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



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 14, 2024

Mr. Daniel Mever 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,

Jeremy Walker-Lee, Project Manager

eremy Walker-Lee

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 and 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.

Jaramy *Walker-Lea* Jeremy Walker-Lee, Project Manager

Water Rights Permitting Team

Water Rights Permitting and Availability Section

OCC Mailed Notice Required **∀YES** □NO

# TCEQ 22-0CT-24 10:12 AM

### TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

9#	Fee Code	Ref#1	Check Number		Clin Vou		
	Account#	Ref#2	Card Auth.	Tran Code	Slip Key		
Fee Description	Account Name	Paid In By	User Data	Rec Code	Document#	Tran Date	Tran Amount
WTR USE PERMITS	WUP	M541886	229		BS00111564	22-OCT-24	-\$100.00
	WUP	ADJ213188	102224	N	D5800421		
	WATER USE PERMITS	WARNECKE,	VHERNAND	CK			
		ROBERT					
		B/CHERYL L					
	WUP	M541887	42287		BS00111564	22-OCT-24	-\$112.50
	WUP		102224	N	D5800421		
	WATER USE PERMITS	LLOYD	VHERNAND	CK			
		GOSSELINK					
		ROCHELLE &					
		TOWNSEND PC					
	WUP	M541888	2499		BS00111564	22-OCT-24	-\$465.25
	WUP		102224	N	D5800421		
	WATER USE PERMITS	MCCARTHY &	VHERNAND	CK			
		MCCARTHY					
		LLP					

RECEIVED
OCT 2 3 2024

Water Availability Division

RECEIVED

OCT 2 3 2024

Water Availability Division

-\$6,523.75

Total (Fee Code):

Grand Total:

Page 4 of 4

-\$677.75

# PLUM CREEK CONSERVATION DISTRICT

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



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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V.	Exhibit 3 – Aerial Plat of Site 28	0075
VI.	Exhibit 4 – TCEQ "Worksheet No. 5" Form 10214C	0077
VII.	Exhibit 5 – District Resolution No. 2024-10-15	0081
VIII.	Exhibit 6 – Check No. 2499-Filing Fees	0084

## **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.

				No. ,			
	A.	Name: Plum Creek Conservation District, a Texas V					
	B.	Mailing Address: P.O. Box 328, Lockhart, Texas 786					
	C.	Telephone Number: 512-398-2383 Fax Num	mber: <u>512-</u>	398-7776	E-mail Address:		
	D.	Applicant owes fees or penalties? TYes 💢 No					
		If yes, provide the amount and the nature of the fee o	r penalty as	well as any ide	entifying number:		
	E.	Describe Use of Water Industrial & Agricultural Uses for Da	im Constructio	n and irrigation of	grasses to stabilize the reha	bilitated dam improv	ements at the site
	F.	Description of Project (TDH Project No. if applicable)	Lower Plun	Creek Watersh	ned Floodwater Retardin	ng Structure Site 2	8 Rehabilitation
	G.	Highway Designation No. FM 86		County Cald	well		
2.	Тур	e of Diversion (check one):		3. Rate of D	Diversion:		
	j	From Stream X From Reservoir		A. Maximum	1800	gr	om
				71. Maximum	(capacity of pu		
4.	Amo	ount and Source of Water:					
	214		years	(specify t	erm period not to exce	ed a three year to	erm). The water
	is to	be obtained from Tenney Creek , tributar	ry of Plum	Creek	tributary of Sai	n Marcos River	
		itary of Guada	lupe	Bas			
5.		ation of Diversion Point: Provide Latitude and Longitu	de in decim	111110000		es and indicate	the method use
		alculate the diversion point location.	.,	.a. aug, 000 to 1	t loadt om ooomie plao	oo, and majorio	ine monted do
				°W ((at) or (ne	ar) the stream crossing	of) (at a reserv	oir in the vicinil
	00	atitude $\frac{29.856381}{\text{FM 86}}$ °N, Longitude $\frac{-97.510052}{\text{CR-O-W}}$ (Highway), located in Zip Code $\frac{78}{\text{CM}}$	1616	located 9.8	miles in a East	direction from	Lockhart
	0.,	(County Seat), Caldwell		County and	0.5 miles in a NE	direction from	McMahan
		, a nearb					
	Encl	ose a USGS 7.5 minute topographic map with the diversent is required for water used from any private reservoi	sion point a	nd/or the return	water discharge point		
6.	Acce	ess to Diversion Point (check one):	7. Fees E	Enclosed:		10 ac-ft or less	greater than 10 ac-ft
		Public right-of-way	Filina	E	************	\$ 100.00	\$ 250.00
		Private property	Record	ling		\$ 1.25	\$ 1.25
	ď	(A letter of permission from landowner is attached) Other (Explain)		1.00 per ac-ft of 1 ac-ft = 325,8	r fraction thereof) 51 gals. Total	\$	\$ 214.00 \$ 465.25
	u	See attached Supplement		1 ac-ft = 7758.		3	303,23
			142141	rested the Deri	mittee is required by lay	w to report the an	nount of water
	used	n completion of any project for which a temporary water I. This document must be properly signed and duly nota ronmental Quality.					
	used	<ol> <li>This document must be properly signed and duly note</li> </ol>		e it can by acce	epted or considered by		
	used	<ol> <li>This document must be properly signed and duly note</li> </ol>	arized befor	e it can by acco			
	used	<ol> <li>This document must be properly signed and duly note</li> </ol>	arized befor	e it can by according to the Daniel Meyer, Name (print)	epted or considered by		
bscribe	used Envir	<ol> <li>This document must be properly signed and duly note</li> </ol>	arized befor	e it can by acco	epted or considered by		
bscribo	used Envir	I. This document must be properly signed and duly note ronmental Quality.  Senish mayer  (sign)	arized befor	e it can by according to the Daniel Meyer, Name (print)	epted or considered by		
bscrib	used Envir	This document must be properly signed and duly note ronmental Quality.  Anish mayer  (sign)  d sworn to me as being true and correct before me this.	14 da	e it can by according to the Daniel Meyer, Name (print)	epted or considered by		
bscribe	used Envir	I. This document must be properly signed and duly note ronmental Quality.  Senish mayer  (sign)	14 da	e it can by according to the Daniel Meyer, Name (print)	Executive Manager  20 24  Logs - Co		

# 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 51<sup>1</sup> 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,

<sup>&</sup>lt;sup>1</sup> 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 revegetated 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

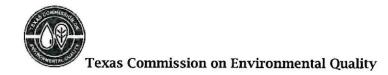
from anywhere along the impoundment's perimeter, will allow the District the opportunity to relocate its portable pumps safely as the post-rainfall event releases from storage result in dropping water elevation within the impoundment. See Exhibit "3."

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



## **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, <u>and</u>			
Located within any of the following geographical locations:			
<ul> <li>Austin</li> <li>Dallas</li> <li>Fort Worth</li> <li>Houston</li> <li>San Antonio</li> <li>West Texas</li> <li>Texas Panhandle</li> <li>Along the Texas/Mexico Border</li> <li>Other geographical locations should be decided on a case-by-case basis</li> </ul>			
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 <b>brief</b> explanation.			
This project does not meet the criteria for a PIP.			

TCEQ-20960 (02-09-2023) Page 1 of 4

Section 3. Application Information
Type of Application (check all that apply):  Air
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



### 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 McCullouch 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.
- The Crantee 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 appurtenences thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHERE OF the Grantor has executed this instrument in triplicate originals on the 23-4 day of <u>leptimber</u>, 196/.

(Signature of Grantor) (SEAL) Janua Lillian (Signature of Grantor)

. Lu

Site No. 28

Vol. 289 page 38

#### 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 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 essement 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 McCullouch Survey of

Caldwell County, Texas, and being part of three tracts viz:

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

LESS HOMEVER: 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 McCullouch 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 McCullouch 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 McCullouch 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 zeros 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.

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 Crantor, 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 isnd 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 234 day of September, 1961.

Scattie Chamle (SEAL) (Signature of Grantor)

THE STATE OF	
COUNTY OFCALDWELL	
BEFORE ME, the undersigned, a Notary Public in an	nd for said County and State, on this day personally appear-
	nd Scottie Chamberlain , his wife
both known to me to be the persons whose names ar	e subscribed to the foregoing instrument and acknowledged
to me that they each executed the same for the purpos	es and consideration therein expressed, and the said
Scottie Chamberlain wife of the sa	aid James Chamberlain , having been
examined by me privily and apart from her husband, a	nd having the same fully explained to her, she, the said
	d such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purpos wish to retract it.	es and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFIC	E this, the 231 day of September, A. D. 1961
	mer Carlton
SEAL	med, and
$\mathcal{L}^{*} \setminus \mathcal{B}^{\perp}$	Notary Public in and for
0 1 1963	Caldwell County, Irland
My Commission Expires	County,
	-
THE STATE OF	_
COUNTY OF	
parone we do a large la vale par la constitución de	16 - 21 0 - 22 0
BEFORE ME, the undersigned, a Notary Public in an	d for said County and State, on this day personally appear-
ed known to n	ne 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	E this, theday of, A. D. 19
SEAL	*
S	Notary Public in and for
My Commission Expires	County,
	8

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 McCullouch Survey of

Caldwell County, Texas, and being part of three tracts viz:

FIRST TRACT: being 41 acres of land in the Ben McCullouch 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 McCullouch 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 McCullouch 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 McCullouch 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 23 A day of September . 1961 .

(Signature of Grantor)

THE STATE OF _TEXAS	
COUNTY OFCALDWELL	
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
ed James Chamberlain and both known to me to be the persons whose names are	Scottle Chamberlain , his wife, 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
examined by me privily and apart from her husband, and	Jemes Chamberlain , having been having the same fully explained to her, she, the said
that she had willingly signed the same for the purposes	such instrument to be her act and deed, and she declared and consideration therein expressed, and that she did not this, the 23th day of September, A. D. 196/
GIVEN ONDER MI HAND AND SEAD OF OFFICE	
SEAL	mw Carton
2	Notary Public in and for
My Commission Expires Jane 1, 1963	Coldwell County, Zulan
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 thatpurposes and consideration therein expressed.	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, theday of, A. D. 19
SEAL	·
	Notary Public in and for
My Commission Expires	County,
•	

57 Site No. 28

## **EASEMENT**

Vol. 288 page 336

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, 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 scre tract and all other particent 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 dem 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 succesors 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

17th day of august, 19 6/	i le:	
(Signature of Grantor)	(Signature of Grantor)	. (SEAL)
Scattle Chamberland		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0017

-09-

	*
THE STATE OFTEXAS	
COUNTY OFCALDWELL	<b>:</b>
BEFORE ME, the undersigned, a Notary Public in an	for said County and State, on this day personally appear-
ad James Chemberlain	d Scottie Chamberlein , his wife,
	subscribed to the foregoing instrument and acknowledged
to me that they each executed the same for the purpose	s and consideration therein expressed, and the said
	d James Chambarlain , having been d having the same fully explained to her, she, the said
	such instrument to be her act and deed, and she declared s 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	mw Carlton
SEAL	7 (50 (5) (5)
	Notary Public in and for
My Commission Expires June 1/963	Califwell County, Lixos
	75 N
THE STATE OF	- v
COUNTY OF	:
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
edknown to m	to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, theday of, A. D. 19
SEAL	3
**	Notary Public in and for
My Commission Expires	County,
	in the state of th

### 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, 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 succesors 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.

Special Provisions:

NOM

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 august , 1961		
James Chamberlain (SEAL)		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	
Calle Chamberland		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0019

	THE STATE OFTEXAS
	COUNTY OFCALDWELL :
	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-
	ed James Chemberlain and Scottia Chemberlain, 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
	GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17 day of august, A. D. 1961
/	SEAL mer Carlton
* 14	Notary Public in and for
	My Commission Expires June 1 1963 Caldwell County, 2,000
	THE STATE OF
	COUNTY OF:
1章	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-
	edknown 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, theday 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 anknowledged, lexis Stephens, a fems 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 McCullouch Survey of Caldwell County, Texas, and being a part of that 15.85 acres conveyed by Deed to Lexia Stephens, a fews 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 occurs ced 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.
- successors and assigns, of the rights and privileges herein granted.

  3. The rights and privileges herein granted are subject to all easements, rightsof-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.

Stephens (SEAL)

COUNTY OF CALIMILIA
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
lexica Stapitane
instrument, and acknowledged to me that
purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of Linker, A. D. 1961
SEAL MELLEN
Notary Public in and for
My Commission Expires June 1 1963 (Albeilell County, Tyraph

THE STATE OF TEXAS -

Vol. 289 page 43

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 McCullouch 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 WHERE OF the Grantor has executed this instrument in triplicate originals on the 25th day of <u>September</u>, 1961.

(Signature of Grantor)

(SEAL

 	COUNTY OF CALIMELL
•	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
7.	instrument, and acknowledged to me that she purposes and consideration therein expressed.
•	GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of Latinhar, A. D. 1961
	SEAL SEAL
15	Notary Public in and for
	My Commission Expires Tune 1 1963 Caldwell County Lips I

THE STATE OF 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. Crosier, 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 McCullouch 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 percel, 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.

Grantes is hereby released from any and all demage to the lands and any other property located on them belonging to brantor 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 essements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid essement 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 WITHESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 25 th day of September, 196/.

(Signature of Grantor)

THE STATE OF TEXAS	VETTER A. C.	
COUNTY OF CALBIELL	:	*.n =
BEFORE ME, the undersigned a Notary Public	180 590	State, on this day personally appeared ose name is subscribed to the foregoing
instrument, and acknowledged to me that		September, A. D. 196/
SEAL .	mi	w. Carlton
My Commission Expires Aure 1	Notary Public in and Calded	

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, Ettæ 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 McCullouch 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 25 day of . September 1961.

SEAL

Notary Public in and for ....

My Commission Expires 1963 -

Caldwell County, Types

### 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, 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.
- 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 succesors 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.

resulting from or caused by such trapping of livestock.

This easement includes permission to inundate two farm pends one of which is approximately 450 feet and the other 550 feet in a Northeasterly direction from where Tenney's Creek cross the common property line of Grantors and Lanos 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 agreet	, 19 6	<i>'</i>	
J. Heed (Signature of Grantor)	(SEAL)	(Signature of Grantor)	(SEAL)
Elsie Reed (Signature of Grantor)	(SEAL	(Signature of Grantor)	(SEAL) 0027

	×	
	THE STATE OFTEXAS	
	COUNTY OFCALDWELL:	κ*
	BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
	ed J. C. Read and	Flate Rood , 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 that she had willingly signed the same for the purposes	such instrument to be her act and deed, and she declared
	State Water and the State Stat	
	GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, the day of Lugust, A. D. 1961
17		mew Careton
	SEAL	The content
321		Notary Public in and for
16,9	My Commission Expires June 11963	Caldwell County, Tilas
		V
	a a	9
	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 thatpurposes and consideration therein expressed.	executed the same for the
	GIVEN UNDER MY HAND AND SEAL OF OFFICE t	his, theday of, A. D. 19
		*
8	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, J. C. Roed and wife, Elsie Roed 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,

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. Q. Roed 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 \_\_\_\_\_\_\_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, minéral 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
- 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 limes.
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 pends one of which is approximately 450 feet and the other 550 feet in a Northeasterly direction from where Tenney's Creek cross 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

12 the day of agriguet	, 196/	<u></u>	
I of Keed	(SEAL)		(SEAL)
(Signature of Grantor)		(Signature of Grantor)	
Elsie Reed	(SEAL		(SEAL)
(Signature of Grantor)		(Signature of Grantor)	0029
12 AND 1888		and the second s	

THE STATE OFTEXAS	
IIII DIMIE OF	<del></del>
COUNTY OFCALDWELL	
BEFORE ME, the undersigned, a Notary Public	c in and for said County and State, on this day personally appear-
	and, his wife, mes 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 examined by me privily and apart from her husb	the said J. G. Reed , having been and, and having the same fully explained to her, she, the said
Elsie Reed , acknow that she had willingly signed the same for the part of the retract it.	wledged such instrument to be her act and deed, and she declared purposes and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF C	OFFICE this, the 12th day of august, A. D. 1961
SEAL	mzv. Carlton
<b>#</b> (	Notary Public in and for
My Commission Expires June 1, 19	763 Caldwell County, Duran
THE STATE OF	
THE STATE OF	
COUNTY OF	
COUNTY OF	
DEFORE ME, the undersigned, a Notary Public ed know	in and for said County and State, on this day personally appear-
DEFORE ME, the undersigned, a Notary Public ed know instrument, and acknowledged to me that purposes and consideration therein expressed.	o in and for said County and State, on this day personally appearent to me to be the person whose name is subscribed to the foregoing executed the same for the
BEFORE ME, the undersigned, a Notary Public ed know instrument, and acknowledged to me that purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF Constant of the constan	o in and for said County and State, on this day personally appearen to me to be the person whose name is subscribed to the foregoing
DEFORE ME, the undersigned, a Notary Public ed know instrument, and acknowledged to me that purposes and consideration therein expressed.	in and for said County and State, on this day personally appearant to me to be the person whose name is subscribed to the foregoing executed the same for the DFFICE this, theday of, A. D. 19
BEFORE ME, the undersigned, a Notary Public ed know instrument, and acknowledged to me that purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF Constant of the constan	o in and for said County and State, on this day personally appearent to me to be the person whose name is subscribed to the foregoing executed the same for the

81te 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 re-

of Degar County ceipt whereof is acknowledged, Richard Dalton King, a Single man (Name) 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 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. McDoneld and Lucile McDoneld 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 references 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. 28, 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.

- ....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 succesors 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.
- The Grantee is responsible for operating and maintaining the above described works of im-
- 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 July 196/	e	(SEAL)
(Signature of Grantor)	(Signature of Grantor)	(SEAD)
(SEAL		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0031

COUNTY OF:	
BEFORE ME, the undersigned, a Notary Public in and for sa	id County and State, on this day personally appear-
ed Richard Delton King and	his wife,
both known to me to be the persons whose names are subscr	ibed to the foregoing instrument and acknowledged
to me that they each executed the same for the purposes and	onsideration therein expressed, and the said
examined by me privily and apart from her husband, and havin	the same fully explained to her, she, the said
a demanded and and the	astrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and co wish to retract it.	20 TH 10 15 16 16 16 16 16 16 16 16 16 16 16 16 16
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, t	ne day of, A. D. 19
SEAL	
N	otary Public in and for
	County,
My Commission Expires	
THE STATE OFTEXAS	
(Vald. 101)	
COUNTY OF _Caldule/1 :	*
COUNTY OF <u>Caldule/1</u> :  BEFORE ME, the undersigned, a Notary Public in and for sa	d County and State, on this day personally appear-
BEFORE ME, the undersigned, a Notary Public in and for sa	d County and State, on this day personally appear- he person whose name is subscribed to the foregoing
BEFORE ME, the undersigned, a Notary Public in and for sate and Richard Dalton King known to me to be instrument, and acknowledged to me that he	he person whose name is subscribed to the foregoing
BEFORE ME, the undersigned, a Notary Public in and for saled Richard Dalton King known to me to be instrument, and acknowledged to me that	he person whose name is subscribed to the foregoing  executed the same for the
BEFORE ME, the undersigned, a Notary Public in and for sate and Richard Dalton King known to me to be instrument, and acknowledged to me that he	he person whose name is subscribed to the foregoing  executed the same for the
BEFORE ME, the undersigned, a Notary Public in and for saled Richard Dalton King known to me to be instrument, and acknowledged to me that	he person whose name is subscribed to the foregoing  executed the same for the
BEFORE ME, the undersigned, a Notary Public in and for saled Richard Dalton King known to me to be instrument, and acknowledged to me that	executed the same for the leave of July, A. D. 1961  M.W. Carlton
BEFORE ME, the undersigned, a Notary Public in and for saled Richard Dalton King known to me to be instrument, and acknowledged to me that	executed the same for the legal day of Jaly, A. D. 196/
BEFORE ME, the undersigned, a Notary Public in and for saled Richard Dalton King known to me to be instrument, and acknowledged to me that	executed the same for the legal day of Jaly, A. D. 196/

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), th	ne re-

ceipt whereof is acknowledged, Richard Delton 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 \_\_\_\_\_\_\_, 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.
- 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 succesors 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

Richard Dalton Fine (SEAL)		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	
(SEAL	***************************************	(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0033

THE STATE OFTEXAS	
COUNTY OF	:
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
ed Richard Dolton King and	d, 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	d Richard Dalton King , having been
examined by me privily and apart from her husband, and	d having the same fully explained to her, she, the said
	such instrument to be her act and deed, and she declared and consideration therein expressed, and that she did not
wish to retract it.	s and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, the, A. D. 19
SEAL	
*	Notary Public in and for
My Commission Expires	County,
My Commission Expires	County,
· · · · · · · · · · · · · · · · · · ·	County,
THE STATE OFTEXAS	County,
· · · · · · · · · · · · · · · · · · ·	County,
THE STATE OFTEXAS  COUNTY OFCaldwell	for said County and State, on this day personally appear-
THE STATE OFTEXAS  COUNTY OFCaldwell	for said County and State, on this day personally appear-
THE STATE OFTEXAS  COUNTY OFCaldwell  BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing
THE STATE OFTEXAS  COUNTY OFCaldwell  BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me instrument, and acknowledged to me that purposes and consideration therein expressed.	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the
THE STATE OFTEXAS  COUNTY OFCaldwell  BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me instrument, and acknowledged to me that purposes and consideration therein expressed.	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the this, the 19th day of July, A. D. 196/
THE STATE OFTEXAS  COUNTY OFCaldwell  BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me instrument, and acknowledged to me that purposes and consideration therein expressed.	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the
THE STATE OFTEXAS  COUNTY OFCaldwell  BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me instrument, and acknowledged to me that purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF OFFICE	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the this, the 19th day of, A. D. 196/ The county and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the
THE STATE OFTEXAS  COUNTY OFCaldwel/   BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me instrument, and acknowledged to me that purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF OFFICE SEAL	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the this, the galay of July, A. D. 196/ Thur. Caulton  Notary Public in and for
THE STATE OFTEXAS  COUNTY OFCaldwell  BEFORE ME, the undersigned, a Notary Public in and ed Richard Dalton King known to me instrument, and acknowledged to me that purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF OFFICE	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the this, the 19th day of, A. D. 196/ The county and State, on this day personally appear- to be the person whose name is subscribed to the foregoing  he executed the same for the

to -wit:

# EASEMENT

Vol. 289 page 223

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, Jo	hn E. Hurst and wife	Ruth of Robertson Count	У
	(Name)	(Address)	
Texas , Grantor, does hereby servation District of Lockhart, Texas,	grant, bargain, sell, conve its successors and assign	s, Grantee, an easement in, over and	
upon the following described land sit	usted in the County of	Caldwell State of Tayas	

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.

- 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 succesors 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.
- 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

14th day of October, 196	/	
John E Hurst (SEAL)		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	
July Julies (SEAL		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0035

THE STATE OFTEXAS	9
COUNTY OF Rechardson	:
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
ed	Ruth Hurst , his wife, 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 examined by me privily and apart from her husband, and	John E. Hurst , having been i having the same fully explained to her, she, the said
that she had willingly signed the same for the purposes wish to retract it.	such instrument to be her act and deed, and she declared and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, the 14 day of October , A. D. 1961
SEAL	Sur T. Bogan
$\nu_{_{\rm Z}}$	Notary Public in and for
My Commission Expires	County,
	P 0
THE STATE OF	
COUNTY OF	l u
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
edknown to me	to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me thatpurposes and consideration therein expressed.	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, theday of, A. D. 19
SEAL	
· ·	Notary Public in and for
My Commission Expires	County,
50 ASSE	35.6

1 capy to co clark for Recording about 900 A.M.

31% 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 reof Caldwell County ceipt whereof is acknowledged, J. R. Hurst and wife Norms Hurst (Address) (Name) , 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 Galdwell Approximately 0.5 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of 53 acres, more or lass, consisting of two tracts vis: PIRST 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 Becords 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 Repords. 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: Ploodwater 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 with-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 succesors 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 im-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 (Signature of Grantor) (Signature of Grantor)

(Signature of Grantor)

orma Therat (SEAL

(Signature of Grantor)

THE STATE OFTEXAS	
COUNTY OFCALDWELL	
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	J. R. Hurst , having been
	having the same fully explained to her, she, the said
Norma Hurst, acknowledged	such instrument to be her act and deed, and she declared
	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	mew Carlton
/ h	W. D.W. C. L. L.
X 1 1018	Notary Public in and for
My Commission Expires June 1, 1963	Caldwell County, Typas
	6 -
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 thatpurposes and consideration therein expressed.	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, theday of, A. D. 19
2	· · · · · · · · · · · · · · · · · · ·
SEAL '	
	Notary Public in and for
My Commission Expires	County,
My Commission Expires	

śite	No.	28	ļ	EASEMENT			
in c					good and valuable cons d by both grantor and g		
Te	exas	, Gran	tor, does hereby grant,	(Name) bargain, sell, cor	orma Hurst  of  (A  ovey and release unto P  gns, Grantee, an easem	Address) lum Creek Con	l <b>-</b>
			- And Cale Control (Control Control Co		Caldwell	•,	
of	Cal		ty, Texas, and bein		a part of the Moses acres, more or less		
FII to reside service	J. cord CONI acr R. ldwe	TRACT, con R. Hurst b led in Vol. TRACT, co es conveye Hurst on D ll County, the two her ptions of	tains 56 acres, more y John Hurst and wince 65, page 537 of the noisting of 27 acred by John Hurst and ecember 24, 1940, at Texas, Deed Recorde in above cited received the two tracts of lishere made for a	fe, Rebecca he Deed Records, more or le wife, Rebecca he recorded in the corded instrument of the total and (the total research of the total research of t	ad was conveyed by Warret, March 17, 191 as of Caldwell Counters, and being that a Hurst, by Warrent Vol. 201, page 456 ments contain metes al acreage of which lar description and	17, as ty, Texas, as tract of ty Deed to 3 of the and bounds is 83) to	
			2		W 8	•	5. E
					¥		
For folloage stor tain	or in owin of a age ed b	g described way waters in, and temporar y such works floodwater ands.	works of improvement t over, upon or through by detention, either or be of improvement: retarding structure The project involve	o be located on such works of it oth, of any water No. 28, the res approximate	ion, maintenance and in the above described lan improvements; and for ers that are impounded dam of which will the tely 0.5 acres of the ing emergency spills	d; for the flow the permanen d, stored or de constructe he above	r- it :-
to a  2. desc 3. desc the here 4. rese 5. prov 6. is es 7. prov Gra	nd b This rribe Ther rribe full in g The rvat The rvat The teme Th	2 years from ecome the preasement in deal and of the is reserved dland of the use and enjoranted. rights and prions or other Grantee is reserved and the Grantee shall shed and the Grantee shall shed and such Any livesto	the date hereof, the rigoperty of the Grantor, ledudes the right of ingree Grantor and any other to the Grantor, his height of the Grantor at any time, in yment by the Grantee, rivileges herein granted rights now outstanding esponsible for operating all control the water lever reafter as necessary for a have the right to const fences, gates, or gaps sick found within such for form by the Grantee.	ghts and privilegals heirs and assess and egress at land of the Grains and assigns, to any manner and its succesors and are subject to go in third particular and maintaining the lin the sedimental maintenance or ruct fences with	t any time over and u antor adjoining said lar he right and privileges of d for any purpose not in d assigns, of the rights all easements, rights-o	at once reverupon the above to use the above consistent with and privilege of-way, minera works of im uate vegetation improvement.	e e h h s al
				·			
Gra tain IN	ntor, ing i WIT	with all the anto the Gra NESS WHER	rights, privileges and antee, its successors and EOF the Grantor has e	appurtenances the assigns, forever executed this ins	nd upon the above descr hereto belonging or in strument in triplicate o	anywise apper	:-
-		y (Y (Signatu	Hurst (SEA		(Signature of Grantor	(SEAL)	
-	2		a Hurst (SEA	AL	(Signature of Grantor	(SEAL)	

THE STATE OFTEXAS	
COUNTY OFCALDWELL	_:
BEFORE ME, the undersigned, a Notary Public in an	nd for said County and State, on this day personally appear-
edJ. R. Hursta both known to me to be the persons whose names ar	nd <u>Norma Hurst</u> , his wife, e subscribed to the foregoing instrument and acknowledged
to me that they each executed the same for the purpose	es and consideration therein expressed, and the said
Norma Hurst , wife of the sa	id J. R. Hurst , having been having the same fully explained to her, she, the said
	d such instrument to be her act and deed, and she declared es and consideration therein expressed, and that she did not
1-1-4	E this, the 17th day of august, A. D. 1961
	mw Carlton
SEAL	7 2 3 4 4 4 1 2 10
	Notary Public in and for
My Commission Expires June 1 1963	Caldwell County, Drag
	2
THE STATE OF	_
COUNTY OF	
BEFORE ME, the undersigned, a Notary Public in an	d for said County and State, on this day personally appear-
ed known to n	ne to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that purposes and consideration therein expressed.	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	E this, theday of, A. D. 19
SEAL	
*	Notary Public in and for
My Commission Expires	County,
VE	

# Site No. 28

EASEMENT

101.289 page 36 9/26/6/

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, Sherman Cole and wife, Willie Cole 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,

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 succesors 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

23 d day of September 1961		
Sherman Coli(SEAL)		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	
Willie Cole (SEAL		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0042

na.	•	26	CACEMENT
NO.	9	26	EASEMENT
j	'n	For and in consideration of One Dollar (\$ consideration of the future mutual benefit	\$1.00) and other good and valuable considerations (and ts to be received by both grantor and grantee), the re-
			Cole and wife, Willie Cole of Caldwell County (Name) (Address)
	se	:exas , Grantor, does hereby grant, l ervation District of Lockhart, Texas, its suc	bargain, sell, convey and release unto Plum Creek Con- cessors and assigns, Grantee, an easement in, over and
		-wit:	n the County of Caldwell , State of Texas,
(	Le Co pu bo	arvey of Caldwell County, Texas, and conveyed to Sherman Cole by War ole. Said Warrenty Deed is dated D age 104 of the Deed Records of Cald burds descriptions of two contiguou	d out of and a part of the Moses Gage League at being part of 74 acres, more or less, of tranty Deed by J. D. Cole and wife, Feari eccenber 8, 1942, and is recorded in Vol. 203, well County, Texas, and contains metes and as tracts of land the total acreage of which here made for a more particular description
		×	
		- 45	
I f a s	ol iol ig	llowing described works of improvement to se of any waters in, over, upon or through :	teration, operation, maintenance and inspection of the be located on the above described land; for the flow-such works of improvements; and for the permanent oth, of any waters that are impounded, stored or de-
(	de et	n other lands. The project involve secribed lands. consisting of porti	No. 28, the dam of which will be constructed as approximately 29.0 acres of the above tons of the sediment reserve and detention at will be inundated during emergency
i	n.	years from the date hereof, the rig and become the property of the Grantor, h	-
3 t	le he	escribed land of the Grantor and any other.  There is reserved to the Grantor, his heir escribed land of the Grantor at any time, in the full use and enjoyment by the Grantee, in	ss and egress at any time over and upon the above land of the Grantor adjoining said land. rs and assigns, the right and privileges to use the above any manner and for any purpose not inconsistent with its succesors and assigns, of the rights and privileges
4	ŧ.	erein granted. The rights and privileges herein granted servations or other rights now outstanding	are subject to all easements, rights-of-way, mineral
5	j,		and maintaining the above described works of im-
i 7	r. Gr Gr na	established and thereafter as necessary for The Grantee shall have the right to construction overnent, and such fences, gates, or gaps sh	I in the sediment storage pool until adequate vegetation maintenance or repair of the works of improvement, ruct fences with gates or gaps around the works of impall not be changed in any way without consent of the ences, except as authorized in writing by the Grantee,
			v.
			8
t	Jr ai	rantor, with all the rights, privileges and a ining unto the Grantee, its successors and	ement in, over and upon the above described land of the appurtenances thereto belonging or in anywise apperassigns, forever.  Recuted this instrument in triplicate originals on the
22	2	2318 day of September , 19	6/

Sherman Coluseal)
(Signature of Grantor)
Willie Cole (SEAL
(Signature of Grantor) (SEAL) (Signature of Grantor) (SEAL) 0043 (Signature of Grantor)

THE STATE OF TEXAS
COUNTY OF GALDWELL
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 he 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
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23 day of Listender, A. D. 1961
SEAL MULT Carlton
My Commission Expires June 11963 Calludell County, June

DELL.	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-	the persons whose names are subscribed to the foregoing instrument and acknowledged	suted the same for the purposes and consideration therein expressed, and the said	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 rned the same for the purposes and consideration therein expressed, and that she did not	GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23 day of Listenlin, A. D. 1961	mer. Carton	Notary Public in and for
COUNTY OF CALIMELL	BEFORE ME, the undersigned, a	ed Sherman Cole and both known to me to be the persons whose names are	to me that they each executed the same	examined by me privily and apart f	that she had willingly signed the same	WISH TO FEITHER IL. GIVEN UNDER MY HAND AND	SEAL	

THE STATE OF TEXAS

Vol. 289 page 142

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, 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 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 \_\_\_\_\_\_\_\_, State of Texas.

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 Burney 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.

- 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 succesors 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

34 day of October 1961	, 	
Barney R. Williams EAL)		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	
Grace Williams (SEAL		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0046

THE STATE OFTEXAS	40
COUNTY OF Bastrop	
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
ed Barney K. Williams and both known to me to be the persons whose names are	Grace I. Williams , his wife, 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 examined by me privily and apart from her husband, and	Berney K. Williams , having been having the same fully explained to her, she, the said
	such instrument to be her act and deed, and she declared and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, the 3rd day of Ogtober , A. D. 1961
SEAL	Ew Baker
X AS	Notary Public in and for Bastrop County
My Commission Expires June 1, 1963	County, Bastrop
	<del></del>
THE STATE OF	
COUNTY OF:	
BEFORE ME, the undersigned, a Notary Public in and	
ENDOS DE LA CONTRACTO CONTRACTO DE LA CONTRACTO DE LA CONTRACTOR DE LA CON	for said County and State, on this day personally appear-
ed known to me	for said County and State, on this day personally appear- to be the person whose name is subscribed to the foregoing
	Control of the Contro
instrument, and acknowledged to me that	to be the person whose name is subscribed to the foregoing  executed the same for the
instrument, and acknowledged to me that purposes and consideration therein expressed.	to be the person whose name is subscribed to the foregoing  executed the same for the
instrument, and acknowledged to me that	to be the person whose name is subscribed to the foregoing  executed the same for the this, the day of, A. D. 19
instrument, and acknowledged to me that	to be the person whose name is subscribed to the foregoing  executed the same for the this, theday of, A. D. 19

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, 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 \_\_\_\_\_\_\_, 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

314 day of October 1961	man g	
Barney K. William (SEAL)		(SEAL)
(Signature of Grantor)	(Signature of Grantor)	
(Signature of Grantor)	(Signature of Grantor)	(SEAL) 0048
(Signature of Grantor)	(Signature of Grantor)	00-10

THE STATE OFTEXAS	9
COUNTY OF Bastrop	· · · · · · · · · · · · · · · · · · ·
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
ed Barney K. Williams and both known to me to be the persons whose names are	Grace I. Williams , his wife, 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 examined by me privily and apart from her husband, and	I Barney K. Williams , having been having the same fully explained to her, she, the said
Grace I. Williams , acknowledged that she had willingly signed the same for the purposes wish to retract it.	such instrument to be her act and deed, and she declared and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, the 3rd day of October , A. D. 1961
SEAL	EWB-ker
	Notary Public in and foBastrop County
%	a . Bootman
My Commission Expires June 1, 1963	County, Bastrop
	2
THE STATE OF	
COUNTY OF	
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
edknown to me	to be the person whose name is subscribed to the foregoing
N 12 N	75
purposes and consideration therein expressed.	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, theday of, A. D. 19
SEAL	
a	Notary Public in and for
My Commission Expires	County,

Vol. 289 page 42

Site No. 28

ع الشراء

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, 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 McCullouch 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 Reterding 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

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, rightsof-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,

IN WITNESS WHERE I the Grantor has executed this instrument in triplicate originals on the 25 to day of September, 196/.

(SEAL) (Signature of Grantor)

STATE OF TEXAS,

County of CALDIELL

BEFORE ME, the undersigned authority, on this day personally

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

County, Texas Notary Public, \_ My Commission Expires .

Given under my hand and seal of office, this\_

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 grantse), 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, Grantse, 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 McCullouch
Survey of Caldwell County, Texas and consists of four lots or parcels of land vis:

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:

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.

Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all demage 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.
- 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.
   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 WITHESS WHERE OF the Granton has executed this instrument in triplicate originals

on the 15th day of September, 1961.

9	
STATE OF TEXAS,	
County of CALDWELL	_ }
	BEFORE ME, the undersigned authority, on this day personally
appeared Curtis Jeffrey	and his wifeVide Jeffrey
known to me to be the persons whose names are subsc	ribed to the foregoing instrument, and acknowledged to me that they execut-
	rein expressed. And the said wife having been examined by me, privily and
	explained to her, she acknowledged such instrument to be her act and
	ne 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 / 196 3	Notary Public, Coldwell County, Texas

201. 289 page 108 10/2/6/

EASEMENT

Site No. 28

by Plum Greek 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 For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid 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:

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	FASEMENI				
For and in consideration of One Do in consideration of the future mutual	ollar (\$1.00) and of benefits to be rec	ther good and va eived by both g	aluable consider rantor and gran	rations (and tee), the re-	
ceint whereof is acknowledged			of		
reipt whereof is acknowledged,, Grantor, does hereby g	(Name)		(Add:	ress)	
ervation District of Lockhart, Texas,	grant, bargain, sell its successors and	assigns, Grante	e, an easement	in, over and	
pon the following described land situ o -wit:	ated in the Count	y of	, Sta	ate of Texas,	
Americanataly 18.6 serves		d a part of	the Moses Gas	o Sur	-
Approximately 18.6 seres of Caldwell County, Texas, and b	sing personal	at 78,23 seri	es of land do	seribed	
that Assignment wherein R. L.	Kelse and wife	, Rasio Pogo	Kelse is Ass	ignor	
d Lance Ellis is Assignee. Sat corded in Vol. 285, page 158 of	t the Read Ress	mis of Caldw	all Gounty. T	TAR:	
And being the identical land	d described by	metes and bor	unds in that	coatract	
Sale and Purchase wherein Vet-					
ilso is purchaser. Said centre scorded in Vol. 259, page 277 c	or or sale and	rurenase is (	Mated Japuary	AT, 1937,	0×0
For a more particular deser-	iption of the s	aid 78.23 ac	re treet of I	and	
ference is here made to the tw	o (2) recorded	instruments !	ereds sieres	eited.	
				RECEIV	
500	10			SEP 26 1	961
				Centerel Land Of	lice e
on the numbered of:	9				
or the purposes of: For or in connection with the construc	tion, alteration, op	eration, mainter	nance and inspe	ection of the	
following described works of improver					
ge of any waters in, over, upon or the torage and temporary detention, eithe	er or both, of any	waters that are	impounded, st	ored or de-	
ained by such works of improvement.  Floodwater retarding struct				Actonica	
scribed lands, consisting of a on that will be inundated only	portion of the during emergen	detention stay	torage pool s	and an	
1. In the event construction of the ab inyears from the date hereof, to and become the property of the Gra	the rights and priv	vileges herein g	ent is not comm ranted shall at	enced with- once revert	
2. This easement includes the right of			over and upon	the above	
described land of the Grantor and any B. There is reserved to the Grantor, l				na tha abassa	
lescribed land of the Grantor at any ti	me, in any manner	r and for any pu	rpose not incon	sistent with	
he full use and enjoyment by the Gra erein granted.	intee, its succesors	and assigns, o	f the rights an	d privileges	
. The rights and privileges herein gr	anted are subject	to all easemen	nts, rights-of-w	ay, mineral	1
eservations or other rights now outst i. The Grantee is responsible for ope			e described w	orks of im-	
rovements.	erani		and the Base of		
<ul> <li>The Grantee shall control the water s established and thereafter as necessa</li> </ul>					
. The Grantee shall have the right to	construct fences v	with gates or ga	ps around the v	vorks of im-	
provement, and such fences, gates, or comments. Any livestock found within	geografie de la companya de la compa	banged in any t	way without co	nsent of the	
nay be ejected therefrom by the Gra	Mater	as authorized	in writing by t	ne Grantee,	
Special Provisions:	-				
O HAVE AND TO HOLD the aforesa		on and upon the		land of the	
The state of the s	id easement in, ov	er and upon the	above described	i and of the	
Frantor, with all the rights, privileges aining unto the Grantee, its successor	and appurtenance	es thereto belon	iging or in any	wise apper-	
Grantor, with all the rights, privileges aining unto the Grantee, its successor N WITNESS WHEREOF the Grantor	and appurtenance is and assigns, fore has executed this	es thereto belon	iging or in any	wise apper-	
Grantor, with all the rights, privileges aining unto the Grantee, its successor N WITNESS WHEREOF the Grantor	and appurtenances and assigns, fore has executed this, 19	es thereto belonever. instrument in	iging or in any	wise apper- nals on the	
Grantor, with all the rights, privileges aining unto the Grantee, its successor N WITNESS WHEREOF the Grantor day of	and appurtenances and assigns, fore has executed this, 19	es thereto belon ever. instrument in	ging or in any	wise apper- nals on the	
Frantor, with all the rights, privileges aining unto the Grantee, its successor N WITNESS WHEREOF the Grantor	and appurtenances and assigns, fore has executed this	es thereto belonever. Instrument in (Signature	ging or in any triplicate origi	wise apper- nals on the (SEAL)	

It is agreed and understood, which agreement and understanding of or fallure to porform ony provicion, promise, condition, obligation, covenent contrary, does not warrant title to the land, or any interest therein, conveyed shell be signified by the Grantco's accoptance hareof, that the Veterans' Land it is further agreed and understood that the Veterans' Land Board of the State heroby and is not bound to perform any act expressly provided for heroing and part, to the land, or any interest therein, conveyed heroby or for the breach of Texas shall not be liable for the failure of title, either in whole or in Board of the State of Texas, notwithstanding any lenguage heroin to the etipulation set forth herein.

belonging or in enywice appertaining unto the Grantec, its successors and assigns, TO HAVE AND TO FOLD the aforesaid easement in, over and upon the above described Land of the Grantor, with all the rights, privileges and appurenances thereto

IN WITHESS HERE OF this instrument is executed in triplicate originals on the day of

Board A Execution Veterans' Land Board

RECEIVED SEP 26 1961

Ceneral Land Office

THE STATE OFTEXAS	
COUNTY OFCALDJELL	
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
	Delmo Filis , 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
	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
	such instrument to be her act and deed, and she declared
wish to retract it.	and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, the 26 th day of September, A. D. 1961
	mw Carlton
SEAL	
	Notary Public in and for
My Commission Expires Que 1 1963	Caldwill County, Dixav
THE STATE OF	
COUNTY OF:	
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appear-
	to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that purposes and consideration therein expressed.	executed the same for the
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this, theday of, A. D. 19
SEAL	
SEAU .	T.
	Notary Public in and for
My Commission Expires	County,

Vol. 288 page 33 /

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-

of Caldwell County ceipt whereof is acknowledged, Lanos W. Ellis and wife, Delma Ellis (Name) (Address), 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 to -wit: Approximately 145.0 acres of land out of and a part of the Moses Cage 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.

- 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 succesors 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 im-
- 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 17四. · aurest

day of 000, 1967		
Lanox W Clio (SEAL)		(SEAL
(Signature of Grantor)	(Signature of Grantor)	
Delma Clis ISEAL		(SEAL
(Signature of Grantor)	(Signature of Grantor)	,

	8
THE STATE OFTEXAS	
COUNTY OFCALDWELL	
BEFORE ME, the undersigned, a Notary Pub	lic in and for said County and State, on this day personally appear-
	and, his wife, ames 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
	the said <u>Lanos W. Fllis</u> , having been band, and having the same fully explained to her, she, the said
that she had willingly signed the same for the	owledged such instrument to be her act and deed, and she declared purposes and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF	OFFICE this, the 17 day of august, A. D. 1961
SEAL	m. cv. Carlton
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Notary Public in and for
My Commission Expires \ \ \ / /	963 Caldwell County, Dixas
THE STATE OF	
THE STATE OF	:
COUNTY OF	ic in and for said County and State, on this day personally appear-
COUNTY OFBEFORE ME, the undersigned, a Notary Publ	io in and for said County and State, on this day personally appear- wn to me to be the person whose name is subscribed to the foregoing
COUNTY OF	
COUNTY OF ROOT REPORE ME, the undersigned, a Notary Publed knowledged to me that purposes and consideration therein expressed.	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the
COUNTY OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the
COUNTY OF ROOT REPORE ME, the undersigned, a Notary Publed knowledged to me that purposes and consideration therein expressed.	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the
BEFORE ME, the undersigned, a Notary Publ edkno instrument, and acknowledged to me that purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the  OFFICE this, theday of, A. D. 19
BEFORE ME, the undersigned, a Notary Publedknowledged to me thatpurposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the  OFFICE this, theday of, A. D. 19  Notary Public in and for
BEFORE ME, the undersigned, a Notary Publ edkno instrument, and acknowledged to me that purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the  OFFICE this, theday of, A. D. 19
BEFORE ME, the undersigned, a Notary Publedknowledged to me thatpurposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the  OFFICE this, theday of, A. D. 19  Notary Public in and for
BEFORE ME, the undersigned, a Notary Publedknowledged to me thatpurposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the  OFFICE this, theday of, A. D. 19  Notary Public in and for
BEFORE ME, the undersigned, a Notary Publedknowledged to me thatpurposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF	wn to me to be the person whose name is subscribed to the foregoing  executed the same for the  OFFICE this, theday of, A. D. 19  Notary Public in and for

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; ••

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 ofCaldwell County (Name) (Address), 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 <u>Caldwell</u> State of Texas, to -wit: Approximately <u>145.0</u> 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.
- 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 succesors and assigns, of the rights and privileges herein granted.
- 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 im-
- 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		
(Signature of Grantor)	(Signature of Grantor)	(SEAL)
Delna Collis (SEAL	(Signature of Grantor)	(SEAL)
(Signature of Grantor)	(Signature of Grantor)	0059

THE STATE OF TEXAS	
THE STATE OF	
COUNTY OFCALDWELL	_1
	nd for said County and State, on this day personally appear-
	nd <u>Delma Ellis</u> , his wife, e subscribed to the foregoing instrument and acknowledged
to me that they each executed the same for the purpose	es and consideration therein expressed, and the said
Delma Ellis , wife of the sa examined by me privily and apart from her husband, an	id Lanos W. Ellis , having been and having the same fully explained to her, she, the said
that she had willingly signed the same for the purpose	d such instrument to be her act and deed, and she declared es and consideration therein expressed, and that she did not
GIVEN UNDER MY HAND AND SEAL OF OFFICE	E this, the 17th day of august, A. D. 1961
SEAL STATE OF OFFICE SEAL OF OFFICE SEAL OF OFFICE SEAL XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	m.w. Carlton
	Notary Public in and for
My Gommission Expires June 1 196	3 Caldwell County, Dry
THE STATE OF	<u>.</u>
COUNTY OF	<u>.</u> :
BEFORE ME, the undersigned, a Notary Public in an	d for said County and State, on this day personally appear-
edknown to m	ne 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	E this, theday of, A. D. 19
SEAL	
	Notary Public in and for
My Commission Expires	
my Commission Expires	County,
e s	· (*)
, v.	
THE STATE OF TEXAS	
COUNTY OF CALDWELL	,
I, EDNA L. HUSKEY Clerk of the Co	of Caldwell County, Texas, do hereby certify that the  Aug.  A. D. 1961 with its Cautte
foregoing instrument of writing dated the 17 day of cate of authentication was filed for record in my of	of Caldwell County, Texas, do hereby certify that the
cate of authentication was filed for record in my of at 12:00 o'clock M., and duly recorded this 24	Aug. A. D. 1961, with its Certific
at 12:00 o'clock M	day of Aug. A D 1061
o'clock - P. tM., in the Dood	A. D. 1961 at 1:45
o'clock P.M., in the Deed Records WITNESS my hand and the seal of office, at office is	of said County, in Volume 288 on pages 337
written.	of said County, in Volume 288 on pages 337 in the City of Lockhart, on the day and year last above
* **	EDNA I. HIGHEY
	Clerk County Court, Caldwell County Town
	Clerk County Court, Caldwell County, Texas  By Array Lttleggeld Denuty

1743

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	a Notary Public in and for said County and State, on this day personally appear-	ed Jos A. Staphone, and and Adolfa Staphone, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged	nd consideration therein expressed, and t	examined by me privily and apart from her husband, and having the same fully explained to her, she, the said	Adalah Staphona 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	ICE this, the 9th day of October As. D. 1961	C8 home 1	Notary Public in and for Sassa
THE STATE OF TEXAS	COUNTY OF TRAVIS BEFORE ME, the undersigned, a Notary Public in	ed	to me that they each executed the same for the purp	examined by me privily and apart from her husband, and h	that she had willingly signed the same for the purp	wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the.	SEAL	

County, Juya

My Commission Expires

				- ABY	, d
	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Henderson Johnston and Merle Johnston , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged	MACTION IN THE Johnston  wife of the said. Henderson Johnston  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 the purposes and consideration therein expressed, and that she did not OF OFFICE this, the 5 day of OFFICE this of OFFICE this this, the 5 day of OFFICE this of OFFICE this this this of OFFICE t	Mans	278
	His day pers	the purposes and consideration therein expressed, and the said to the said. Henderson Johnston husband, and having the same fully explained to her, she, the	ressed, and the	2	cor County, -
	y and State, or	he purposes and consideration therein expression that H. H. H. of the said. Henderson Johnston usband, and having the same fully explain	liment to be her acceptation therein exp	Kom	Notary Public in and for
	for said County and Stat  ANUIT J.  Metle Johnston  ubscribed to the foregoin	and considerated for Henderson having the sa	uch instrumen nd considerati his, the <u> </u>	Mes	Notary Pu
	ublic in and and and and and and and and and an	the purposes of the said.	that she had willingly signed the same for the purposes and consi wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the_	i i	1963
S	d, a Notary F + A.H.  ton  persons whose	the same for wife art from her 1	the same for AND SEAL (		rel,
TEXAS	E ME, the undersigned, a Henderson Johnston own to me to be the person	ston privily and ap	lingly signed it.	ń	Expires (
THE STATE OF	BEFORE ME, the undersigned, a Notary  of Helperson Johnston  both known to me to be the persons who	Merie Johnston  wife	that she had willingly signed the same for wish to retract it.  GIVEN UNDER MY HAND AND SEAL	ΑĽ	My Commission Expires
8	BE ed bot	S C E	GI wi	SEAL	\$ THE

AMMESTATE OF TEXAS	TRAVIS	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-	ed <u>Agron V. Stephens</u> , 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 OCH, A. D. 196/	The Wone a Name	My Commission Expires grange 1, 1963 Walter Deblic in and for Land
THEO STATE	COUNTY OF	BEFORE MI	ed <u>Aaro</u> both known	to me that th	Loui se examined by	Louis that she had	GIVEN UND	SEAL	My Commissi

	lic in and for said County and State, on this day personally appear-	ed Jack Wolls  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	Panay 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	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 6 day of 7 day of 7 day of 6 day of	Notary Public in and for Lower County, Lower
THE STATE OF TEXAS COUNTY OF TRAVIS	BEFORE ME, the undersigned, a Notary Public	ed Jack Wolls both known to me to be the persons whose n to me that they each executed the same for the	Paney Molls wife or examined by me privily and apart from her hus	that she had willingly signed the same for the purposes and conswish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the.	My Commission Expires Gen 2/9

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appearboth known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged and COUNTY OF TRAVIS THE STATE OF TEXAS Ifmmie Parish

., his wife,

Gladys Parish

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 (VeTober, A. D. 1961 GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5 day of -, wife of the said. Jimmis Parish Gladys Parish Gladys Parish wish to retract it.

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

SEAL

Notary Public in and for

THE STATE OFTEXAS	
COUNTY OF	
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-	appear-
ed D. C. Stephens known to me to be the person whose name is subscribed to the foregoing	oregoing
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 $\frac{7Z}{\text{day of}}$ of $\frac{19}{\text{b}}$ A. D. 19 $\frac{6}{\text{b}}$	for the 19 6/
SEAL STAIL Carlton	
My Commission Expires 9 une 1 1963 Caldwill County, Ayanz	C SOO M

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 Wolls , 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	Paney 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	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 Cot, A. D. 196/	SEAL SEAL	Notary Public in and for	My Commission Expires Grave 1/63 Francis County, 28x
TH	200	BEF	ed _ both	to m	exan	that	GIV	SEA		My

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THE STATE OF TEXAS

his wife, both known to me to he the persons whose names are subscribed to the foregoing instrument and acknowledged BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appearexamined 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 to me that they each executed the same for the purposes and consideration therein expressed, and the said \_\_ having Cladys Parish GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5 day of \_ wife of the said. Jimmie Parish and COUNTY OF TRAVIS Jimmie Parish Gladys Parish Gladys Parish wish to retract it.

Notary Public in and for.

SEAL

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	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-	and his wife, 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 saidS.	wife of the said. J. W. McDonald, having been 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 for the purposes and consideration therein expressed, and that she did not	GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 27th day of September, A. D. 1961	mer. Carlton	Notary Public in and for Gounty, Lyan
THE STATE OF TEXAS COUNTY OF CALDIFIL	BEFORE ME, the undersigned, a Notary	ed J. W. McDonald both known to me to be the persons who	to me that they each executed the same for	Examined by me privily and apart from her	that she had willingly signed the same for wish to retract it.	GIVEN UNDER MY HAND AND SEAL	SEAL	My Commission Expires Que 1 1963

OF TEXAS COUNTY OF BRAZORIA THE STATE

signed the same for the purposes and consideration therein expressed, and that this day personally appeared Elsie Stephens, wife of D. C. Stephens, known to having been examined by me privily and apart from her husband, and having the me to be the person whose name is subscribed to the foregoing instrument, and 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 HEFORE ME, the undersigned authority in and for said County and State, on she did not wish to retract it. 30 day of GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the

My commission Expires

Notary Public

	THE STATE OFTEXAS
	COUNTY OFCALDWELL :
	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-
	Jessie lex Stephens and Christine 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
	Cin. letine, Stephens , wife of the said. Jessie lex Stephens , having been
	examined by me privily and apart from her husband, and having the same fully explained to her, she, the said
	Christine 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 26 day of September, A. D. 1961
	mw Caston
	Notary Public in and for
	Ty-Commission Expires June 1 1963 Caldwell County, Tyer
	THE STATE OFTEXAS
	COUNTY OFCALDWELL:
	DEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-
	d Mrs. Bula Stephens known to me to be the person whose name is subscribed to the foregoing
	nstrument, and acknowledged to me that she executed the same for the urposes and consideration therein expressed.
	HVEN UNDER MY HAND AND SEAL OF OFFICE this, the 10 day of October, A. D. 1961
	EAL Careton
	Notary Public in and for
1.	Ty Commission Expires June 1 1963 Carldwell County, Tyan

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	BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-	known to me to be the person whose name is subscribed to the foregoing	this, the 1944ay of Datales , A. D. 1961.	Notary Public in and for Jaryalk	Cath, I
THE STATE OF VIRGINIA	BEFORE ME, the undersigned, a Notary Public in and	ed Opal Stephens known to me	instrument, and acknowledged to me thatsheexecuted the same for the purposes and consideration therein expressed.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the Maday of, A. D. 192/,	SEAL	My-commission Expires M. 84 1963

### **Pccdjohnie**

From:

Morales, Isidro - Lockhart, TX [Isidro.Morales@tx.usda.gov]

Sent:

Monday, March 27, 2006 7:49 AM

To:

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

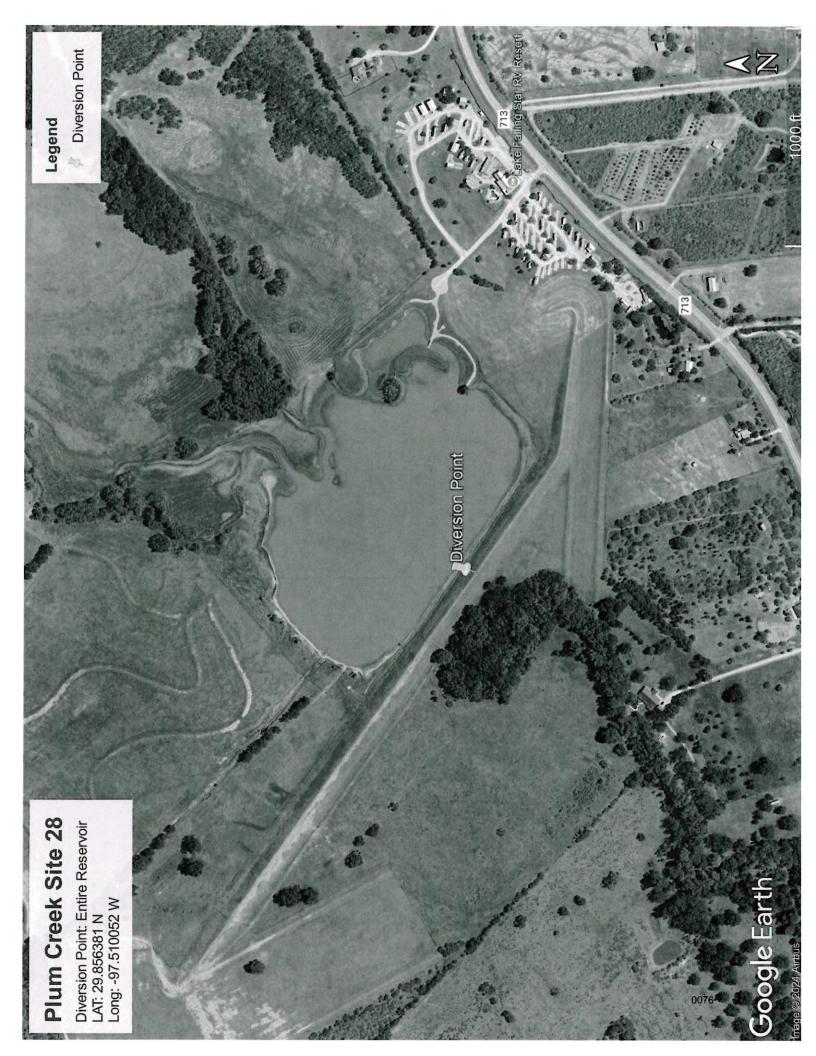
Hello Brian,

Subject: PCCD Site 28

Johnie 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 Johnie 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



### **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

aquat	tic organisms (ex. Screens on any new diversion structure that is not already orized in a water right). <b>Instructions, Page 28.</b>
	ens shall be placed on any pump intake hoses to avoid impingement and entrainment of tic organisms.
2.	New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)
Sulph	section is required for new appropriations of water in the Canadian, Red, aur, and Cypress Creek Basins and in all basins for requests to change a sion point. <b>Instructions, Page 30.</b>
	ription of the Water Body at each Diversion Point or Dam Location. (Provide an onmental Information Sheet for each location),
a. Ide	ntify the appropriate description of the water body.
	□ Stream
	□ Reservoir
	Average depth of the entire water body, in feet:
	□ Other, specify:
b. Flo	w 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.
☐ 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 mapsubmitted 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.
    - If a United States Army Corps of Engineers (USACE) 404 permit is ii. 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					

<sup>\*</sup> 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 aguifer 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, 55<sup>th</sup> 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 17<sup>th</sup>, 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, administrating the permit for Site 28.

APPROVED AND ADOPTED this \_\_\_\_\_\_\_ 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 <u>5</u> Ayes and <u>9</u> Nays.

James A. Holt. Jr. President

Peter Reinecke, Vice-President
Lucy Knight, Secretary-Treasurer

## Exhibit "6" Copy of Check No. 2499 for Filing Fees



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



