

TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Natalia Ponebshek, Project Manager
Water Rights Permitting Team

DATE: September 21, 2023

SUBJECT: Joe Riley
ADJ 3635
CN604137232, RN106506876
Application No. 12-3635A to Amend Certificate of Adjudication No. 12-3635
Texas Water Code § 11.122, Requiring Limited Mailed Notice
Leon River, Brazos River Basin
Comanche County

The application and partial fees were received on June 1, 2023. Additional information and fees were received on September 14 and 15, 2023. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on September 21, 2023. Mailed notice to the interjacent water right holders of record in the Brazos River Basin for changing the diversion point is required pursuant to Title 30 Texas Administrative Code § 295.158(c)(3)(C) and no notice is required for adding a place of use pursuant to § 295.158(c)(2)(B).

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

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required **YES**

NO

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



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 21, 2023

Ms. Donna Riley
435 Private Road 1370
Dublin, TX 76446-6200

VIA E-MAIL

RE: Joe Riley
ADJ 3635
CN604137232, RN106506876
Application No. 12-3635A to Amend Certificate of Adjudication No. 12-3635
Texas Water Code § 11.122, Requiring Limited Mailed Notice
Leon River, Brazos River Basin
Comanche County

Dear Ms. Riley:

This acknowledges receipt on September 14 and 15, 2023 of additional information and fees in the amount of \$52.92 (Receipt No. M400322, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on September 21, 2023. 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 Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment

PTGU

TO THE ORDER
OF THE COMPTROLLER
TCEQ

PAY TO THE ORDER
OF STATE COMPTROLLER
TCEQ

Ms. Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

400322 8148

September 8, 2022 400322 8148

RE: Joe Riley
ADJ 3635
CN604137232, RN106506876
Application No. 12-3635A to Amend Certificate of Adjudication No. 12-3635
Texas Water Code 11.122, Requireing Limited Mailed Notice
Leon River, Brazos River Basin
Comanche County

Dear Ms. Ponebshek,


I received your notice and am confirming that I am requesting to add a diversion reach between the upstream and downstream points provided by the application I submitted earlier.

I am enclosing the additional fees to cover the notices that are required to be sent out.

Please don't hesitate to contact me if additional information is requested from me.

Sincerely,

Donna Riley


254-445-4013

Natalia Ponebshek

From: Natalia Ponebshek
Sent: Wednesday, September 6, 2023 5:38 PM
To: Donna Riley
Subject: Joe Riley App No. 12-3635A RFI
Attachments: Riley_12-3635A_RFI_1_Sent_9.6.2023.pdf

Good afternoon,

Please find the attached request for information for the abovementioned application. A response is due by October 6, 2023.

Thank you,

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
(512) 239-4641

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

September 6, 2023

Ms. Donna Riley
435 Private Road 1370
Dublin, TX 76446-6200

VIA E-MAIL

RE: Joe Riley
ADJ 3635
CN604137232, RN106506876
Application No. 12-3635A to Amend Certificate of Adjudication No. 12-3635
Texas Water Code § 11.122, Requiring Limited Mailed Notice
Leon River, Brazos River Basin
Comanche County

Dear Ms. Riley:

This acknowledges receipt, on June 1, 2023, of the referenced application and fees in the amount of \$112.50 (Receipt No. M317092, copy attached).

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

1. Confirm that the application is requesting to add a diversion reach between the upstream and downstream points provided by the applicant in Worksheet 3.0.
2. Remit fees in the amount of \$52.92 as described below. Please make check payable to the Texas Commission on Environmental Quality or the TCEQ.

Filing Fee (Amendment)	\$ 100.00
Recording Fee	\$ 12.50
<u>Notice Fee (\$2.94 x 18 WR holders)</u>	<u>\$ 52.92</u>
TOTAL FEES	\$ 165.42
<u>FEES RECEIVED</u>	<u>\$ 112.50</u>
TOTAL FEES DUE	\$ 52.92

Please provide the requested information and fees by October 6, 2023 or the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18.

If you have any questions concerning this matter, please contact me via e-mail at Natalia.Ponebshek@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

Natalia Ponebshek

Natalia Ponebshek, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

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

APPLICANT(S): Joe Riley

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

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Water Availability Division

Y/N

y Administrative Information Report

_____ Additional Co-Applicant Information

_____ Additional Co-Applicant Signature Pages

_____ Written Evidence of Signature Authority

y Technical Information Report

_____ USGS Map (or equivalent)

y Map Showing Project Details

y Original Photographs

_____ Water Availability Analysis

y Worksheet 1.0

y Recorded Deeds for Irrigated Land

y Consent for Irrigated Land

N Worksheet 1.1

_____ Addendum to Worksheet 1.1

N Worksheet 1.2

N Worksheet 2.0

_____ Additional W.S. 2.0 for Each Reservoir

_____ Dam Safety Documents

_____ Notice(s) to Governing Bodies

_____ Recorded Deeds for Inundated Land

_____ Consent for Inundated Land

Y/N

y Worksheet 3.0

y Additional W.S. 3.0 for each Point

y Recorded Deeds for Diversion Points

_____ Consent for Diversion Access

N Worksheet 4.0

_____ TPDES Permit(s)

_____ WWTP Discharge Data

_____ Groundwater Well Permit

_____ Signed Water Supply Contract

N Worksheet 4.1

y Worksheet 5.0

_____ Addendum to Worksheet 5.0

N Worksheet 6.0

_____ Water Conservation Plan(s)

_____ Drought Contingency Plan(s)

_____ Documentation of Adoption

N Worksheet 7.0

_____ Accounting Plan

y Worksheet 8.0

y Fees

_____ Public Involvement Plan

ADMINISTRATIVE INFORMATION REPORT

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

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

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

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

New Appropriation of State Water

Amendment to a Water Right *

Bed and Banks

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

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

Applicant wishes to amend the permit to add two diversion reaches instead of the current diversion point and add a new place of use to the permit. Applicant wishes to add the entire contiguous property now owned, 519.37 acres, to the permit.

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2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

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

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

Joe Riley

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

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at
<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN: 604137232 (leave blank if you do not yet have a CN).

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

First/Last Name: Joe Riley

Title: owner

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

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at
<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Joe Riley

Mailing Address: 435 Private Road 1370

City: Dublin

State: TX

ZIP Code: 76446

Indicate an X next to the type of Applicant:

Individual

Sole Proprietorship-D.B.A.

Partnership

Corporation

Trust

Estate

Federal Government

State Government

County Government

City Government

Other Government

Other _____

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For Corporations or Limited Partnerships, provide:

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

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

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

First and Last Name: Donna Riley

Title: owner's wife

Organization Name: _____

Mailing Address: 435 Private Road 1370

City: Dublin State: TX ZIP Code: 76446

Phone Number: 254-445-4013

Fax Number: 254-445-4013

E-mail Address: [REDACTED]

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

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

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

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

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5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

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

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

If **yes**, provide the following information:

Account number: _____ Amount past due: 0 _____

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

If **yes**, please provide the following information:

Enforcement order number: _____ Amount past due: 0 _____

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

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

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

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

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

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Joe Riley

(Typed or printed name)

(Title)

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

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

Signature: Joe Riley
(Use blue ink)

Date: 5-23-23



Subscribed and Sworn to before me by the said

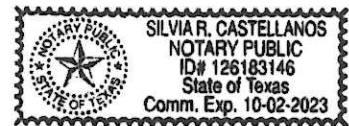
on this 23 day of May, 2023.

My commission expires on the 02 day of Oct, 2023.

Notary Public [Signature]

[SEAL]

County, Texas



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

TECHNICAL INFORMATION REPORT
WATER RIGHTS PERMITTING

RECEIVED

JUN 01 2023

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

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

Date of pre-application meeting: 5-23-23 3-4 pm

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

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

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

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

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

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

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

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

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

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

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

Water Right (Certificate or Permit) number you are requesting to amend: 12-3635

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

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

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

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

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

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

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

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

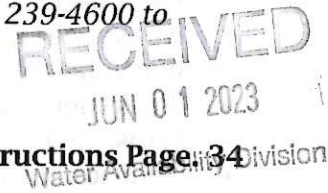
d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N Y
If yes, submit:

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

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

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

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



Additionally, all amendments require:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worksheets and information:

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

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

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

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

Texas State and regional water plans do not generally cover ever change in water rights. This new plan is consistent with the state requirements and nothing in this plan is conflicting with current regulations.

- b. Did the Applicant perform its own Water Availability Analysis? Y / N N
If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.
- c. Does the application include required Maps? (Instructions Page. 15) Y / N Y

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Water Availability Division

RECEIVED

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RECEIVED

JUN 01 2023

Water Availability Division

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

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

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

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

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

a. Location Information Regarding the Lands to be Irrigated

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

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

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

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

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

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

Quantity (acre-feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
84	Farm Irrigation	Farm Irrigation	125 acres out of 161.233 acres tract	519.37 acres of a 519.37 acre tract
			In Comanche County TX	Comanche County TX

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

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

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

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- Applicant proposes to irrigate a total of 519.37 acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of 519.37 acres in Comanche County, TX.
 - Location of land to be irrigated: In the Alexander E Nodye Original Survey No. _____, Abstract No. 426 . 359.13 acres and Edward H Winfield Survey, Ab# 984 - 160.24 acres
A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.
- Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.**
- Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
 - See Worksheet 1.2, Marshall Criteria, and submit if required.
 - See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

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

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

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

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

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

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

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

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

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

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

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

WORKSHEET 1.2 NOTICE. “THE MARSHALL CRITERIA”

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

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

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

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

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

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

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

WORKSHEET 2.0 Impoundment/Dam Information

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

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

1. Storage Information (Instructions, Page. 21)

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

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____
- iii. Additional information required for **on-channel** storage:
1. Surface area (in acres) of on-channel reservoir at normal maximum operating level:_____.
 2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option. Applicant has calculated the drainage area. Y/N_____ If yes, the drainage area is_____sq. miles. (If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

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

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

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

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

Latitude_____°N, Longitude_____°W.

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

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

WORKSHEET 3.0 DIVERSION POINT (OR DIVERSION REACH) INFORMATION

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

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

1. Diversion Information (Instructions, Page. 24)

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

1. Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

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b. Maximum Rate of Diversion for **this new point** _____ cfs (cubic feet per second)
or 900 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N Y
If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches _____ cfs or 900 gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N N

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

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

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

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

Applicant has calculated the drainage area. Y / N N

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

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

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Leon River
- b. Zip Code: 76442
- c. Location of point: In the Alexander E Nady Original Survey No. _____, Abstract No. 426, Comanche County, Texas.

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

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

- d. Point is at:
Latitude 31.900055°N, Longitude -98.435532W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): mapping program
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 3.0 DIVERSION POINT (OR DIVERSION REACH) INFORMATION

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

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

1. Diversion Information (Instructions, Page. 24)

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

1. Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

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b. Maximum Rate of Diversion for **this new point** _____ cfs (cubic feet per second)
or 900 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N Y
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* _____ cfs or 900 gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N N

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

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

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

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

Applicant has calculated the drainage area. Y / N N

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

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

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Leon River
- b. Zip Code: 76442
- c. Location of point: In the Alexander E Nodge Original Survey No. _____, Abstract No. 424, Comanche County, Texas.

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

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

- d. Point is at:
Latitude 31.900880 °N, Longitude -98.419567 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): mapping program
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0 DISCHARGE INFORMATION

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

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

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

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

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

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

For water discharged at this location provide:

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

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

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

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

Floating pump with rolling screen

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

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

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

a. Identify the appropriate description of the water body.

Stream

Reservoir

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

Other, specify: _____

b. Flow characteristics

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

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

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

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: _____

c. Waterbody aesthetics

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

Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional

Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

Common Setting: not offensive; developed but uncluttered; water may be colored or turbid

Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

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

Primary contact recreation (swimming or direct contact with water)

Secondary contact recreation (fishing, canoeing, or limited contact with water)

Non-contact recreation

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.

2. If the application includes a proposed reservoir, also include:

i. A brief description of the area that will be inundated by the reservoir.

ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.

iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

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

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

a. For all bed and banks applications:

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

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number _____

- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:

Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

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

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

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

N/A

WORKSHEET 6.0 Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.
Instructions, Page 31.

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

1. Water Conservation Plans

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

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

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

1. ____ Municipal Use. See 30 TAC § 288.2. **
2. ____ Industrial or Mining Use. See 30 TAC § 288.3.
3. ____ Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ____ Wholesale Water Suppliers. See 30 TAC § 288.5. **

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

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

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.
Applicant has included this information in each applicable plan? Y / N____

2. Drought Contingency Plans

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

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

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

1. Is Accounting Plan Required

Accounting Plans are generally required:

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


2. Accounting Plan Requirements

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

WORKSHEET 8.0 CALCULATION OF FEES

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

1. NEW APPROPRIATION

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

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100	100.00
	OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$ 112.50

3. BED AND BANKS

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

May 11, 2023

To Whom it may Concern:

I am aware of and give my permission, as a co-trustee of the Riley Family Trust, for Joe Riley to irrigate and use the entire 519.37 acres the Riley Family Trust owns in Comanche County.

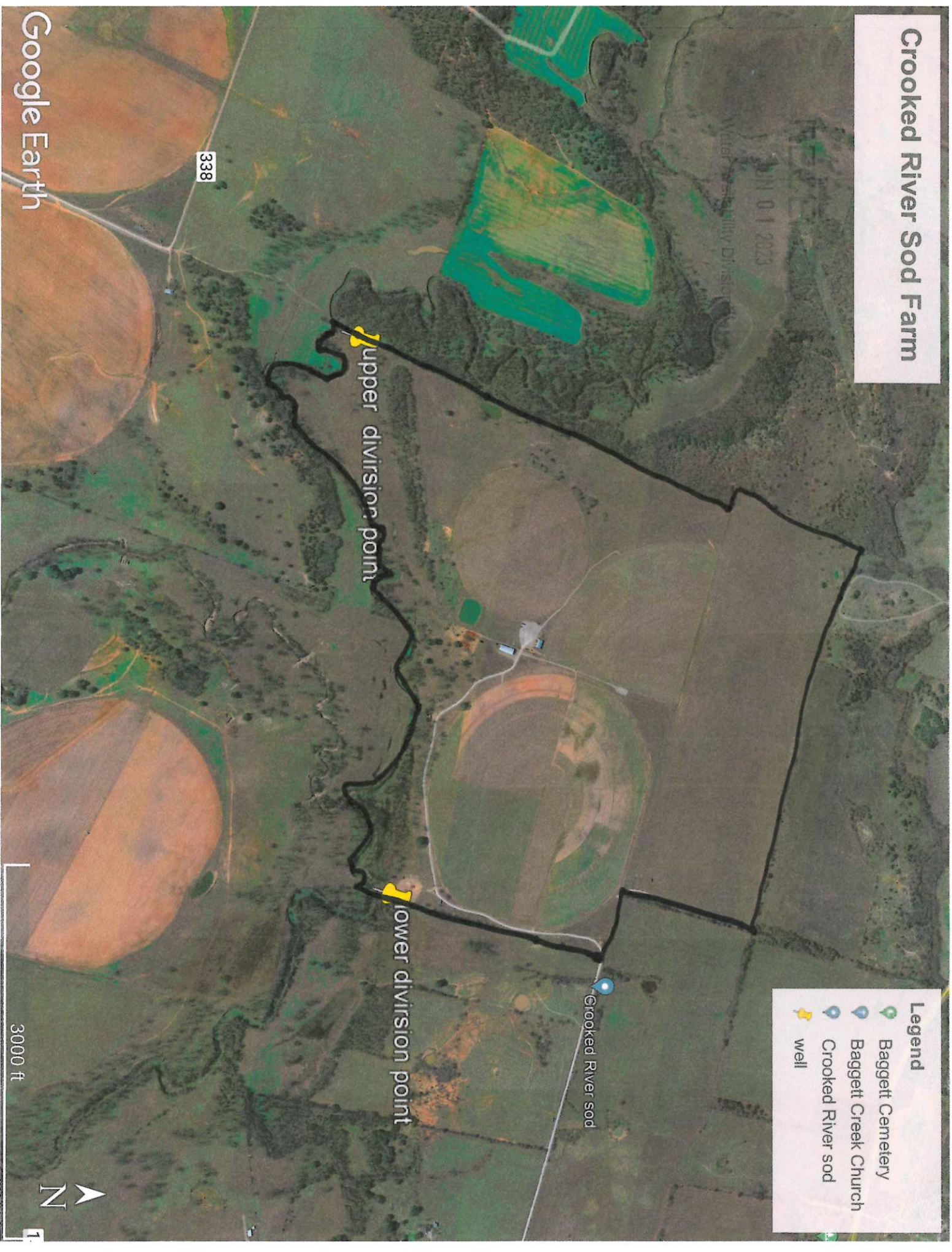
Donna Lee Mitchell Riley

Donna Lee Mitchell Riley
Co-Trustee of The Riley Family Trust

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Water Availability Division

Crooked River Sod Farm

- Legend**
- Baggett Cemetery
 - Baggett Creek Church
 - Crooked River sod
 - well
 - well



Google Earth

338

Upper diversion point

Lower diversion point

Crooked River sod

30000 ft





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JUN 01 2023

294

AFTER RECORDING, MAIL TO: Water Availability Division
Leslie Dillon Thomas, Attorney
Thomas-Walters, PLLC
1701 River Run, Suite 1010
Fort Worth, TX 76107

MAIL TAX STATEMENTS TO:
Joe Mac Riley and Donna Lee Mitchell Riley, as
co-Trustees
435 PR 1370
Dublin, TX 76446

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

WARRANTY DEED

THE STATE OF TEXAS: County of Comanche; KNOW ALL MEN by these presents that
JOE MAC RILEY and DONNA LEE MITCHELL RILEY, husband and wife, the GRANTORS,

Whose mailing address is 435 PR 1370, Dublin, TX 76446;

for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to Grantors in hand paid by
JOE MAC RILEY and DONNA LEE MITCHELL RILEY, as co-Trustees of THE RILEY FAMILY
TRUST, U/A dated January 31, 2020, the GRANTEE,

Whose mailing address is 435 PR 1370, Dublin, TX 76446;

have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Grantee, all
of that certain premises to wit:

THAT CERTAIN 161.233 ACRES, MORE OR LESS, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF FULLY SET FORTH, **TOGETHER WITH** THAT CERTAIN 1.784 ACRES, MORE OR LESS, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF FULLY SET FORTH, **TOGETHER WITH** THAT CERTAIN .496 ACRE OF LAND, MORE OR LESS, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "C" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF FULLY SET FORTH, **TOGETHER WITH** THAT CERTAIN 285.73 ACRES, MORE OR LESS, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "D" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF FULLY SET FORTH, AND **TOGETHER WITH** THAT CERTAIN 72.41 ACRES OF LAND, MORE OR LESS, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "E" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF FULLY SET FORTH.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee and its assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Grantee and its assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. HOWEVER, subject to any and all validly existing Encumbrances, Restrictions, Conditions, Covenants, Rights, Rights of Way and Easements now of record, if any.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the hereinabove described real property; including, but not limited to, the power to convey.

WITNESS our hand this 31st day of January, 2020.

Joe Mac Riley
JOE MAC RILEY

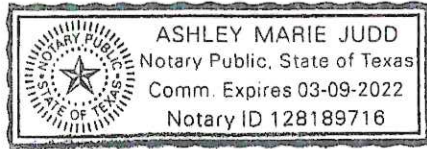
Donna Lee Mitchell Riley
DONNA LEE MITCHELL RILEY

STATE OF TEXAS

COUNTY OF TARRANT

Before me (the undersigned, a Notary Public in and for said State), personally appeared JOE MAC RILEY and DONNA LEE MITCHELL RILEY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this January 31, 2020.



Ashley Marie Judd
NOTARY PUBLIC

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Water Availability Division

State of Texas
County of Comanche

Field Notes of a survey of 161.233 acres, occupied and under fence, described as 179.5 acres in a deed from William Kelley et al to Lionel Ewing et al recorded in Volume 297, Page 247 Official Public Records of Comanche County all being out of the Alexander Hodge Survey, Abstract 426, Comanche County Texas constituting all of the 179.5 acres presently occupied North of and Bounding the center of the Leon River as flowing today and being more particularly described by metes and bounds as follows;

Begin at the Northwest corner of the Hodge Survey same being the Southwest corner of the Edward H. Winfield Survey; Thence S 71°-00' E, 837 varas (record) to a 16" corner post with a 60P nail driven in the top for the Northwest corner of this described tract, the Northeast corner of 188.6 acres described in a deed from the Veterans Land Board to R.L Mull filed for record in Volume 337, Page 492 Official Public Records of Comanche County, and on the South Boundary of 72.36 acres described in a deed from R.L. Mull to Randall Mull filed for record in Volume 357, Page 53 Official Public Records of Comanche County for the True Place of Beginning;

Thence S 18°-25'-52" W, 2944.14 feet with an existing fence to a 5/8" x 18" rebar set at the base of a corner post for the occupied Southwest corner of this described tract

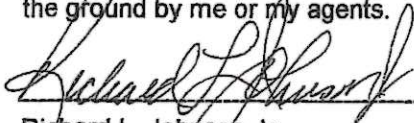
Thence S 71°-00' W, 193.40 feet with an existing fence, passing the end of said fence and end of the North Bank of the Leon at 160 feet, to a point in the center of the Leon River;

Thence with the meanders of the center of the Leon River with the remnants of an existing fence on the North bank approximately paralleling and approximately 30 feet from the River center as follows: S 88°-17'-20" E, 146.45 feet; S 66°-42'-59" E, 77.17 feet; S 34°-24' E, 108.44 feet; S 69°-20'-27" E, 109.90 feet; N 56°-13'-18" E, 142.35 feet; N 30°-52'-10" E, 120.56 feet; N 88°-30'-14" E, 180.15 feet; S 81°-31'-59" E, 136.29 feet; S 55°-54'-11" E, 177.59 feet; S 61°-01'-56" E, 340.00 feet; S 30°-13'-59" E, 215.29 feet; S 36°-18'-36" W, 42.78 feet; S 67°-30'-48" E, 114.02 feet, N 58°-33'-54" E, 253.03 feet; S 78°-34'-55" E, 186.13 feet; S 85°-26'-28" E, 293.31 feet; and S 85°-26'-29" E, 102.77 feet to a point in the center of the Leon River at the intersection of the South projection of an existing fence for the occupied East Boundary and the Southeast corner of this described tract

Thence N 18°-57'-55" E, 2604.94 feet, passing a 5/8" x 18" rebar set approximately 50' East of a spring outlet at 77.05 feet, with an existing fence for the West Boundary of 137.8 acres described in a deed from B.F. Luker to T.E. Luker filed for record in Volume 312, Page 92 Official Public Records of Comanche County to a 5/8" x 18" rebar set in the center of an existing 30' Lane for the Northeast corner of this described tract and the Northwest corner of said 137.8 acres;

Thence N 71°-00' W, 2551.24 feet (record bearing), passing a corner post at 18.5 feet for the beginning of an existing fence, passing the Southeast corner of said 72.36 acres and the Southwest corner of 139.7 acres described in a deed from B.F. Luker to T.E. Luker filed for record in Volume 310, Page 652, Official Public Records of Eastland County at 791 feet, to the place of beginning and containing 161.233 acres.

I, Richard L. Johnson Jr., do hereby certify these notes represent a survey performed on the ground by me or my agents.



Richard L. Johnson Jr.
Registered Professional Surveyor 1922
6/28/96



Exhibit A

State of Texas
County of Comanche
30' Easement

Field Notes of a survey of 1.784 acres included in a 30' lane now providing access to a surveyed 161.233 acres described as 179.5 acres out of the Alexander Hodge Survey, Abstract 426, in a deed from William Kelley et al to Lionel Ewing et al filed for record in Volume 297, Page 247 Official Public Records of Comanche County; 1.140 acres of which is out of two tracts and comprising of 139.7 acres described in a deed from B.F. Luker to T.E. Luker recorded in Volume 310, Page 652 Official Public Records of Comanche County and 50 acres described in a deed from B.F. Luker to T.E. Luker filed for record in Volume 306, Page 497 Official Public Records of Comanche County out of the Edward H. Winfield Survey, Abstract 984, and 0.644 acres of which is out of 137.8 acres in the Alexander Hodge Survey, Abstract 426, described in a deed from B.F. Luker to T.E. Luker filed for record in Volume 309, Page 445 Official Public Records of Comanche County being more particularly described by metes and bounds as follows;

Begin at a 5/8" x 18" rebar set for the Northeast corner of described 179.5 acres and the Southwest corner of this described tract and True Place of Beginning;

Thence N 18°-57'-55" E, 15 feet to the Northwest corner of this described tract;

Thence S 71°-00' E, 3310.1 feet with an existing fence to the West Right of Way of FM 1496 for the Northeast corner of this described tract;

Thence S 19°-00' W, 15 feet to the center of this Easement on the Survey Line and in the North Boundary of an adjoining remainder of 90 acres described in a deed from J.N. Evans to T.E. Kelley filed for record in Volume 223, Page 98 Official Public Records of Comanche County for the Easternmost Southeast corner of this described tract;

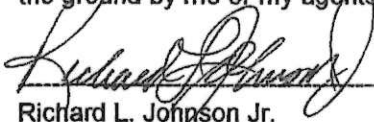
Thence N 71°-00' W, 1439 feet with the center of said easement and survey line to the Northwest corner of said 90 acre remainder and the Northeast corner of said Luker 137.8 acres an "El" corner of this described tract;

Thence S 19°-00' W, 15 feet to the Westernmost Southeast corner of this described tract;

Thence N 71°-00' W, 1871.1 feet with an existing fence to the Southwest corner of this described tract

Thence N 18°-57'-55" E, 15 feet to the place of beginning and containing 1.784 acres.

I, Richard L. Johnson Jr., do hereby certify these notes represent a survey performed on the ground by me or my agents.



Richard L. Johnson Jr.
Registered Professional Surveyor 1922
6/31/96

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Exhibit B

State of Texas
County of Comanche
30' Easement

Field Notes of a survey of 0.496 acres included in a 30' lane now providing access to a surveyed 161.233 acres described as 179.5 acres out of the Alexander Hodge Survey, Abstract 426, in a deed from William Kelley et al to Lionel Ewing et al filed for record in Volume 297, Page 247 Official Public Records of Comanche County; said 0.496 acres is in the Alexander Hodge Survey, Abstract 426 and out of the remainder of 90 acres described in a deed from J.N. Evans to T.E. Kelly filed for record in Volume 223, Page 98 Official Public Records of Comanche County

Begin at the Northwest corner of said 90 acre remainder also the Northeast corner of 137.8 acres described in a deed from B.L. Luker to T.E. Luker filed for record in Volume 309, Page 445 Official Public Records of Comanche County in the center of said 30' easement, for the Northwest corner of this described tract;

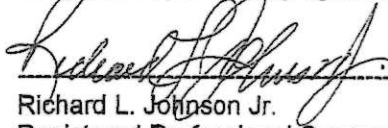
Thence S 71°-00' E, 1439 feet with the center of 30' easement and survey line to the West Right of Way of FM 1496 for the Northeast corner of this described tract;

Thence S 19°-00' W, 15 feet to the Southeast corner of this described tract;

Thence N 71°-00' W, 1439 feet with an existing fence part way, to the Southwest corner of this described tract;

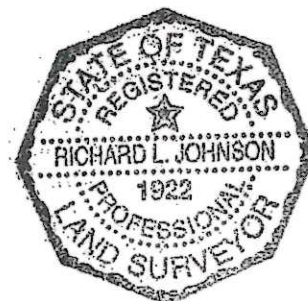
Thence S 19°-00' W, 15 feet to the place of beginning and containing 0.496 acres.

I, Richard L. Johnson Jr., do hereby certify these notes represent a survey performed on the ground by me or my agents.


Richard L. Johnson Jr.
Registered Professional Surveyor 1922
6/31/96

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Water Availability Division

Exhibit C



TRACT TWO

**THE STATE OF TEXAS:
COUNTY OF COMANCHE:**

Being 285.73 acres of land, situated in Comanche County, Texas, of which 197.90 acres is out of the Alexander Hodge Survey, Abstract Number 426, and the remaining 87.83 acres is out of the Edward H. Winfield Survey, Abstract Number 984, and being all of a 188.6 acre tract of land that is described in a deed from the Veterans Land Board of the State of Texas, to Robert L. Mull, recorded in Volume 337 at Page 492, Deed Records of Comanche County, Texas, and being part of a 282 acre tract of land that is described in a deed from R. H. Stephens, et ux, to Robert L. Mull, et ux, recorded in Volume 256 at Page 463, said Deed Records, and further described as follows;

BEGINNING, at a 3 inch pipe post found in a fence corner at the Northeast corner of said 188.6 acre tract and the Southeast corner of said 282 acre tract, and being the Southwest corner of a 72.36 acre tract of land that is described in Volume 453 at Page 344, said Deed Records, and being the Northwest corner of a 161.233 acre tract of land that is described in a deed to Joe Riley, recorded in Volume 744 at Page 395, said Deed Records, and being in the North line of said Hodge Survey and the South line of said Winfield Survey, for a corner of this tract;

THENCE, S 18° 45' 26" W 3327.95 feet, with the East line of said 188.6 acre tract and the West line of said 161.33 acre tract, part way along a fence, to a point in the center of the Leon River, from which a reference 6 inch pipe post bears N 19° 00' 13" E 111.81 feet, for the Southeast corner of this tract;

THENCE, up stream with the center of the Leon River, as follows, S 29° 29' 43" W 60.59 feet, S 89° 32' 09" W 63.19 feet, N 32° 42' 42" W 60.87 feet, N 14° 40' 56" W 149.97 feet, N 45° 53' 29" W 50.80 feet, S 81° 59' 04" W 30.39 feet, S 24° 44' 48" W 57.15 feet, S 03° 07' 35" W 101.69 feet, S 33° 33' 11" W 64.75 feet, S 69° 06' 05" W 61.27 feet, N 73° 21' 01" W 94.37 feet, N 76° 41' 26" W 85.32 feet, S 83° 16' 22" W 77.06 feet, S 51° 09' 21" W 194.38 feet, S 63° 58' 59" W 130.29 feet, S 81° 29' 11" W 70.75 feet, S 56° 19' 17" W 182.66 feet, S 43° 02' 05" W 191.46 feet, S 32° 07' 40" W 153.06 feet, S 30° 21' 54" W 189.48 feet, S 51° 30' 25" W 168.63 feet, N 57° 53' 43" W 98.16 feet, N 78° 16' 09" W 45.86 feet, S 25° 29' 31" W 153.26 feet, S 44° 49' 44" W 182.44 feet, S 80° 48' 43" W 59.43 feet, N 54° 35' 46" W 100.72 feet, N 01° 29' 05" E 122.02 feet, N 08° 40' 36" E 124.72 feet, N 10° 57' 06" W 119.69 feet, N 40° 42' 02" E 54.86 feet, N 33° 18' 23" E 79.17 feet, N 02° 48' 41" E 60.33 feet, N 28° 15' 37" W 155.23 feet, N 66° 41' 57" W 67.51 feet, S 71° 51' 05" W 63.45 feet, S 47° 32' 03" W 38.84 feet, S 17° 43' 42" W 93.18 feet, S 01° 04' 36" E 90.55 feet, S 54° 25' 23" W 50.89 feet, N 84° 15' 18" W 40.35 feet, N 43° 19' 52" W 59.84 feet, N 18° 49' 27" W 89.02 feet, and N 54° 55' 53" W 56.25 feet, to the Southwest corner of said 188.6 acre tract, and being in the West line of said Hodge Survey and the East line of the James Wilhelm Survey, A-986, from which a reference 3-inch Square Pipe bears N 18° 54' 04" E 41.03 feet, for the Southwest corner of this tract;

THENCE, N 18° 54' 04" E 4452.13 feet, part way along a fence, and the West line of said Hodge Survey and the East line of said Wilhelm to a stone found at the Northwest corner of said Hodge Survey and being the Northwest corner of said 188.6 acre tract, for a corner of this tract;

THENCE, N 71° 59' 34" W 227.57 feet, with a fence, to a 3/8 inch iron rod found in a fence corner at the Southwest corner of said 282 acre tract, for a corner of this tract;

THENCE, N 18° 53' 53" E 1740.10 feet, with the West line of said 282 acre tract, to a point, from which a reference 1/2 inch iron rod set bears S 66° 03' 28" E 2.70 feet, for the Northwest corner of this tract;

Exhibit D

PAGE TWO OF TWO-TRACT TWO

THENCE, S 66° 03' 28" E 1323.30 feet, part way along an old fence, to a ½ inch iron rod set at a corner of said 282 acre tract, and being the Southwest corner of the land that is described in Volume 846 at Page 480, said Deed Records, for a corner of this tract;

THENCE, S 71° 38' 48" E 1003.34 feet, with the North line of said 282 acre tract, to a ½ inch iron rod set at the a corner of said 282 acre tract and being the Northwest corner of said 72.36 acre tract, for the Northeast corner of this tract;

THENCE, S 18° 44' 37" W 1609.81 feet, with the East line of said 282 acre tract and the West line of said 72.36 acre tract, to the point of beginning and containing 285.73 acres of land.

TRACT THREE - EASEMENT TRACT:

THE STATE OF TEXAS:

COUNTY OF COMANCHE:

Being the centerline of a 30 foot wide Access Easement, situated in Comanche County, Texas, across part of the Edward H. Winfield Survey, Abstract Number 984, and being across part of a 282 acre tract of land that is described in a deed from R. H. Stephens, et ux, to Robert L. Mull, et ux, recorded in Volume 256 at Page 463, said Deed Records, and further described as follows;

BEGINNING, cotton picker spindle set in the center of an existing roadway, and being in the North line of a 285.73 acre tract of land surveyed this day for Joe Riley, from which a 2 inch pipe post found an internal corner of said 282 acre tract and the Southwest corner of a tract of land that is described in Volume 846 at Page 480, bears S 66° 03' 28" E 553.61 feet, for the South end of this Easement;

THENCE, with the centerline of an existing roadway, as follows;

N 18° 22' 13" E 168.86 feet, N 07° 38' 16" E 183.52 feet, N 01° 06' 24" East 230.63 feet, N 07° 28' 45" W 532.85 feet, N 18° 25' 15" W 473.89 feet, N 17° 41' 54" E 442.01 feet, N 09° 53' 21" E 341.24 feet, N 19° 40' 50" E 1082.98 feet, N 08° 44' 04" E 407.60 feet, N 18° 53' 53" E 188.46 feet, N 70° 31' 07" E 157.29 feet, N 36° 23' 54" E 51.45 feet, N 15° 56' 40" E 86.76 feet, N 41° 41' 15" E 63.33 feet, N 83° 35' 55" E 66.47 feet, and N 54° 09' 46" E 40.24 feet, to a point in the South Right of Way line of FM Highway 1476, from which a reference cotton picker spindle set bears N 54° 09' 46" E 0.79 feet, for the North end of this 30 foot wide Access Easement.

TRACT ONE:

THE STATE OF TEXAS:

COUNTY OF COMANCHE:

Being 72.41 acres of land, situated in Comanche County, Texas, out of the Edward H. Winfield Survey, Abstract Number 984, and being all of a 72.36 acre tract of land that is described in a deed from Patricia Ann Mull to Randell Lee Mull, recorded in Volume 453 at Page 344, Deed Records of Comanche County, Texas, and further described as follows;

BEGINNING, at a 3 inch pipe post found in a fence corner at the Southwest corner of said 72.36 acre tract, and being the Northeast corner of a 188.6 acre tract of land that is described in Volume 377 at Page 492, said Deed Records, and the Southeast corner of a 282 acre tract of land that is described in Volume 256 at Page 463, said Deed Records, and being the Northwest corner of a 161.233 acre tract of land that is described in a deed to Joe Riley, recorded in Volume 744 at Page 395, said Deed Records, and being in the North line of said Hodge Survey and the South line of said Winfield Survey, for the Southwest corner of this tract;

THENCE, N 18° 44' 37" E 1609.81 feet, to a ½ inch iron rod set at the Northwest corner of said 72.36 acre tract, and being a corner of said 282 acre tract and in the South line of the land that is described in Volume 846 at Page 480, said Deed Records, for the Northwest corner of this tract;

THENCE, S 72° 07' 47" E 1928.89 feet, with the North line of said 72.36 acre tract, to a ½ inch iron rod found at the Northeast corner of said 72.36 acre tract, and being a corner of a 139.7 acre tract of land that is described in Volume 801 at Page 182, said Deed Records, for the Northeast corner of this tract;

THENCE, S 18° 24' 46" W 1653.00 feet, with a fence along the East line of said 72.36 acre tract and the West line of said 139.7 acre tract, to a ½ inch iron rod found in a fence corner at the Southeast corner of said 72.36 acre tract, and being in the North line of said 161.233 acre tract, for the Southeast corner of this tract;

THENCE, N 70° 50' 58" W 1938.26 feet, with a fence along the North line of said 161.233 acre tract, to the point of beginning and containing 72.41 acres of land.

Exhibit E

FILED FOR RECORD
AT 9:45 O'CLOCK A M

FEB 6 2020

Ruby Lesley
Clerk, County Court Comanche Co., Texas

Thomas-Walters, PLLC
1701 River Run, Suite 1010
Fort Worth, TX 76107

58.80
⑨ The Law Office of
Leslie Dillon Thomas
Thomas-Walters, PLLC

FILED

AT 9:45 O'CLOCK A M
ON THE 6th DAY OF February
A.D., 2020.

Ruby Lesley

COUNTY CLERK, COMANCHE CO. TEXAS
BY *Amy Huddleston*

DEPUTY

STATE OF TEXAS
COUNTY OF COMANCHE

I hereby certify that this instrument was FILED
on the date and at the time stamped hereon by
me and was duly RECORDED in the Volume and
Page of the Deed
Records of Comanche County, Texas.



Ruby Lesley

County Clerk, Comanche Co., Tex

VOL. 1066 PAGE 416
RECORDED 02-07-2020

RECEIVED

JUN 01 2023

Water Availability Division

THE RILEY FAMILY TRUST

THIS TRUST AGREEMENT is made, executed and entered into by JOE MAC RILEY and DONNA LEE MITCHELL RILEY, as Trustors, and JOE MAC RILEY and DONNA LEE MITCHELL RILEY, as co-Trustees (hereinafter referred to as "the Trustee").

ARTICLE I

CONVEYANCE

Trustors desire to establish an irrevocable trust of the assets described in the attached Schedule "A" (attached hereto and made a part hereof); these assets, any other assets that may be added to this trust, and the investments, reinvestments and proceeds thereof are hereinafter called the "Trust Estate". Trustee acknowledges receipt of the Trust Estate and shall hold the same in trust, nevertheless, under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A. **Trust Name.** This trust shall be known as THE RILEY FAMILY TRUST.

2.B. **Successor Trustees.**

(1) If either Trustor shall cease to act as a Trustee for any reason, during their joint lifetimes, the other Trustor shall act as sole Trustee of the trust.

(2) After the death of either Trustor, the surviving Trustor shall act as sole Trustee of the trust.

(3) In the event that both Trustors cease to act as Trustees for any reason, the successor Trustee shall be in the following order of priority:

BRADY KYLE RILEY
AMANDA JO RILEY FELLERS

(4) While co-Trustees are acting, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the trust. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

2.C. **Irrevocability.** This Agreement shall be irrevocable and shall not be altered, amended, revoked or terminated by Trustors, or either of them, or by any other person or persons; provided however, each Trustor shall have the power exercisable only in such Trustor's Last Will and Testament to change the manner of distribution, whether outright or continued in trust, of the principal of the trust to the beneficiaries and/or the issue of such beneficiaries of the trust as hereinafter set forth in Article V (other than to the Trustors or either of them, their creditors or the

creditors of the surviving Trustor, to the estate of either Trustor or to creditors of the estate of either Trustor). This Limited Power of Appointment shall include the power to allocate all or an unequal portion of the principal of the Trust to one or more beneficiaries to the exclusion of any other beneficiary. This Limited Power of Appointment may be released at any time by the delivery by either Trustor of a written notice to the Trustee stating such Trustor's intention to release such power. Upon receipt by the Trustee of such notice, such Trustor's Limited Power of Appointment to change the manner of distribution shall be irrevocably extinguished for the duration of this trust and any provision in such Trustor's Last Will and Testament to the contrary shall be of no effect.

2.D. **Definitions.** For any interpretation of this Agreement, the following definitions shall apply:

(1) *Code.* Any reference to the "Code" shall refer to The Internal Revenue Code (as separately published as Title 26 of the U.S. Code), as amended, and to any regulations pertaining to the referenced sections;

(2) *Headings.* Article headings in this Agreement are inserted for convenience only, and are not to be considered in the construction of the provisions thereof;

(3) *Incapacity.*

(a) In the case of a question or dispute, incapacitation of a Trustee shall be evidenced by written certification of two (2) physicians that the individual is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;

(b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;

(c) An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and financial affairs and such individual shall then resume the position of Trustee or co-Trustee held immediately prior to the incapacitation; and,

(d) An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual refuses to grant the court making such determination valid authorization to disclose such individual's protected health information under any applicable federal and/or state statute, or if such individual subsequently revokes such authority, the individual shall be deemed incapacitated;

(4) *Interested Person.* The term "Interested Person" means (a) a person who is a transferor of the property to the trust (including a person whose qualified disclaimer resulted in property passing to the trust); (b) a person who is related or subordinate to a person who is a transferor of the property to the trust (including a person whose qualified

disclaimer resulted in property passing to the trust) within the meaning of §672(c) of the Code; (c) a person who is a beneficiary of the trust; (d) a person who is related or subordinate to a beneficiary within the meaning of §672(c) of the Code; or, (e) any other person whose appointment may cause such person to be treated as the owner of the trust (or any portion thereof) for federal income tax purposes (pursuant to §§671, *et seq.* of the Code).

For purposes of this subparagraph, "a beneficiary of the trust" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust. A person shall be considered a beneficiary of a trust even if he or she has only a remote contingent remainder interest in the trust; however, a person shall not be considered a beneficiary of a trust if the person's only interest is as a potential appointee under a power of appointment;

(5) *Issue.* The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a parent/child relationship (as determined under Texas law) existed between such child and his or her parent, living or deceased, who was a beneficiary hereunder. A child in gestation who is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;

(6) *Need-Based.* The term "need-based" shall refer to entitlements for which certain eligibility requirements of net worth and/or annual income of the Trustors or either of them must be met;

(7) *Per Stirpes.* Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;

(8) *Principal and Income.* The determination as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of Texas, except as to any capital gains. For purposes of this Trust Agreement, any gain on the sale of a trust asset shall be allocated as income in the year of sale;

(9) *Pronouns and Gender.* In this Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;

(10) *Right of Representation.* Whenever a distribution is to be made by "right of representation" or "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;

(11) *Shall or May.* Unless otherwise specifically provided in this agreement or by the context in which used, Trustor uses the word "shall" in this Trust Agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of the Trustee, when Trustor uses the word "may" Trustor intends that the Trustee may act in the Trustee's sole and absolute discretion unless otherwise stated in this Trust Agreement;

(12) *Trustee.* Any reference to "Trustee" shall be deemed to refer to whichever individual, individuals or corporation shall then be acting as the Trustee. If a corporate trustee should, before or after qualification, (a) change its name, (b) be reorganized, merged, or consolidated with, or acquired by any other corporation, or (c) be converted into or assign its trust functions to a different type of entity, the resulting entity shall be deemed a continuation of the former one and shall continue to act as Trustee or continue to be eligible to become a Trustee, as the case may be; and,

(13) *Trustor.* The term "Trustor" has the same legal meaning as "Grantor," "Settlor," "Trustmaker," or any other term referring to the maker of a trust.

2.E. **Governing Law.** This Trust Agreement is intended to create a Texas trust and all of the terms and provisions hereof shall be interpreted according to the Texas Trust Code (Property Code, Title 9, Subtitle B, of the Texas Statutes), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.F. **Restrictions.** The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust fund or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under Texas law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary. The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. IT IS TRUSTORS' INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF THIS TRUST AND ANY SUBSEQUENT TRUST CREATED HEREUNDER.

2.G. **Maximum Duration of Trusts.** Regardless of any other provision herein, the maximum duration for any trust created hereunder is the longest period that property may be held in trust under the applicable statutes of the state then governing the situs of administration of the trust. If, under those rules, such maximum duration of a trust must be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive at the time that the application of such rules limiting the duration of a trust is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust then-

living. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.H. Special Distributions. If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated or whose financial circumstances is such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute the distribution for such person (hereinafter "the beneficiary") in accordance with the following provisions:

(1) *Under Age Twenty-One.* If a beneficiary is under the age of twenty-one and no other provision of this trust specifically addresses this possibility, the Trustee may either open a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian or the Trustee may hold such beneficiary's distribution in a separate trust for such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement., on the following terms and conditions:

- (a) The Trustee may accumulate or distribute to or for such beneficiary such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. The Trustee may make such distributions to or for the benefit of such beneficiary: (i) directly to the beneficiary; (ii) on behalf of the beneficiary for the beneficiary's exclusive benefit; (iii) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian; (iv) in any form of an annuity; and, (v) to such beneficiary's guardian if one has been appointed by the Court. The receipt for distributions by any such person shall fully discharge the Trustee. In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.
- (b) This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, or when the trust assets are exhausted by discretionary distributions. At such termination, the Trustee shall distribute the trust then on hand to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) *Substance Abuse Dependence.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance; or, is a person who is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical

substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and, if the Trustee reasonably believes that, as a result of the use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources, the Trustee shall follow the procedures set forth below.

- (a) The Trustee will request the beneficiary to submit to one or more examinations (both physical and psychological) determined to be appropriate by a board-certified medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee will maintain strict confidentiality of those results and will not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.
- (b) If, in the examining doctor's or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary will consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee will pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary.
- (c) If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and, in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.
- (d) While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support.
- (e) When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that

were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall distributed in the manner hereinafter set forth in subparagraph (5).

- (f) It is not Trustors' intention to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the trust for any liability in exercising its judgment and authority under this Agreement, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(3) *Special Needs Trust.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who is incapacitated, or is a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, the Trustee shall hold the distribution for such beneficiary further trust hereunder (hereinafter referred to as the "Special Trust") on the following terms and conditions:

- (a) The primary purpose of this trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is Trustors' intent that the assets of the Special Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the trust assets would be depleted before his or her death and the purpose of this trust could not then be fulfilled.
- (b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall pay over to or for the benefit of such beneficiary as much of the net income and as much of the principal of the Special Trust, up to the whole thereof, as the Trustee, in the Trustee's sole discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good health, comfort, safety, and welfare when, in the discretion of the Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of

training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.

- (c) It is Trustors' intent that any payments or distributions from this trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's sole discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs.
- (d) No part of the income or principal of the trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Trust Estate shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the trust assets. In the event that the Trustee is requested to release principal or income of the trust to or on behalf of such beneficiary to pay for any equipment, medication, services, or any other needs that any public benefits would be authorized to provide for were it not for the existence of the trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the trust

successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act.

3.B. **Resignation.** Any Trustee may resign at any time by giving written notice to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by the co-Trustees or the majority of the beneficiaries, but no later than thirty (30) days after such written notice.

3.C. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior Trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence.

3.D. **Bond.** No bond shall be required of any person or institution named in this Agreement as Trustee.

3.E. **Compensation.** A Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be a reasonable fee based on the time and effort of the Trustee, payable without court order. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement from the interest not charged.

3.F. **Trustee Authority.**

(1) Any Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust fund.

(3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall

refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) In the event any Trustee hereunder is precluded by the laws of any state from acting as a Trustee in such state, such successor Trustee may appoint a "Special Trustee" qualified to act in such state and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. Such successor Trustee may at its pleasure revoke such appointment and/or delegation. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

(5) The certificate of a Trustee, Special Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

3.G. **Reports.** The Trustee shall render an annual accounting to Trustors during their joint lifetime and the lifetime of the survivor, and to each beneficiary then-entitled to receive the income of the trust (except as such reporting shall be waived by such beneficiary and/or Trustors). If a beneficiary entitled to an accounting is a minor, the accounting shall be delivered to such beneficiary's parents or legal guardian. If a beneficiary entitled to an accounting is incapacitated, such beneficiary's accounting shall be delivered to the beneficiary's legal guardian or, if no such guardian has been appointed, to the beneficiary's representative payee for Social Security purposes. Unless the accounting is objected to in writing one hundred eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born. No beneficiary acting in conjunction with the Trustee shall have the power to alter or amend the trust by approval of an accounting. The records of the Trustee shall be open at all reasonable times to such inspections. The Trustee shall not be required to make any reports or accountings to the courts.

ARTICLE IV

TRUSTEE'S POWERS

4.A. **General Power.** Nothing in this Trust Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner that can result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

4.B. **Enumerated Powers.** No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general power, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by the Texas Trust Code (Property Code, Title 9, Subtitle B, of the Texas Statutes) (as though such powers were set forth herein) and, in

mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth in subparagraph (5).

(5) *Final Distribution.* In the event of the death of a beneficiary for whom a share is being held pursuant to subparagraphs (2), (3) or (4) of this Paragraph, the Trustee shall distribute the remaining principal of such share and all accrued or undistributed income thereof to or for the benefit of such one or more persons or organizations (other than to the beneficiary's estate or to creditors of the beneficiary's estate) in such proportions and subject to such trusts, powers and conditions as the beneficiary may provide and appoint by a Will specifically referring to this power to appoint. The Trustee may rely on a Will admitted to probate in any jurisdiction as being the Last Will and Testament of the beneficiary; further, the Trustee may assume the beneficiary had no Will in the absence of actual knowledge of a Will within three months after the beneficiary's death. In the absence of a valid Limited Power of Appointment (as hereinabove set forth), the remainder of the beneficiary's share shall be distributed to the beneficiary's then-living issue, per stirpes, if any, and, if none, one-half (1/2) to the husband's heirs and one-half (1/2) to the wife's heirs; the identities and respective shares of such heirs to be determined according to the laws of the State of Texas in effect at the date of execution of this Trust Agreement.

2.I. **Conflict Resolution.** Any controversy between any interested parties concerning the construction, application or interpretation of any provision of this Trust Agreement or of the Trustee's actions shall be settled by arbitration in accordance with the then current rules of the American Arbitration Association and the findings of such arbitration may be enforced by any Court having jurisdiction thereof.

2.J. **Re-Acquisition of Assets.** Any transferor of assets to this trust (including either Trustor) shall have the power, in his or her individual capacity, exercisable in a non-fiduciary capacity without the approval or consent of any person acting in a fiduciary or non-fiduciary capacity, at any time and from time to time, to reacquire any part or all of the assets he or she transferred to this trust by substituting other property of an equivalent value. This power may be extinguished at any time by the delivery by the transferor of a written notice to the Trustee stating the transferor's intention to extinguish such power. Upon receipt by the Trustee of such notice, the transferor's power to reacquire trust corpus by substituting other property of an equivalent value shall be extinguished for the duration of this trust. To the extent that the transferor is determined to be taxable on the income (for purposes of federal or state income taxes) of this trust, the transferor hereby waives any right of reimbursement the transferor may have for the amount of any income taxes paid by the transferor in respect of such income (as that term is used for purposes of federal or state income taxes).

ARTICLE III

TRUSTEESHIP

3.A. **Appointment of Trustee.** A successor Trustee may appoint a co-Trustee at any time or times; such appointment shall be by written instrument and may be revocable or irrevocable by its terms. If there is no Trustee acting hereunder, then a majority of the beneficiaries shall appoint a

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principal is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Special Trust.

- (e) If any payment or distribution from the trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any public benefits, or if all income of the Special Trust cannot be completely utilized for his or her special needs, the Trustee shall accumulate the trust income annually and add it to principal.
- (f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of the Special Trust or if any change in any law, regulation or rule relating to the Special Trust or the administration of the Special Trust for the benefit of such beneficiary should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's absolute discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate the trust and distribute the trust principal and income as provided in subsection (g); Trustors request that any person who takes any part of the trust assets as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory.
- (g) At such beneficiary's death, the Trustee shall distribute the Special Trust, as then constituted, in the manner hereinafter set forth in subparagraph (5).

(4) *Creditor's Claims and Divorce.* In the event a beneficiary of any trust created under this Agreement has a judgment or other creditor's claim pending or outstanding or is in the process of a marital dissolution, the Trustee may, in the Trustee's sole discretion, suspend any mandatory distributions and withdrawal rights until such time as the marital dissolution is completed or the judgment or other creditor's claim has been addressed so as not to deplete the assets of the beneficiary's trust. While mandatory distributions and withdrawal rights are suspended, the trust for such beneficiary will be administered as a discretionary trust to provide for the beneficiary according to those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before

addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth:

- (1) To retain any property constituting the original Trust Estate or added thereto at any time by the Trustors or either of them. This authority shall be construed as expanding the "standards of care" rule of the laws of the State of Texas and the Trustee shall be fully relieved of any and all liability to any person whatsoever if the value of such retained assets shall decline in value;
- (2) To hold the cash of the Trust Estate in accounts with any financial institution (provided such accounts are insured); and/or, from time to time; to invest or reinvest the assets of Trust Estate in shares of registered investment companies (commonly called mutual funds, including those administered by the Trustee), stocks, bonds, partnerships or other investments which the Trustee, in its sole discretion, deems desirable for the trust and the beneficiaries thereof. The Trustee shall exercise the judgment and care which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. After exercising such discretion, the Trustee shall be fully relieved of any and all liability to any person whatsoever if the value of the assets held in trust hereunder shall decline in value;
- (3) To sell at public or private sale any property constituting the Trust Estate for such price and upon such terms and conditions as the Trustee may deem proper, including the power to convey;
- (4) To vote directly or by proxy at any election or stockholders meeting any shares of stock held hereunder;
- (5) To participate in any plan or proceeding for protecting or enforcing any right or interest arising from any property held in the Trust Estate;
- (6) To borrow for the Trust Estate from any person, corporation or other entity, including the Trustee or any related, affiliated or subsidiary corporation or business venture of the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge as security therefor any of the assets of the Trust Estate for the benefit of which such loan is made; to execute, acknowledge and deliver mortgages, deeds of trust or other documents incidental thereto; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the Trust Estate and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder;
- (7) To lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the Trust Estate and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder. Any loan shall be adequately secured and shall

bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

(8) To lease property owned by the Trust Estate at its fair market value as determined by the Trustee; and,

(9) To enter into contracts which are reasonably incident to the administration of the trust.

4.C. **Nominee Name.** To hold any or all of the property comprising the Trust Estate, including real property, stocks, bonds, or other securities or interests therein, in the Trustee's or a nominee's name and to take and keep any or all of such stocks, bonds or other securities in unregistered form and retain them or any of them in such condition that ownership shall pass by delivery.

4.D. **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust property into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any property, or partly in kind and partly in money. For such purposes, the Trustee may make such sales of trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other properties so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary hereunder;

4.E. **Employ Agents.** The Trustee shall be entitled to employ and compensate agents, managers, investment counselors, brokers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the Trust Estate, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the Trust Estate; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the Trust Estate and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each.

4.F. **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Agreement and its beneficiaries.

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ARTICLE V

Water Availability Division

DISPOSITION OF TRUST FUND

5.A. **Trustee's Basic Duties.** During the term of this Agreement, the Trustee shall hold, manage, invest and reinvest the Trust Estate, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE V.

5.B. **Use of Real Property.** Until the death of the surviving Trustor, Trustors reserve the right to the use of any real property which may ever constitute an asset of the trust estate and which is occupied by the Trustors, or either of them, for residential purposes without rent or other accountability to the Trustee. As a condition for such use, Trustors, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property. Trustors' interest in such real property shall not constitute an ownership interest in real property; however, it is intended that the Trustors and the survivor of them shall retain the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate".

5.C. **Beneficiaries.**

(1) Income Beneficiaries. The lifetime income beneficiary of this Trust shall be the Settlor. The Trustee may distribute to an income beneficiary or successor income beneficiary, or expend for his or her benefit, so much of the current income, at such time or times and in such amounts and manner as the Trustee, in his or her discretion, shall determine to be necessary for the beneficiary's health, education, maintenance, or support, without requiring the mandatory equality of distribution, so that the varying needs of the various beneficiaries can be recognized and met. Any amounts of income that the Trustee shall decide not to distribute to or expend for the benefit of a beneficiary may be accumulated and added to principal.

(2) Principal Beneficiaries. The successor income beneficiaries and principal beneficiaries shall be the Trustor's then living issue (whenever born). If a principal beneficiary who is survived by a child or children predeceases a Settlor, the principal beneficiary's interest shall vest in the surviving principal beneficiary. If a principal beneficiary who is not survived by a child or children predeceases a Settlor, the principal beneficiary's interest shall vest pro rata in the surviving principal beneficiaries. Notwithstanding the provisions set forth in Section 2.C, in accordance with the Texas Trust Code, the Settlor may not revoke the trust but reserves the right to modify ownership interest in principal, including the right to eliminate entirely the principal interest of a principal beneficiary, but under no circumstance may Settlor or Settlor's spouse be a principal beneficiary.

5.D. **Discretionary Distributions of Income.** Until the death of the surviving Trustor, the Trustee may pay over to or for the benefit of the beneficiaries (as hereinabove specified) as much of the net income of the Trust Estate as the Trustee may deem necessary or advisable; any net

income of the Trust Estate not so distributed shall be added to the principal thereof. Such determination to accrue or distribute the net income shall be in the Trustee's sole and absolute discretion. For all purposes concerning this discretionary power to distribute income to or for the benefit of the beneficiaries, if co-Trustees are then-acting and if either Trustor is acting as co-Trustee or co-Trustees, this power shall be limited to the co-Trustee or co-Trustees other than a Trustor. The discretion of the Trustee shall not be subject to review by the beneficiaries, the creditors of any beneficiary and/or any governmental agency.

5.E. Distribution at the Death of Joe Mac Riley. Upon the death of Joe Mac Riley, the Trustee shall distribute ANY AND ALL EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY EQUIPMENT USED IN CONNECTION WITH THE SOD FARM to BRADY KYLE RILEY; provided however, if he does not survive Joe, this distribution shall fail and shall be added to the residue of the Trust Estate.

5.F. Distribution at the Death of the Surviving Spouse. On the death of the Surviving Spouse, the Trustee shall hold, administer and distribute the entire trust estate, as then constituted, as follows:

- (1) The Trustee shall distribute such items of our tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by us, or by the survivor of us, and the remainder of such personal property, or all of it if no such instructions are left, to our children in equal shares.
- (2) The Trustee shall divide the rest, remainder and residue of the Trust Estate to our then living issue, per stirpes. Each living child's share of the Trust Estate shall be distributed to that child, free of trust. If any share of the Trust Estate is held for descendants of ours more remote than a child, the Trustee shall distribute such share, in the following manner:
 - (a) All real property in Comanche County shall vest in Brady Kyle Riley and all real property in Erath County shall vest in Amanda Jo Riley Fellers, excluding the property that originated as Donna Riley's separate property.

The remainder of the Estate shall vest as follows:

- (i) As to each share so set aside, until the beneficiary of such share shall attain the age of twenty-five (25) years, the Trustee shall pay over to, or apply for the benefit of such beneficiary so much of the net income and/or principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal.
- (ii) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of twenty-five (25) years, so much of the accrued income and principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times.

- (iii) In the event of the death of any beneficiary while any undistributed part of his or her share shall then be held in trust hereunder, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said deceased beneficiary's then living issue, per stirpes. If said deceased beneficiary is not survived by issue, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said beneficiary's then living brothers and sisters.

Executed on January 31, 2020, in Tarrant County, Texas.

Joe Mac Riley
JOE MAC RILEY,
Trustor

Donna Lee Mitchell Riley
DONNA LEE MITCHELL RILEY,
Trustor

We hereby acknowledge receipt of the trust estate, accept the terms of THE RILEY FAMILY TRUST, and covenant that we will execute the trust with all due fidelity.

Joe Mac Riley
JOE MAC RILEY,
Co-Trustee

Donna Lee Mitchell Riley
DONNA LEE MITCHELL RILEY,
Co-Trustee

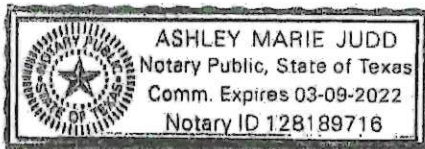
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Vector Availability Division

STATE OF TEXAS

COUNTY OF TARRANT

Before me (the undersigned, a Notary Public in and for said State), personally appeared JOE MAC RILEY and DONNA LEE MITCHELL RILEY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31st day of January, 2020.



Ashley Marie Judd
NOTARY PUBLIC



Downstream reach area

East end of map

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Down stream East
Reach

Looking Down stream

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Down Stream

Reach

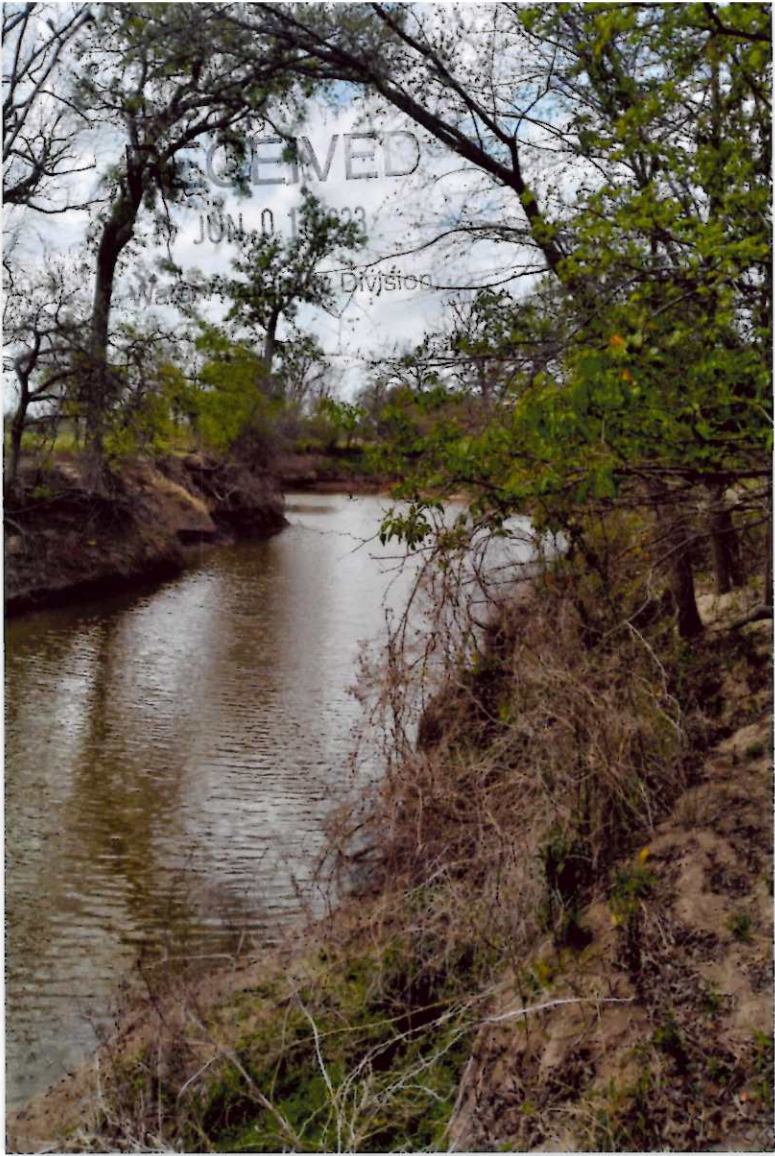
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Reach East

looking up stream

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upstream
reach area

West end

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up stream west

looking upstream

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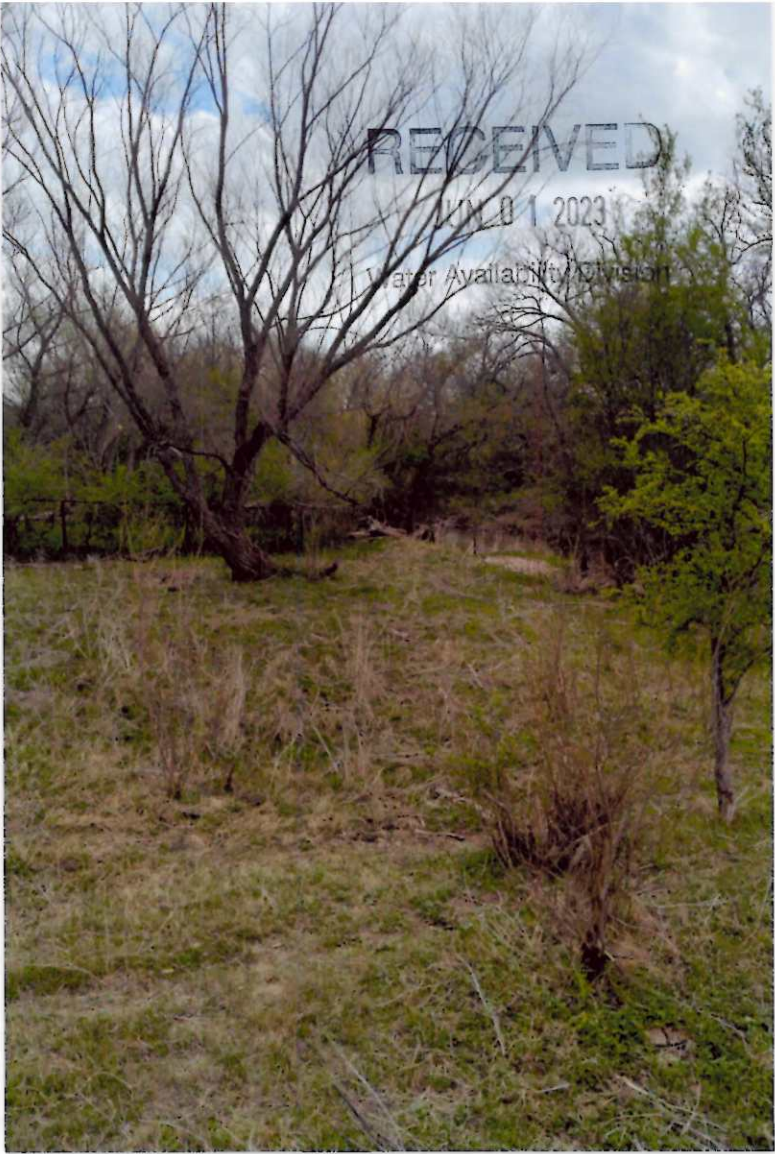
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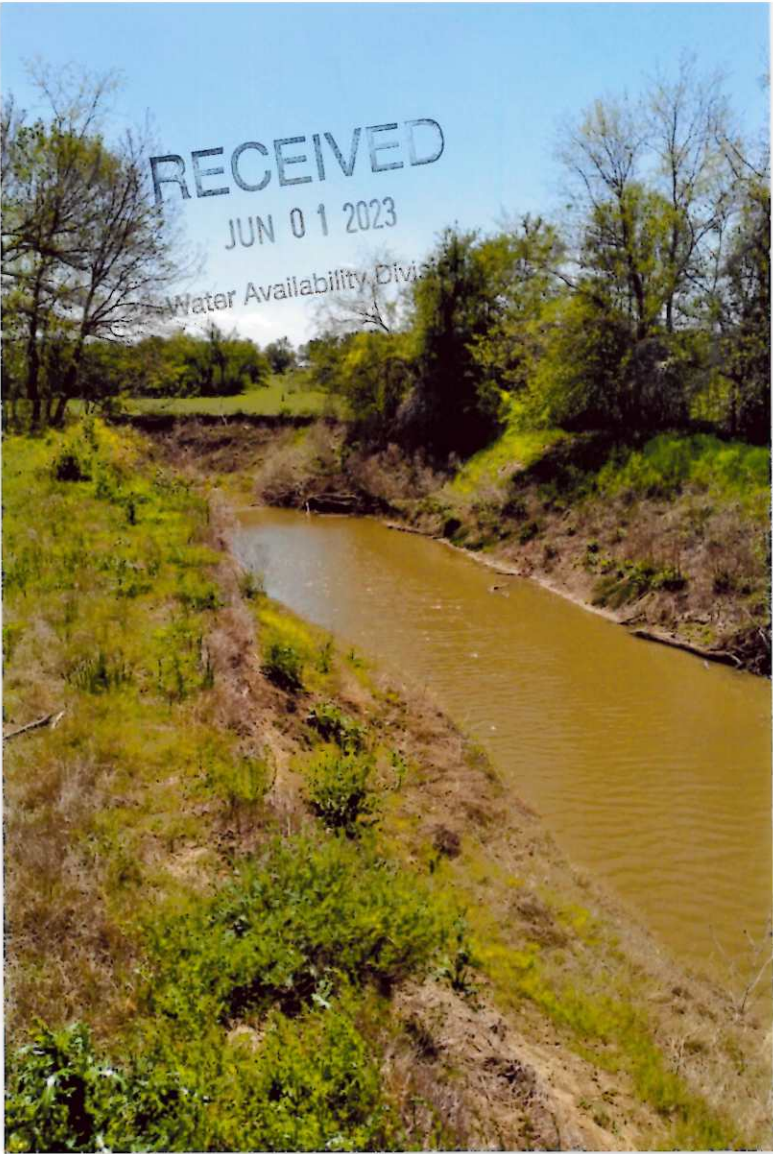
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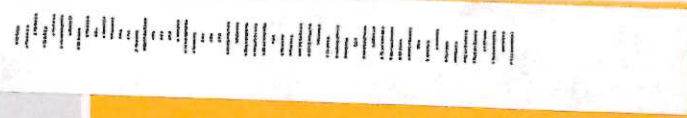
upstream west
reach

looking
downstream

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Joe M. Riley
435 Private Road 1370
Dublin, TX 76446



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