

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF AN APPLICATION TO AMEND A CERTIFICATE OF ADJUDICATION

### APPLICATION NO. 12-3642A

Natural Dairy Grower Land, LP, Owner, seeks to amend Certificate of Adjudication No. 12-3642 to add a place of use in Comanche County and add seven diversion reaches located on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin in Comanche County. More information on the application and how to participate in the permitting process is given below.

**APPLICATION.** Natural Dairy Land Grower, LP, 600 County Road 252, Gustine, Texas 76455, Applicant, has applied to the Texas Commission on Environmental Quality (TCEQ) for an amendment to a Certificate of Adjudication pursuant to Texas Water Code § 11.122 and Rules Title 30 Texas Administrative Code (TAC) §§ 295.1, *et seq.* Notice is being mailed to the interjacent water right holders of record in the Brazos River Basin pursuant to Title 30 TAC § 295.158(c)(3)(C).

Certificate of Adjudication No. 12-3642 authorizes Natural Dairy Grower Land, LP (Applicant/Owner) to divert and use not to exceed 9 acre-feet of water per year from Indian Creek, tributary of the Leon River, Brazos River Basin, at a maximum diversion rate of 1.06 cfs (475 gpm), for agricultural purposes to irrigate 14 acres of land out of a 207.7 -acre tract in Comanche County.

Applicant seeks to amend Certificate of Adjudication No. 12-3642 to add a place of use to irrigate 2,859.958 acres of land in Comanche County.

Ownership of the land to be irrigated is evidenced by an *Assumption Warranty Deed* recorded as Volume 944, Page 187; *Warranty Deed with Vendor's Lien* recorded as Volume 951, Page 455; *Warranty Deed Adjudicated Water Rights* recorded as Volume 994, Page 248; *Warranty Deed with Vendor's Lien* recorded as Volume 991, Page 262; *General Warranty Deed* recorded as Volume 971, Page 286; *Special Warranty Deed with Vendor's Lien* recorded as Volume 1065, Page 125 in the official records of Comanche County and consent to irrigate the additional acreage was provided by Natural Dairy Grower, LLC, Conargo, LLC, Larry Wayne Adams, and Frank Volleman Family, LP.

Applicant also seeks to add seven diversion reaches on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin in Comanche County, ZIP code 76455.

Diversion reach A-A' North is located on the Leon River with the upstream point being at Latitude 31.901931° N, Longitude 98.427146° W and the downstream point being at Latitude 31.879919° N, Longitude 98.414662° W.

Diversion reach A-A' South is located on the South Leon River with the upstream point being at Latitude 31.782110° N, Longitude 98.450480° W and the downstream point being at Latitude

31.790818° N, Longitude 98.437541° W.

Diversion reach B-B' is located on an unnamed tributary of the South Leon River with the upstream point being at Latitude 31.768137° N, Longitude 98.447875° W and the downstream point being at Latitude 31.787533° N, Longitude 98.444225° W.

Diversion reach C-C' is located on an unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.773764° N, Longitude 98.437648° W and the downstream point being at Latitude 31.785178° N, Longitude 98.436032° W.

Diversion reach D-D' is located on the South Leon River and the Leon River with the upstream point being at Latitude 31.847988° N, Longitude 98.370722° W and the downstream point being at Latitude 31.855678° N, Longitude 98.318098° W.

Diversion reach E-E' is located on the unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.765684° N, Longitude 98.430702° W and the downstream point being at Latitude 31.772118° N, Longitude 98.433832° W.

Diversion reach F-F' is located on Indian Creek with the upstream point being at Latitude 31.887671° N, Longitude 98.430754° W and the downstream point being at Latitude 31.900242° N, Longitude 98.422109° W.

The application and partial fees were received on June 15, 2020. Additional information and fees were received on November 12, 2020. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on December 9, 2020.

The Executive Director completed the technical review of the application and prepared a draft amendment. The draft amendment, if granted, would include special conditions including, but not limited to, streamflow restrictions. The application, technical memoranda, and Executive Director's draft amendment are available for viewing on the TCEQ web page at: [https://www.tceq.texas.gov/permitting/water\\_rights/wr-permitting/view-wr-pend-apps](https://www.tceq.texas.gov/permitting/water_rights/wr-permitting/view-wr-pend-apps). Alternatively, you may request a copy of the documents by contacting the TCEQ Office of the Chief Clerk by phone at (512) 239-3300 or by mail at TCEQ OCC, Notice Team (MC-105), P.O. Box 13087, Austin, Texas 78711.

**PUBLIC COMMENT/PUBLIC MEETING.** Written public comments and requests for a public meeting should be submitted to the Office of the Chief Clerk, at the address provided in the information section below by January 09, 2023. A public meeting is intended for the taking of public comment, and is not a contested case hearing. A public meeting will be held if the Executive Director determines that there is a significant degree of public interest in the application.

**CONTESTED CASE HEARING.** The TCEQ may grant a contested case hearing on this application if a written hearing request is filed by January 09, 2023. The Executive Director can consider an approval of the application unless a written request for a contested case hearing is filed by January 09, 2023.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) applicant's name and permit number; (3) the statement "[I/we] request a contested case hearing;" (4) a brief and specific description of how you would be affected by the application in a way not common to the general public; and (5) the location and distance of your property relative to the proposed activity. You may also submit proposed conditions for the requested permit which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

If a hearing request is filed, the Executive Director will not issue the permit and will forward the application and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

**INFORMATION.** Written hearing requests, public comments, or requests for a public meeting should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 or electronically at <https://www14.tceq.texas.gov/epic/eComment/> by entering ADJ 3642 in the search field. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. For additional information, individual members of the general public may contact the Public Education Program at 1-800-687-4040. General information regarding the TCEQ can be found at our web site at [www.tceq.texas.gov](http://www.tceq.texas.gov). Si desea información en Español, puede llamar al 1-800-687-4040 o por el internet al <http://www.tceq.texas.gov>.

Issued: December 20, 2022

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



AMENDMENT TO A  
CERTIFICATE OF ADJUDICATION

CERTIFICATE NO. 12-3642A

TYPE § 11.122

Owner:	Natural Dairy Grower Land, LP	Address:	600 County Road 252 Gustine, Texas 76455
Filed:	December 9, 2020	Granted:	
Purpose:	Agricultural	County:	Comanche
Watercourse:	Indian Creek, unnamed tributary of the South Leon River, South Leon River, Leon River, unnamed tributary of Walnut Creek, tributaries of the Brazos River	Watershed:	Brazos River Basin

WHEREAS, Certificate of Adjudication No. 12-3642 authorizes Natural Dairy Grower Land, LP (Applicant/Owner) to divert and use not to exceed 9 acre-feet of water per year from a point on Indian Creek, tributary of the Leon River Brazos, River Basin, at a maximum diversion rate of 1.06 cfs (475 gpm), for agricultural purposes to irrigate 14 acres of land out of a 207.7 -acre tract in Comanche County; and

WHEREAS, the time priority of this right is July 31, 1960; and

WHEREAS, Applicant seeks to amend Certificate of Adjudication No. 12-3642 to add a place of use for agricultural purposes to irrigate 2,859.958 acres of land in Comanche County; and

WHEREAS, ownership of the land to be irrigated is evidenced by an *Assumption Warranty Deed* recorded as Volume 944, Page 187; *Warranty Deed with Vendor's Lien* recorded as Volume 951, Page 455; *Warranty Deed Adjudicated Water Rights* recorded as Volume 994, Page 248; *Warranty Deed with Vendor's Lien* recorded as Volume 991, Page 262; *General Warranty Deed* recorded as Volume 971, Page 286; *Special Warranty Deed with Vendor's Lien* recorded as Volume 1065, Page 125 in the official records of Comanche County and consent to irrigate the additional acreage was provided by Natural Dairy Grower, LLC, Conargo, LLC, Larry Wayne Adams, and Frank Volleman Family, LP; and

WHEREAS, Applicant also seeks to add seven diversion reaches on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, tributaries of the Brazos River, Brazos River Basin in Comanche County; and

WHEREAS, diversion reach A-A' North is located on the Leon River with the upstream point being at Latitude 31.901931° N, Longitude 98.427146° W and the downstream point being at Latitude 31.879919° N, Longitude 98.414662° W; and

WHEREAS, diversion reach A-A' South is located on the South Leon River with the upstream point being at Latitude 31.782110° N, Longitude 98.450480° W and the downstream point being at Latitude 31.790818° N, Longitude 98.437541° W; and

WHEREAS, diversion reach B-B' is located on an unnamed tributary of the South Leon River with the upstream point being at Latitude 31.768137° N, Longitude 98.447875° W and the downstream point being at Latitude 31.787533° N, Longitude 98.444225° W; and

WHEREAS, diversion reach C-C' is located on an unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.773764° N, Longitude 98.437648° W and the downstream point being at Latitude 31.785178° N, Longitude 98.436032° W; and

WHEREAS, diversion reach D-D' is located on the South Leon River and the Leon River with the upstream point being at Latitude 31.847988° N, Longitude 98.370722° W and the downstream point being at Latitude 31.855678° N, Longitude 98.318098° W; and

WHEREAS, diversion reach E-E' is located on the unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.765684° N, Longitude 98.430702° W and the downstream point being at Latitude 31.772118° N, Longitude 98.433832° W; and

WHEREAS, diversion reach F-F' is located on Indian Creek with the upstream point being at Latitude 31.887671° N, Longitude 98.430754° W and the downstream point being at Latitude 31.900242° N, Longitude 98.422109° W; and

WHEREAS, the Texas Commission on Environmental Quality finds that jurisdiction over the application is established; and

WHEREAS, this amendment, if granted, is subject to requirements and orders of the Brazos Watermaster; and

WHEREAS, the Executive Director recommends that special conditions be included in this amendment; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Commission on Environmental Quality in issuing this amendment;

NOW, THEREFORE, this amendment to Certificate of Adjudication No. 12-3642, designated Certificate of Adjudication No. 12-3642A, is issued to Natural Dairy Grower Land, LP, subject to the following terms and conditions:

1. USE

- A. Owner is authorized to divert and use not to exceed 9 acre-feet of water per year for agricultural purposes to irrigate 2,859.958 acres of land in Comanche County within the Brazos River Basin.
- B. Ownership of the land to be irrigated is evidenced by an *Assumption Warranty Deed* recorded as Volume 944, Page 187; *Warranty Deed with Vendor's Lien* recorded as Volume 951, Page 455; *Warranty Deed Adjudicated Water Rights* recorded as Volume 994, Page 248; *Warranty Deed with Vendor's Lien* recorded as Volume 991, Page 262; *General Warranty Deed* recorded as Volume 971, Page 286; *Special Warranty Deed with Vendor's Lien* recorded as Volume 1065, Page 125 in the official records of Comanche County and

consent to irrigate the additional acreage was provided by Natural Dairy Grower, LLC, Conargo, LLC, Larry Wayne Adams, and Frank Volleman Family, LP.

## 2. DIVERSION

In lieu of the previous authorization, Owner is now authorized to divert the authorized water from seven diversion reaches on Indian Creek, an unnamed tributary of South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin in Comanche County, described as follows:

- A. Diversion reach A-A' North is located on the Leon River with the upstream point being at Latitude 31.901931° N, Longitude 98.427146° W and the downstream point being at Latitude 31.879919° N, Longitude 98.414662° W.
- B. Diversion reach A-A' South is located on the South Leon River with the upstream point being at Latitude 31.782110° N, Longitude 98.450480° W and the downstream point being at Latitude 31.790818° N, Longitude 98.437541° W.
- C. Diversion reach B-B' is located on an unnamed tributary of the South Leon River with the upstream point being at Latitude 31.768137° N, Longitude 98.447875° W and the downstream point being at Latitude 31.787533° N, Longitude 98.444225° W.
- D. Diversion reach C-C' is located on an unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.773764° N, Longitude 98.437648° W and the downstream point being at Latitude 31.785178° N, Longitude 98.436032° W.
- E. Diversion reach D-D' is located on the South Leon River and the Leon River with the upstream point being at Latitude 31.847988° N, Longitude 98.370722° W and the downstream point being at Latitude 31.855678° N, Longitude 98.318098° W.
- F. Diversion reach E-E' is located on the unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.765684° N, Longitude 98.430702° W and the downstream point being at Latitude 31.772118° N, Longitude 98.433832° W.
- G. Diversion reach F-F' is located on Indian Creek with the upstream point being at Latitude 31.887671° N, Longitude 98.430754° W and the downstream point being at Latitude 31.900242° N, Longitude 98.422109° W.
- H. Maximum combined diversion rate of 1.06 cfs (475 gpm).

## 3. CONSERVATION

Owner shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that in every water supply contract entered into on or after the effective date of this amendment, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water shall have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures.

## 4. SPECIAL CONDITIONS

- A. Owner shall implement reasonable measures in order to reduce impacts to aquatic resources due to entrainment or impingement. Such measures shall include, but shall not be limited to, the installation of screens on any new diversion structure(s).
- B. Diversions shall be restricted from diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F', based on the following streamflows at USGS Gage No. 08100500 - Leon River at Gatesville, TX, as set forth in Paragraphs 4.C. - 4.E. below.

Season	Subsistence	Base
Winter	1 cfs	9 cfs
Spring	1 cfs	10 cfs
Summer	1 cfs	4 cfs

cfs = cubic feet per second

- C. Seasons are defined as follows: Winter (November through February), Spring (March through June), Summer (July through October).

**Subsistence Flow Special Condition**

- D. Owner shall not divert water from diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' if the average adjusted streamflow at USGS Gage No. 08100500 - Leon River at Gatesville, TX is less than or equal to the applicable subsistence flow. The "average adjusted streamflow" at the gage is the average of adjusted streamflows measured at the gage for the previous 24 hours. The "adjusted streamflow" at the gage at any time is the measured streamflow that would occur at the gage at that time in the absence of any diversions by Owner. Unless informed otherwise by the Brazos Watermaster, Owner may assume that under all conditions, measured streamflow plus the rate at which water is being diverted at that time by Owner under this water right equals adjusted streamflow.

**Base Flow Special Condition**

- E. If average adjusted streamflow at USGS Gage No. 08100500 - Leon River at Gatesville, TX is greater than the applicable base flow, Owner shall not divert from diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' in excess of the rate that would reduce average streamflow at the gage to the applicable base flow; provided, however, Owner is not required to adjust its diversion rate more frequently than once every 24 hours.
- F. Owner shall install and maintain a measuring device which accounts for, within 5% accuracy, the quantity of water diverted from the points authorized above in Paragraph 2. DIVERSION and maintain measurement records.
- G. Owner shall allow representatives of the Brazos Watermaster reasonable access to the property to inspect the measuring device and records.
- H. Owner shall contact the Brazos Watermaster prior to diversion of water authorized by this amendment.

This water right is not appurtenant to the additional land authorized by this amendment.

This amendment is issued subject to all terms, conditions, and provisions contained in Certificate of Adjudication No. 12-3642 except as specifically amended herein.

This amendment is issued subject to all superior and senior water rights in the Brazos River Basin.

Owner agrees to be bound by the terms, conditions and provisions contained herein and such agreement is a condition precedent to the granting of this amendment.

All other matters requested in the application which are not specifically granted by this amendment are denied.

This amendment is issued subject to the Rules of the Texas Commission on Environmental Quality and to the right of continuing supervision of State water resources exercised by the Commission.

\_\_\_\_\_  
For the Commission

Date issued:

DRAFT

**From:** [Richard George](#)  
**To:** [Joshua Schauer](#)  
**Cc:** [Corey Mullin](#)  
**Subject:** RE: Natural Dairy Grower Land, LP; 12-3642A Drafts  
**Date:** Wednesday, November 9, 2022 11:06:37 AM

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Great, thank you sir!

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**From:** Joshua Schauer <[Joshua.Schauer@Tceq.Texas.Gov](mailto:Joshua.Schauer@Tceq.Texas.Gov)>  
**Sent:** Wednesday, November 09, 2022 11:06 AM  
**To:** Richard George [REDACTED]  
**Cc:** Corey Mullin [REDACTED]  
**Subject:** RE: Natural Dairy Grower Land, LP; 12-3642A Drafts

Thank you. We will proceed to notice.

Josh

---

**From:** Richard George [REDACTED]  
**Sent:** Wednesday, November 9, 2022 11:04 AM  
**To:** Joshua Schauer <[Joshua.Schauer@Tceq.Texas.Gov](mailto:Joshua.Schauer@Tceq.Texas.Gov)>  
**Cc:** Corey Mullin <[REDACTED]>  
**Subject:** RE: Natural Dairy Grower Land, LP; 12-3642A Drafts

No sir, he didn't get back with me by the Oct. 26<sup>th</sup> deadline so I assumed you guys were already moving forward with it.

Thanks,  
Richard

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**From:** Joshua Schauer <[Joshua.Schauer@Tceq.Texas.Gov](mailto:Joshua.Schauer@Tceq.Texas.Gov)>  
**Sent:** Wednesday, November 09, 2022 11:02 AM  
**To:** Richard George [REDACTED]  
**Cc:** Corey Mullin <[REDACTED]>  
**Subject:** RE: Natural Dairy Grower Land, LP; 12-3642A Drafts

Hi Mr. George,

I wanted to touch base with you on these drafts as they are ready to go to public notice. Are there any additional comments from the owner?

Thanks,

Josh

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**From:** Richard George [REDACTED]  
**Sent:** Tuesday, October 25, 2022 11:37 AM  
**To:** Joshua Schauer <[Joshua.Schauer@Tceq.Texas.Gov](mailto:Joshua.Schauer@Tceq.Texas.Gov)>  
**Cc:** Corey Mullin [REDACTED]  
**Subject:** RE: Natural Dairy Grower Land, LP; 12-3642A Drafts

Mr. Schauer, I don't have any comments on the drafts. I'm waiting to hear back from the owner to see if he had any.

Thanks,  
Richard

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**From:** Joshua Schauer <[Joshua.Schauer@Tceq.Texas.Gov](mailto:Joshua.Schauer@Tceq.Texas.Gov)>  
**Sent:** Wednesday, October 12, 2022 11:18 AM  
**To:** Richard George <[REDACTED]>  
**Subject:** Natural Dairy Grower Land, LP; 12-3642A Drafts

**CAUTION:** This email originated from outside of Enviro-Ag Engineering. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Dear Mr. George:

Drafts, subject to revision, of the public notice, proposed amendment to Certificate of Adjudication No. 12-3642, and the related technical memoranda are attached.

Staff is recommending that the referenced application be granted in accordance with the attached drafts. Please review the drafts and contact me by October 26, 2022 with any questions or comments.

Joshua Schauer  
Project Manager  
TCEQ, Water Rights Permitting Section

## Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

October 12, 2022

Mr. Richard George, Environmental Consultant  
Enviro-Ag. Engineering, Inc.  
9855 FM 847  
Dublin, TX 76446

**VIA E-MAIL**

RE: Natural Dairy Grower Land, LP  
ADJ 3642  
CN604321364, RN107860140  
Application No. 12-3642A to Amend Certificate of Adjudication No. 12-3642  
Texas Water Code § 11.122, Requiring Limited Mailed Notice  
Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the  
Leon River, and unnamed tributary of Walnut Creek, Brazos River Basin  
Comanche County

Dear Mr. George:

Drafts, subject to revision, of the public notice, proposed amendment to Certificate of Adjudication No. 12-3642, and the related technical memoranda are attached.

Staff is recommending that the referenced application be granted in accordance with the attached drafts. Please review the drafts and contact me no later than October 26, 2022 with any comments or questions as the notice will be forwarded to the Office of the Chief Clerk for mailing after that date.

Please note this application requires a two-week comment period and once the comment period has closed, the proposed amendment to Certificate of Adjudication No. 12-3642 may be issued as drafted given no hearing requests are received.

If you have any questions concerning this matter, please contact me via email at [Joshua.Schauer@tceq.texas.gov](mailto:Joshua.Schauer@tceq.texas.gov) or by telephone at (512) 239-1371.

Sincerely,

A handwritten signature in cursive script that reads "Joshua Schauer".

Joshua Schauer, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachments

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF AN APPLICATION TO AMEND A CERTIFICATE OF ADJUDICATION

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Diversion reach E-E' is located on the unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.765684° N, Longitude 98.430702° W and the downstream point being at Latitude 31.772118° N, Longitude 98.433832° W.

Diversion reach F-F' is located on Indian Creek with the upstream point being at Latitude 31.887671° N, Longitude 98.430754° W and the downstream point being at Latitude 31.900242° N, Longitude 98.422109° W.

The application and partial fees were received on June 15, 2020. Additional information and fees were received on November 12, 2020. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on December 9, 2020.

The Executive Director completed the technical review of the application and prepared a draft amendment. The draft amendment, if granted, would include special conditions including, but not limited to, streamflow restrictions. The application, technical memoranda, and Executive Director's draft amendment are available for viewing on the TCEQ web page at:

[https://www.tceq.texas.gov/permitting/water\\_rights/wr-permitting/view-wr-pend-apps](https://www.tceq.texas.gov/permitting/water_rights/wr-permitting/view-wr-pend-apps).

Alternatively, you may request a copy of the documents by contacting the TCEQ Office of the Chief Clerk by phone at (512) 239-3300 or by mail at TCEQ OCC, Notice Team (MC-105), P.O. Box 13087, Austin, Texas 78711.

**PUBLIC COMMENT/PUBLIC MEETING.** Written public comments and requests for a public meeting should be submitted to the Office of the Chief Clerk, at the address provided in the information section below by [redacted] 2022. A public meeting is intended for the taking of public comment, and is not a contested case hearing. A public meeting will be held if the Executive Director determines that there is a significant degree of public interest in the application.

**CONTESTED CASE HEARING.** The TCEQ may grant a contested case hearing on this application if a written hearing request is filed by [redacted] 2022. The Executive Director can consider an approval of the application unless a written request for a contested case hearing is filed by [redacted] 2022.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) applicant's name and permit number; (3) the statement "[I/we] request a contested case hearing;" (4) a brief and specific description of how you would be affected by the application in a way not common to the general public; and (5) the location and distance of your property relative to the proposed activity. You may also submit proposed conditions for the requested permit which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

If a hearing request is filed, the Executive Director will not issue the permit and will forward the application and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

**INFORMATION.** Written hearing requests, public comments, or requests for a public meeting should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 or electronically at <https://www14.tceq.texas.gov/epic/eComment/> by entering ADJ 3642 in the search field. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. For additional information, individual members of the general public may contact the Public Education Program at 1-800-687-4040. General information regarding the TCEQ can be found at our web site at [www.tceq.texas.gov](http://www.tceq.texas.gov). Si desea información en Español, puede llamar al 1-800-687-4040 o por el internet al <http://www.tceq.texas.gov>.

Issued:

DRAFT

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



AMENDMENT TO A  
CERTIFICATE OF ADJUDICATION

CERTIFICATE NO. 12-3642A

TYPE § 11.122

Owner:	Natural Dairy Grower Land, LP	Address:	600 County Road 252 Gustine, Texas 76455
Filed:	December 9, 2020	Granted:	
Purpose:	Agricultural	County:	Comanche
Watercourse:	Indian Creek, unnamed tributary of the South Leon River, South Leon River, Leon River, unnamed tributary of Walnut Creek, tributaries of the Brazos River	Watershed:	Brazos River Basin

WHEREAS, Certificate of Adjudication No. 12-3642 authorizes Natural Dairy Grower Land, LP (Applicant/Owner) to divert and use not to exceed 9 acre-feet of water per year from a point on Indian Creek, tributary of the Leon River Brazos River Basin, at a maximum diversion rate of 1.06 cfs (475 gpm), for agricultural purposes to irrigate 14 acres of land out of a 207.7 -acre tract in Comanche County; and

WHEREAS, the time priority of this right is July 31, 1960; and

WHEREAS, Applicant seeks to amend Certificate of Adjudication No. 12-3642 to add a place of use for agricultural purposes to irrigate 2,859.958 acres of land in Comanche County; and

WHEREAS, ownership of the land to be irrigated is evidenced by an *Assumption Warranty Deed* recorded as Volume 944, Page 187; *Warranty Deed with Vendor's Lien* recorded as Volume 951, Page 455; *Warranty Deed Adjudicated Water Rights* recorded as Volume 994, Page 248; *Warranty Deed with Vendor's Lien* recorded as Volume 991, Page 262; *General Warranty Deed* recorded as Volume 971, Page 286; *Special Warranty Deed with Vendor's Lien* recorded as Volume 1065, Page 125 in the official records of Comanche County and consent to irrigate the additional acreage was provided by Natural Dairy Grower, LLC, Conargo, LLC, Larry Wayne Adams, and Frank Volleman Family, LP; and

WHEREAS, Applicant also seeks to add seven diversion reaches on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, tributaries of the Brazos River, Brazos River Basin in Comanche County; and

WHEREAS, diversion reach A-A' North is located on the Leon River with the upstream point being at Latitude 31.901931° N, Longitude 98.427146° W and the downstream point being at Latitude 31.879919° N, Longitude 98.414662° W; and

WHEREAS, diversion reach A-A' South is located on the South Leon River with the upstream point being at Latitude 31.782110° N, Longitude 98.450480° W and the downstream point being at Latitude 31.790818° N, Longitude 98.437541° W; and

WHEREAS, diversion reach B-B' is located on an unnamed tributary of the South Leon River with the upstream point being at Latitude 31.768137° N, Longitude 98.447875° W and the downstream point being at Latitude 31.787533° N, Longitude 98.444225° W; and

WHEREAS, diversion reach C-C' is located on an unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.773764° N, Longitude 98.437648° W and the downstream point being at Latitude 31.785178° N, Longitude 98.436032° W; and

WHEREAS, diversion reach D-D' is located on the South Leon River and the Leon River with the upstream point being at Latitude 31.847988° N, Longitude 98.370722° W and the downstream point being at Latitude 31.855678° N, Longitude 98.318098° W; and

WHEREAS, diversion reach E-E' is located on the unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.765684° N, Longitude 98.430702° W and the downstream point being at Latitude 31.772118° N, Longitude 98.433832° W; and

WHEREAS, diversion reach F-F' is located on Indian Creek with the upstream point being at Latitude 31.887671° N, Longitude 98.430754° W and the downstream point being at Latitude 31.900242° N, Longitude 98.422109° W; and

WHEREAS, the Texas Commission on Environmental Quality finds that jurisdiction over the application is established; and

WHEREAS, this amendment, if granted, is subject to requirements and orders of the Brazos Watermaster; and

WHEREAS, the Executive Director recommends that special conditions be included in this amendment; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Commission on Environmental Quality in issuing this amendment;

NOW, THEREFORE, this amendment to Certificate of Adjudication No. 12-3642, designated Certificate of Adjudication No. 12-3642A, is issued to Natural Dairy Grower Land, LP, subject to the following terms and conditions:

1. USE

- A. Owner is authorized to divert and use not to exceed 9 acre-feet of water per year for agricultural purposes to irrigate 2,859.958 acres of land in Comanche County within the Brazos River Basin.
- B. Ownership of the land to be irrigated is evidenced by an *Assumption Warranty Deed* recorded as Volume 944, Page 187; *Warranty Deed with Vendor's Lien* recorded as Volume 951, Page 455; *Warranty Deed Adjudicated Water Rights* recorded as Volume 994, Page 248; *Warranty Deed with Vendor's Lien* recorded as Volume 991, Page 262; *General Warranty*

*Deed* recorded as Volume 971, Page 286; *Special Warranty Deed with Vendor's Lien* recorded as Volume 1065, Page 125 in the official records of Comanche County and consent to irrigate the additional acreage was provided by Natural Dairy Grower, LLC, Conargo, LLC, Larry Wayne Adams, and Frank Volleman Family, LP.

## 2. DIVERSION

In lieu of the previous authorization, Owner is now authorized to divert the authorized water from seven diversion reaches on Indian Creek, an unnamed tributary of South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin in Comanche County, described as follows:

- A. Diversion reach A-A' North is located on the Leon River with the upstream point being at Latitude 31.901931° N, Longitude 98.427146° W and the downstream point being at Latitude 31.879919° N, Longitude 98.414662° W.
- B. Diversion reach A-A' South is located on the South Leon River with the upstream point being at Latitude 31.782110° N, Longitude 98.450480° W and the downstream point being at Latitude 31.790818° N, Longitude 98.437541° W.
- C. Diversion reach B-B' is located on an unnamed tributary of the South Leon River with the upstream point being at Latitude 31.768137° N, Longitude 98.447875° W and the downstream point being at Latitude 31.787533° N, Longitude 98.444225° W.
- D. Diversion reach C-C' is located on an unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.773764° N, Longitude 98.437648° W and the downstream point being at Latitude 31.785178° N, Longitude 98.436032° W.
- E. Diversion reach D-D' is located on the South Leon River and the Leon River with the upstream point being at Latitude 31.847988° N, Longitude 98.370722° W and the downstream point being at Latitude 31.855678° N, Longitude 98.318098° W.
- F. Diversion reach E-E' is located on the unnamed tributary of Walnut Creek with the upstream point being at Latitude 31.765684° N, Longitude 98.430702° W and the downstream point being at Latitude 31.772118° N, Longitude 98.433832° W.
- G. Diversion reach F-F' is located on Indian Creek with the upstream point being at Latitude 31.887671° N, Longitude 98.430754° W and the downstream point being at Latitude 31.900242° N, Longitude 98.422109° W.
- H. Maximum combined diversion rate of 1.06 cfs (475 gpm).

## 3. CONSERVATION

Owner shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that in every water supply contract entered into on or after the effective date of this amendment, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water shall have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures.

4. SPECIAL CONDITIONS

- A. Owner shall implement reasonable measures in order to reduce impacts to aquatic resources due to entrainment or impingement. Such measures shall include, but shall not be limited to, the installation of screens on any new diversion structure(s).
- B. Diversions shall be restricted from diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F', based on the following streamflows at USGS Gage No. 08100500 - Leon River at Gatesville, TX, as set forth in Paragraphs 4.C. - 4.E. below.

Season	Subsistence	Base
Winter	1 cfs	9 cfs
Spring	1 cfs	10 cfs
Summer	1 cfs	4 cfs

cfs = cubic feet per second

- C. Seasons are defined as follows: Winter (November through February), Spring (March through June), Summer (July through October).

**Subsistence Flow Special Condition**

- D. Owner shall not divert water from diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' if the average adjusted streamflow at USGS Gage No. 08100500 - Leon River at Gatesville, TX is less than or equal to the applicable subsistence flow. The "average adjusted streamflow" at the gage is the average of adjusted streamflows measured at the gage for the previous 24 hours. The "adjusted streamflow" at the gage at any time is the measured streamflow that would occur at the gage at that time in the absence of any diversions by Owner. Unless informed otherwise by the Brazos Watermaster, Owner may assume that under all conditions, measured streamflow plus the rate at which water is being diverted at that time by Owner under this water right equals adjusted streamflow.

**Base Flow Special Condition**

- E. If average adjusted streamflow at USGS Gage No. 08100500 - Leon River at Gatesville, TX is greater than the applicable base flow, Owner shall not divert from diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' in excess of the rate that would reduce average streamflow at the gage to the applicable base flow; provided, however, Owner is not required to adjust its diversion rate more frequently than once every 24 hours.
- F. Owner shall install and maintain a measuring device which accounts for, within 5% accuracy, the quantity of water diverted from the points authorized above in Paragraph 2. DIVERSION and maintain measurement records.
- G. Owner shall allow representatives of the Brazos Watermaster reasonable access to the property to inspect the measuring device and records.
- H. Owner shall contact the Brazos Watermaster prior to diversion of water authorized by this amendment.

This water right is not appurtenant to the additional land authorized by this amendment.

This amendment is issued subject to all terms, conditions, and provisions contained in Certificate of Adjudication No. 12-3642 except as specifically amended herein.

This amendment is issued subject to all superior and senior water rights in the Brazos River Basin.

Owner agrees to be bound by the terms, conditions and provisions contained herein and such agreement is a condition precedent to the granting of this amendment.

All other matters requested in the application which are not specifically granted by this amendment are denied.

This amendment is issued subject to the Rules of the Texas Commission on Environmental Quality and to the right of continuing supervision of State water resources exercised by the Commission.

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For the Commission

Date issued:

DRAFT

**Texas Commission on Environmental Quality**

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INTEROFFICE MEMORANDUM

To: Joshua Schauer, Project Manager  
Water Rights Permitting Team

Date: August 4, 2022

Through ~~X~~ <sup>A</sup> Kathy Alexander, Ph.D., Policy and Technical Analyst  
Water Availability Division

From: Alisa Patterson, P.E., Senior Hydrologist  
Water Rights Permitting & Availability Section

Subject: Natural Dairy Grower Land, LP  
ADJ 3642  
CN604321364  
Indian Creek, an unnamed tributary of the South Leon River, the  
South Leon River, the Leon River, and an unnamed tributary of Walnut  
Creek, Brazos River Basin  
Comanche County

**Water Availability Review**

**Application Summary**

Certificate of Adjudication No. 12-3642 (Certificate) authorizes Natural Dairy Grower Land, LP (Applicant) to divert 9 acre-feet of water per year from a point on Indian Creek, Brazos River Basin, at a maximum diversion rate of 1.06 cfs (475 gpm), for agricultural purposes in Comanche County.

Applicant requests to amend the Certificate to add a place of use in Comanche County and add seven diversion reaches on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin.

The application was declared administratively complete on December 9, 2020.

**Water Availability Review**

Resource Protection Staff recommended that the application be subject to instream flow requirements. Specific instream flow requirements are included in the Resource Protection Staff's June 1, 2022 memorandum.

The application does not request a new appropriation of water; therefore, a water availability analysis is not necessary. However, the application must be reviewed to ensure that no water rights are affected by the request.

The Water Rights Analysis Package (WRAP) simulates management of the water resources of a river basin. TCEQ uses WRAP in the evaluation of water right permit applications using priority-based water allocations. WRAP is a generalized simulation model for application to any river basin, and input datasets must be developed for the particular river basin of concern. The TCEQ developed water availability models (WAMs) for Texas river basins that include geographical information, water right information, naturalized flows, evaporation rates, channel losses, and specific management assumptions. Hydrology staff operates WRAP to evaluate water rights applications to determine water availability and to ensure that senior water rights are protected.

Staff used the Full Authorization simulation of the Brazos WAM to evaluate impacts on other water rights as a result of the application. The period of record for the Brazos WAM is 1940 to 2018. Staff modeled the application with diversion of the authorized 9 acre-feet of water at a priority date of July 31, 1960 from each of the requested diversion reaches. Staff compared the pre- and post-application volume reliabilities of all water rights in the Brazos River Basin and found very small negative impacts to a number of other water rights with an average difference in volume reliability of 0.01 percent.

In addition, the application is subject to the requirements and orders of the Brazos Watermaster. The Watermaster actively manages water rights on a daily basis and protects senior water rights in times of shortage. This should provide additional protection for senior water rights.

## **Conclusion**

Staff can support granting the application.

Note that the application is subject to the requirements and orders of the Brazos Watermaster.

*Alisa Patterson*

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Alisa Patterson, P.E., Senior Hydrologist

# Texas Commission on Environmental Quality

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## INTEROFFICE MEMORANDUM

**To:** Joshua Schauer, Project Manager  
Water Rights Permitting Team

**Date:** May 24, 2022

**Through:** Leslie Patterson, Team Leader  
Resource Protection Team

 Jennifer Allis, Senior Water Conservation Specialist  
Resource Protection Team

**From:** Jade Rutledge, Aquatic Scientist  
Resource Protection Team

**Subject:** Natural Dairy Grower Land, LP  
ADJ 3642  
CN604321364  
Indian Creek, an unnamed tributary of the South Leon River, the  
South Leon River, the Leon River, and an unnamed tributary of Walnut  
Creek, Brazos River Basin  
Comanche County

### APPLICATION SUMMARY

Certificate of Adjudication No. 12-3642 (Certificate) authorizes Natural Dairy Grower Land, LP (Applicant) to divert 9 acre-feet of water per year from a point on Indian Creek, Brazos River Basin, at a maximum diversion rate of 1.06 cfs (475 gpm), for agricultural purposes to irrigate 14 acres of land out of a portion of a 207.7-acre tract in Comanche County.

Applicant requests to amend the Certificate to add a place of use to irrigate 2,859.958 acres in Comanche County and add seven diversion reaches on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin.

### WATER CONSERVATION REVIEW

Pursuant to Title 30 Texas Administrative Code (TAC) §295.9(4), applications requesting to change the place of use require the submittal of a water conservation plan.

The water conservation plan for agricultural use was reviewed by Resource Protection staff and found to be administratively complete per 30 TAC §288.4.

The application is consistent with the 2021 Region G Water Plan and the 2022 State Water Plan because there is nothing in the water plans that conflicts with issuing this proposed amendment.

## **RECOMMENDATIONS**

The following water conservation language should be included in the proposed amendment, if granted:

Owner shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that in every water supply contract entered into on or after the effective date of this amendment, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water shall have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures.

*Jade Rutledge*

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Jade Rutledge, Aquatic Scientist

# Texas Commission on Environmental Quality

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## INTEROFFICE MEMORANDUM

**To:** Joshua Schauer, Project Manager  
Water Rights Permitting Team

**Date:** June 1, 2022

**Through:** Leslie Patterson, Team Leader  
 Resource Protection Team

**From:** Jade Rutledge, Aquatic Scientist  
Resource Protection Team

**Subject:** Natural Dairy Grower Land, LP  
ADJ 3642  
CN604321364  
Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin  
Comanche County

Environmental reviews of water right applications are conducted in accordance with applicable provisions of the Texas Water Code (TWC) and the administrative rules of the Texas Commission on Environmental Quality (TCEQ). The provisions applicable to environmental reviews can vary according to the type and the location of the authorization requested.

### APPLICATION SUMMARY

Certificate of Adjudication No. 12-3642 (Certificate) authorizes Natural Dairy Grower Land, LP (Applicant) to divert 9 acre-feet of water per year from a point on Indian Creek, Brazos River Basin, at a maximum diversion rate of 1.06 cfs (475 gpm), for agricultural purposes in Comanche County.

Applicant requests to amend the Certificate to add a place of use in Comanche County and add seven diversion reaches on Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin.

### ENVIRONMENTAL ANALYSIS

**Aquatic and Riparian Habitats:** The Leon River, the South Leon River, and Indian Creek are perennial streams, and the unnamed tributaries are intermittent streams with perennial pools. The Applicant's reaches on the Leon River and Indian Creek are located in the Western Cross Timbers ecoregion, the unnamed tributaries are situated in the Limestone Cut Plains ecoregion, and the South Leon River traverses both (Griffith et al. 2007).

The checklist for the Brazos River Basin identified 42 species of ichthyofauna occurring within the Leon hydrologic unit (United States Geological Survey [USGS] code 12070201) (Hendrickson and Cohen 2015). This amendment is not expected to have an effect on any high-interest aquatic or aquatic-dependent species, because no additional state water will be taken and no increase in diversion rate or amount is being requested.

The Applicant has agreed to install screens with a mesh size of 0.25 inches on any new diversion structures in order to minimize entrainment and impingement of aquatic organisms. The Applicant's request is not expected to adversely impact aquatic and riparian habitats in the area.

On February 12, 2014, the TCEQ adopted environmental flow standards for the Brazos River and its Associated Bay and Estuary System (Title 30 Texas Administrative Code (TAC) Chapter 298 Subchapter G). These environmental flow standards are considered adequate to support a sound ecological environment (Title 30 TAC §298.460). The Applicant does not request a new appropriation of water or an amendment that increases the amount of water stored, taken, or diverted. Resource Protection staff recommend a streamflow restriction for the addition of seven diversion reaches, denoted as A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F'. Resource Protection staff utilized the subsistence and base environmental flow standards (Title 30 TAC §298.480) established at USGS Gage No. 08100500 – Leon River at Gatesville, TX for the streamflow restriction as shown in Table 1.

**Table 1. Environmental Flow Values at USGS Gage No. 08100500 – Leon River at Gatesville, TX.**

<b>Season</b>	<b>Subsistence</b>	<b>Base</b>
Winter	1 cfs	9 cfs
Spring	1 cfs	10 cfs
Summer	1 cfs	4 cfs

cfs=cubic feet per second

The applicable subsistence and base flow values depend on the season. Seasons are defined in Title 30 TAC §298.455 as follows: Winter (November through February), Spring (March through June), and Summer (July through October). Staff recommend that diversion of water under this proposed amendment should be limited to comply with the applicable subsistence and base flow values.

**Recreational Uses:** According to Appendix G of the Texas Surface Water Quality Standards, the South Leon River from the confluence of the Leon River south of Gustine in Comanche County to the upstream perennial portion of the stream south of Comanche in Comanche County has a secondary contact recreation 1 use and

Indian Creek from the confluence with Leon River, upstream to confluence with Armstrong Creek has a secondary contact recreation 2 use (TCEQ 2018).

The Leon River Below Proctor Lake (Segment 1221) has a designated primary contact recreation 1 use. The unnamed tributary of Walnut Creek and the unnamed tributary of South Leon River have a presumed primary contact 1 use (TCEQ 2018). The Applicant's request should not adversely impact recreational uses.

**Water Quality:** The Leon River Below Proctor Lake (Segment 1221) has a designated high aquatic life use and public water supply use. Indian Creek and the South Leon River have a presumed high aquatic life use, and the unnamed tributary of the South Leon River and the unnamed tributary of Walnut Creek have a presumed limited aquatic life use (TCEQ 2018).

Assessment Units 1221\_05, 1221\_06, and 1221D\_01 are identified in the *Texas Integrated Report* with a concern for screening for chlorophyll-*a* in water, and Assessment Units 1221\_05 and 1221D\_01 are listed with a concern for screening for depressed dissolved oxygen in water (TCEQ 2020). Assessment Unit 1221\_06 and 1221D\_01 are listed as non-supporting and Assessment Unit 1221B\_01 is identified with a use concern for bacteria in water (TCEQ 2020). Assessment Unit 1221B\_01 has a concern for screening for impaired habitat in water and Assessment Unit 1221D\_01 is listed with a concern for screening for nitrate in water (TCEQ 2020). The Applicant's request should not adversely impact water quality.

**Freshwater Inflows:** Freshwater inflows are critical for maintaining the historical productivity of bays and estuaries along the Gulf Coast. The proposed project is located more than 200 river miles from the Gulf of Mexico. The application does not request a new appropriation of water; therefore, the Applicant's request should not have any impact to the Brazos River's estuary system.

## RECOMMENDATIONS

Resource Protection staff recommends the following Special Conditions be included in the proposed amendment, if granted:

1. Owner shall implement reasonable measures in order to reduce impacts to aquatic resources due to entrainment or impingement. Such measures shall include, but shall not be limited to, the installation of screens on any new diversion structure(s).
2. Diversions shall be restricted at diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' based on the following streamflows at USGS

Gage No. 08100500 – Leon River at Gatesville, TX, as set forth in Special Conditions 3-5 below.

<b>Season</b>	<b>Subsistence</b>	<b>Base</b>
Winter	1 cfs	9 cfs
Spring	1 cfs	10 cfs
Summer	1 cfs	4 cfs

cfs=cubic feet per second

3. Seasons are defined as follows: Winter (November through February), Spring (March through June), Summer (July through October).

#### **Subsistence Flow Special Condition**

4. Owner shall not divert water at diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' if the average adjusted streamflow at USGS Gage No. 08100500 –Leon River at Gatesville, TX is less than or equal to the applicable subsistence flow. The "average adjusted streamflow" at the gage is the average of adjusted streamflows measured at the gage for the previous 24 hours. The "adjusted streamflow" at the gage at any time is the measured streamflow that would occur at the gage at that time in the absence of any diversions by Owner. Unless informed otherwise by the Brazos Watermaster, Owner may assume that under all conditions, measured streamflow plus the rate at which water is being diverted at that time by Owner under this water right equals adjusted streamflow.

#### **Base Flow Special Condition**

5. If average adjusted streamflow at USGS Gage No. 08100500 – Leon River at Gatesville, TX is greater than the applicable base flow, Owner shall not divert at diversion reaches A-A' South, A-A' North, B-B', C-C', D-D', E-E', and F-F' in excess of the rate that would reduce average streamflow at the gage to the applicable base flow; provided, however, Owner is not required to adjust its diversion rate more frequently than once every 24 hours.

### **LITERATURE CITED**

Griffith GE, Bryce SA, Omernik JM, Rogers AC. 2007. Ecoregions of Texas - Project Report to Texas Commission on Environmental Quality. Reston (VA): U.S. Geological Survey. Report No.: AS-199. 125p.

*Natural Dairy Grower Land, LP, 12-3642A*

*Indian Creek, an unnamed tributary of the South Leon River, the South Leon River, the Leon River, and an unnamed tributary of Walnut Creek, Brazos River Basin*

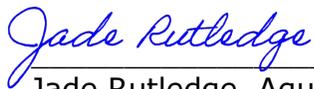
*Page 5 of 5*

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TCEQ. 2018. Texas Surface Water Quality Standards §§307.1-307.10. Austin (TX): Texas Commission on Environmental Quality.

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TPWD. 2015. TPWD County Lists of Texas Protected Species and Species of Greatest Conservation Need [Internet]. Austin (TX): Comanche County, revised March 17, 2022. [cited 2022 Apr 26]. Available from <http://tpwd.texas.gov/gis/rtest/>.



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Jade Rutledge, Aquatic Scientist

# TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader  
Water Rights Permitting Team

FROM: Joshua Schauer, Project Manager  
Water Rights Permitting Team

DATE: December 9, 2020

SUBJECT: Natural Dairy Growers Land, LP  
ADJ 3642  
CN604321364, RN107860140  
Application No. 12-3642A to Amend Certificate of Adjudication No. 12-3642  
Texas Water Code § 11.122, Limited Mailed Notice Required  
Leon River, Brazos River Basin  
Comanche County

The application and partial fees were received on June 15, 2020. Additional information and fees were received on November 12, 2020. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on December 9, 2020. Limited notice is required pursuant to Title 30 Texas Administrative Code § 295.158(c)(3)(C).

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

*Joshua Schauer*

---

Joshua Schauer, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

OCC Mailed Notice Required  YES  NO

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



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

December 9, 2020

Mr. Richard George, Environmental Consultant  
Enviro-Ag Engineering, Inc.  
9855 FM 847  
Dublin, Texas 76446

VIA E-MAIL

RE: Natural Dairy Growers Land, LP  
ADJ 3642  
CN604321364, RN107860140  
Application No. 12-3642A to Amend Certificate of Adjudication No. 12-3642  
Texas Water Code § 11.122, Limited Mailed Notice Required  
Leon River, Brazos River Basin  
Comanche County

Dear Mr. George:

This acknowledges receipt, on November 12, 2020, of additional information and fees in the amount of \$573.30 (Receipt No. M105014 included).

The application was declared administratively complete and filed with the Office of the Chief Clerk on December 9, 2020. 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 [Joshua.Schauer@tceq.texas.gov](mailto:Joshua.Schauer@tceq.texas.gov) or at (512) 239-1371.

Sincerely,

A handwritten signature in cursive script that reads "Joshua Schauer".

Joshua Schauer, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



20-NOV-20 11:32 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
NOTICE FEES-WUP- WATER USE PERM	PTGU PTGU	M105010 123653C	1441 111920		BS00083977 D1801246	20-NOV-20	-\$94.08
	NOTICE FEES WUP WATER USE PERMITS	CONARGO LLC	VHERNAND	CK			
						Total (Fee Code):	-\$94.08

RECEIVED  
NOV 24 2020  
Water Availability Division



20-NOV-20 11:32 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M105011	1012		BS00083977	20-NOV-20	-\$100.00
	WUP	3446	111920	N	D1801246		
WATER USE PERMITS		SIMS, CARSON	VHERNAND	CK			
	WUP	M105012	10161		BS00083977	20-NOV-20	-\$91.14
	WUP	123653D	111920	N	D1801246		
WATER USE PERMITS		NATURAL DAIRY GROWER LAND LP	VHERNAND	CK			
	WUP	M105013	102		BS00083977	20-NOV-20	-\$567.42
	WUP	123629B	111920	N	D1801246		
WATER USE PERMITS		FRANK VOLLEMAN FAMILY LP	VHERNAND	CK			
	WUP	M105014	10163		BS00083977	20-NOV-20	-\$573.30
	WUP	123642A	111920	N	D1801246		
WATER USE PERMITS		NATURAL DAIRY GROWER LAND LP	VHERNAND	CK			

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NOV 24 2020

Water Availability Division



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<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M105015	10162		BS00083977	20-NOV-20	-\$88.20
	WUP	123636C	111920	N	D1801246		
WATER USE PERMITS		NATURAL	VHERNAND	CK			
		DAIRY					
		GROWER LAND					
		LP					
	WUP	M105016	10160		BS00083977	20-NOV-20	-\$111.72
	WUP	122814A	111920	N	D1801246		
WATER USE PERMITS		NATURAL	VHERNAND	CK			
		DAIRY					
		GROWER LAND					
		LP					
Total (Fee Code):							-\$1,531.78
Grand Total:							-\$1,625.86

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NOV 24 2020

Water Availability Division



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TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M104654	1206		BS00083909	18-NOV-20	-\$100.00
	WUP	141600	111720	N	D1801187		
WATER USE PERMITS		SQ	VHERNAND	CK			
		ENVIRONMENT					
		AL LLC					
	WUP	M104655	1507		BS00083909	18-NOV-20	-\$112.50
	WUP	220	111720	N	D1801187		
WATER USE PERMITS		RBWR LLC	VHERNAND	CK			
	WUP	M104656	100689		BS00083909	18-NOV-20	-\$111.25
	WUP	2012	111720	N	D1801187		
WATER USE PERMITS		KERR COUNTY	VHERNAND	CK			
	WUP	M104657	100690		BS00083909	18-NOV-20	-\$111.25
	WUP	2013	111720	N	D1801187		
WATER USE PERMITS		KERR COUNTY	VHERNAND	CK			
	WUP	M104658	100691		BS00083909	18-NOV-20	-\$111.25
	WUP	2014	111720	N	D1801187		
WATER USE PERMITS		KERR COUNTY	VHERNAND	CK			
	WUP	M104659	100692		BS00083909	18-NOV-20	-\$111.25
	WUP	2015	111720	N	D1801187		
WATER USE PERMITS		KERR COUNTY	VHERNAND	CK			

RECEIVED

NOV 24 2020

Water Availability Division



20-NOV-20 01:04 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M104660	100693		BS00083909	18-NOV-20	-\$111.25
	WUP	2016	111720	N	D1801187		
	WATER USE PERMITS	KERR COUNTY	VHERNAND	CK			
					Total (Fee Code):		-\$768.75
					Grand Total:		-\$768.75

RECEIVED  
NOV 24 2020  
Water Availability Division



Corporate Office:  
3404 Airway Blvd.  
Amarillo TX 79118

Central Texas:  
9855 FM 847  
Dublin TX 76446

New Mexico:  
203 East Main Street  
Artesia NM 88210

November 11, 2020

TCEQ

Attn: Joshua Schauer  
Water Rights Permitting & Availability (MC-160)  
P.O. Box 13087  
Austin, TX 78711-3087

Re: Natural Dairy Grower Land, LP  
App. No. 12-3642A

Mr. Schauer,

Attached please find the response to the RFI dated October 16, 2020 for the above referenced application. Please call or email me if you have any questions.

Respectfully Submitted,

Richard George  
Enviro-Ag Engineering, Inc.  
Office # 254-233-9948

Natural Dairy Grower Land, LP

**RFI Response:**

1. The state and regional water plans generally do not address every possible change in individual water rights. The application is consistent with the 2016 Region G Water Plan and the 2017 State Water Plan because there is nothing in the plans that conflict with the application.
2. The applicant would like to withdraw the proposed off-channel storage as a use of the water in this application.
3. Attached please find the formation paperwork for Natural Dairy Grower Land, LP.
4. Attached please find a check for \$573.30 for the fees due.



**ATTORNEYS**

Scott D. Allen  
Josh C. Allen  
Jeremy M. Derington  
Mark D. Granger  
K. Chris Shelton

**NATURAL DAIRY GROWER LAND, LP  
A TEXAS LIMITED PARTNERSHIP**

**DATA SHEET - 2017**

**Partnership File No.:** 113025.006  
**Partnership Maintenance File No.:** 163045.010

Date of Certificate of Formation: January 1, 2012  
Texas Secretary of State File Number: 0801516789  
Texas Taxpayer Number: 32045916148  
EIN Number: \_\_\_\_\_  
State of Organization: Texas  
Principal Place of Business: 600 CR 252  
Gustine, Texas 76455  
Mailing Address: 600 CR 252  
Gustine, Texas 76455  
Registered Agent: Frank Volleman  
Registered Address: 600 CR 252  
Gustine, Texas 76455  
Fiscal Year: Calendar Year  
Annual Meeting Date of Partners: June 14th

<b>General Partner</b>	<b>Interests</b>
Natural Dairy Grower Management (GP), LLC	1%
<b>Limited Partners</b>	
Frank Volleman	49.5%
Annette Volleman	49.5%



Form 207

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Partnership**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 801516789 12/07/2011  
Document #: 399810190006  
Image Generated Electronically  
for Web Filing

Filing Fee: \$750

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited partnership. The name of the entity is:

**Natural Dairy Grower Land, LP**

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Principal Office**

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

**600 CR 252, Gustine, TX, USA 76455**

**Article 3 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Frank Volleman**

C. The business address of the registered agent and the registered office address is:

Street Address:

**600 CR 252 Gustine TX 76455**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 4 - General Partner Information**

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **Natural Dairy Grower Management (GP), LLC**

Address: **600 CR 252 Gustine TX, USA 76455**

**Supplemental Provisions / Information**

**Article V - Appointment of Agent for Electronic Filing**

The undersigned hereby appoints and authorizes The Allen Firm, P.C., by and through any of its attorneys, to act as agent for the Limited Partnership for the limited purpose of filing this Certificate of Formation electronically with the Secretary of State.

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **January 1, 2012**

**Execution**

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

Signature of General Partner 1: **Natural Dairy Grower Management (GP), LLC, by Frank Volleman, Member, by The Allen Firm, P.C., Agent, by Stephen R. McKethan, Attorney**

FILING OFFICE COPY

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

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THE LIMITED PARTNERSHIP INTERESTS CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF THE STATE OF TEXAS AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM. THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF SUCH INTERESTS IS ALSO SUBJECT TO CERTAIN RESTRICTIONS WHICH ARE SET FORTH IN THIS AGREEMENT OF LIMITED PARTNERSHIP. DURING THE PERIOD IN WHICH SUCH LIMITED PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD BY THE ISSUER, AND FOR A PERIOD OF NINE MONTHS FROM THE LAST SALE BY THE ISSUER OF ONE OF SUCH LIMITED PARTNERSHIP INTERESTS, ALL REALES OF ANY OF THE LIMITED PARTNERSHIP INTERESTS, BY ANY PERSON, MUST BE MADE ONLY TO THE PERSONS RESIDENT WITHIN THE STATE OF TEXAS WITHIN THE MEANING OF RULE 147 OF THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933. NO SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF ANY LIMITED PARTNERSHIP INTEREST WILL BE RECOGNIZED BY THE PARTNERSHIP UNLESS SUCH SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS MADE IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THIS AGREEMENT; OF THE SECURITIES ACT OF 1933, AS AMENDED; AND THE SECURITIES ACT OF THE STATE OF TEXAS, AS AMENDED, INCLUDING, WITHOUT LIMITATION, REGISTRATION UNDER SUCH ACTS IF REQUIRED UNDER THE PROVISIONS THEREOF.

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**THIS AGREEMENT OF LIMITED PARTNERSHIP** (hereinafter referred to as the "Agreement"), is made effective as of January 1, 2012, by and between NATURAL DAIRY GROWER MANAGEMENT (GP), LLC, A Texas Limited Liability Company ("General Partner"), and Frank Volleman and Annette Volleman ("Limited Partners").

**ARTICLE I**  
**FORMATION, CERTIFICATES, TERM**

**1.1 Formation of Partnership.** The parties hereto hereby form, pursuant to Chapters 151, 153 and 154 and Title 1, to the extent applicable to limited partnerships, of the Texas Business Organizations Code (hereinafter, as from time to time amended, referred to as the "TBOC"), a Limited Partnership, which organization is hereinafter referred to as the "Partnership." The rights, duties, status and liabilities of the Partners shall, except as hereinafter expressly stated to the contrary, be as provided for in the TBOC.

**1.2 Certificate of Formation; Other Documents.** The parties hereto shall execute, file, record and/or publish the Certificate of Formation and other documents conforming hereto, and take all other appropriate action to comply with all legal requirements for the formation of a Limited Partnership under the TBOC, and for its operation in the State of Texas. The Partnership shall not conduct any business until the filing and acknowledgment of filing of such Certificate of Formation.



**1.3 Partnership Name.** The business of the Partnership shall be conducted under the name of NATURAL DAIRY GROWER LAND, LP or such other name as the General Partner may select from time to time. The General Partner shall promptly execute, file, record and/or publish with the proper offices an assumed name certificate.

**1.4 Registered Agent, Registered Address and Principal Office.** The registered agent and registered office address for the Partnership in the State of Texas is: Frank Volleman, 600 CR 252, Gustine, Texas, 76455. The principal place of business of the Partnership shall be at 600 CR 252, Gustine, Texas, 76455, but substitute or additional places of business may be established at such other locations as may, from time to time, be determined by the General Partner. All records of the Partnership required by Section 153.551 of the TBOC will be maintained at the Principal Office.

**1.5 Term of Partnership.** The Partnership shall become effective upon the execution of this Agreement and the filing of the Certificate of Formation with the Secretary of State of the State of Texas, and shall remain effective until the Partnership is terminated pursuant to the TBOC.

**1.6 Amendment to Certificate of Formation.** The General Partner shall file amendments to the Certificate of Formation whenever required by the TBOC. If a General Partner is unwilling or unable to sign a required amendment to the Certificate of Formation, the amended Certificate of Formation may be signed by any remaining or successor General Partners. Each General Partner appoints his successor and any remaining General Partners, if any, as his attorney in fact to sign such amended Certificate of Formation.

## **ARTICLE II** **DEFINITIONS**

Whenever used in this Agreement, the terms set forth below shall be defined as follows:

**2.1 "Additional Capital Contribution"** shall mean that amount of money or other property, if any, that the Partners may contribute to the Partnership for additional capital, if any, to be used for operating capital.

**2.2 "Adjusted Capital Account Deficit"** means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such capital account any amounts which such Limited Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Section 704 of the Code and the Regulations thereunder, and

(b) Debit to such capital account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

**2.3 "Affiliate"** means, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with such Partners. The term "control," as used in this definition means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

**2.4 "Assignee"** shall mean a Person who has acquired all or a portion of an interest in the Partnership by assignment or Transfer as of the date the assignment or Transfer of such interest becomes effective. An Assignee has only the rights granted to an assignee as provided by Subchapter F, Chapter 153 of the TBOC. An Assignee does not have the right to become a Partner, except as provided in this Agreement or unless all partners consent as provided by Section 153.253 of the TBOC. An Assignee shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the TBOC or this Agreement. In addition, no Assignee of an interest in the Partnership shall have the right to assign any transferred interest except as otherwise provided in this Agreement.

**2.5 "Capital Contribution"** means the total contribution to the capital of the Partnership which a Partner is legally bound and obligated to make, which amount is designated as a Capital Contribution for such Partner pursuant to Article IV of this Agreement.

**2.6 "Certificate of Formation"** shall mean the Certificate of Formation of Limited Partnership to be filed on behalf of the Partnership as required by the appropriate provisions of Chapter 3 of the TBOC, and all amendments thereto and substitutions thereof.

**2.7 "Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**2.8 "Contribution Agreement"** means, with respect to each of the Partners, the agreement respecting the original Capital Contribution to be made by, or on behalf of, each such Partner pursuant to Section 4.2 hereof, as described more fully in Section 4.3 hereof.

**2.9 "Default Rate of Interest"** shall mean the rate per annum equal to the lesser of (a) the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street Journal which is also the base rate on corporate loans at large United States money center commercial banks as its prime commercial or similar reference interest rate, with adjustments to be made on the same date as any change in the rate, and (b) the maximum rate permitted by applicable law.

**2.10 "Depreciation"** means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, further that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

**2.11 "Distributable Cash"** shall mean, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership property, other than (a) Capital Contributions with interest earned pending its utilization; (b) financing or other loan proceeds; (c) reserves for working capital; and (d) other amounts that the General Partner reasonably determines should be retained by the Partnership in accordance with the General Partner's discretion under section 6.1 hereof.

**2.12 "General Partner" or "General Partners"** shall mean all Persons designated as a General Partner on Exhibit "A" and any successor General Partners pursuant to the terms of this Agreement, but does not include any Person who has ceased to be a General Partner.

**2.13 "Gross Asset Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership, provided that the initial Gross Asset Values of the assets contributed to the Partnership shall be as set forth in Exhibit "A", and provided further that if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall require the agreement of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners (such agreement need not be in writing, and any such agreement will be presumed to have been made by the required percentage ownership interest unless there is clear and convincing evidence to the contrary), except that the determination of the fair market value of a contributed asset of a General Partner may, if such General Partner chooses, be made by written appraisal from a qualified appraiser, and such written appraisal shall control;

(b) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (1) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (2) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership Property as consideration for an interest in the Partnership; and (3) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(c) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Partners' capital accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Section 5.2(c) hereof;

provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section to the extent the General Partner determines that an adjustment pursuant to Section 2.13(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.13(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.13(a), 2.13(b), or 2.13(d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

**2.14 "Initial Capital Contribution"** shall mean that amount of money or property initially contributed by the Partners as set forth in Exhibit "A" hereto.

**2.15 "Limited Partner" or "Limited Partners"** shall mean the Persons admitted to the Partnership as original, additional or substituted Limited Partners as reflected on Exhibit "A" as amended.

**2.16 "Partner" or "Partners"** shall mean individually a General Partner, or Limited Partner, or collectively the General Partners and the Limited Partners.

**2.17 "Partnership Property"** shall mean that property, real or personal, including but not limited to real estate, investment limited partnerships, cash, stocks, bonds and similar investments, which is contributed to or acquired by the Partnership.

**2.18 "Person"** shall mean any individual, business trust, registered limited liability partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, administrator, nominee, or any other legal or commercial entity.

**2.19 "Profits" or "Losses"** means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(a) or Section 2.13(c) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Partnership Property, with respect to which gain or loss is recognized for federal income tax purposes, shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.10 hereof; and

(f) Notwithstanding any other provision in this Section, any items which are specially allocated pursuant to Section 5.2 or Section 5.3 hereof shall not be taken into account in computing Profits or Losses.

**2.20 "Regulations"** means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**2.21 "Securities Act"** shall mean the Securities Act of 1933, as amended.

**2.22 "Transfer"** when used as a noun shall mean any voluntary or involuntary transfer, sale, pledge, hypothecation, assignment or other disposition, and as a verb shall mean voluntarily or involuntarily to transfer, sell, pledge, hypothecate, assign or otherwise dispose.

**2.23 "Wholly Owned Affiliate"** of any Person shall mean an Affiliate of such Person 100% of the voting stock or beneficial ownership of which is owned by such Person, directly or indirectly, through one or more Wholly Owned Affiliates, or by any Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person, and an Affiliate of such Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person.

### **ARTICLE III** **PURPOSE**

**3.1 Purposes of the Partnership.** The purposes of the Partnership shall be (a) to own, hold, sell, develop, lease, dispose of, exchange, convert, manage, exercise voting rights with respect to, and otherwise exercise all of the rights, duties and obligations of an owner of the Partnership Property; (b) to reinvest, in any manner and in any real or personal property which the General Partner deems appropriate, all proceeds derived from the Partnership Property; (c) to invest the Partnership Property in any manner deemed reasonable by the General Partner, in any real or personal property; and (d) to conduct any other business or make any investment which a limited partnership may make without violating the TBOC or any other applicable law. It is intended that consolidation of investments through the limited partnership will provide centralized and cost effective management.

The secondary purpose of the limited partnership is to ensure management continuity for the Partnership Property, to provide management experience, participation, and succession of management to family members, and to share investment capital with family members by providing the means for them to acquire an interest in the family limited partnership.

**3.2 Powers.** The General Partner may make, enter into, deliver and perform all contracts, agreements or undertakings, pay all costs and expenses and perform all acts deemed appropriate by the General Partner to carry out the Partnership purposes, subject to the limitations of this Agreement and the TBOC.

**3.3 Other Transactions of Partners.**

(a) It is acknowledged that the Partners may in the future, from time to time, obtain additional opportunities to acquire property for investment, development or otherwise. Each Partner shall be free to acquire such interests in other property as such Partner may in such Partner's sole discretion deem desirable without having to offer interests in such property to the other Partners of this Partnership, and such action on the part of any Partner shall not be deemed a breach of any fiduciary relationship owed by that Partner to the other Partners or the Partnership. Participation in the Partnership shall not in any way act as a restraint on the other present or future business activities or investments of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner, whether or not such activities are competitive with the business of the Partnership. As a result of this Agreement, no Partner (or Affiliate of any Partner) shall be obligated or bound to offer or present offered to them or the Partnership or any of the other Partners any business opportunity presented to or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Partner (or any Affiliate of a Partner) or any employee, officer, director, member, manager, or shareholder of such Partner for its account or the account of others. In furtherance thereof, the Partners hereby agree that any business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be conclusively deemed not to be a business activity in competition with, or an opportunity of the Partnership. Any such business or activity of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner may be undertaken with or without prior notice to or participation therein by the Partnership or the other Partners. Each Partner and the Partnership hereby waive any right or claim such Partner or the Partnership may have against a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner with respect to such business or activity or the income or profits thereof.

(b) The Partnership may contract with any of the Partners or their Affiliates for the purchase of goods and services for the benefit of the Partnership at any time provided that the compensation paid to such Person shall be commensurate with rates prevailing for such services at the time such services are performed, and any charges so incurred shall be deemed expenses of the Partnership. The General Partner shall have the authority to enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (a) a trust of which a Partner is a trustee or beneficiary; (b) an estate of which a Partner is a personal representative or beneficiary; (c) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (d) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (e) any Partner, acting individually; or (f) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

**ARTICLE IV**  
**CAPITAL CONTRIBUTIONS AND**  
**SHARES OF PROFITS AND LOSSES**

**4.1 Ownership Percentages.** The percentage interest of each Partner will be determined by dividing the balance of such Partner's capital account by the total of all of the capital accounts of all Partners. A Partner's percentage interest will be determinative of: (a) a Partner's ownership interest in the Partnership as an entity; (b) a Partner's interest in the distribution of Distributable Cash; (c) a Partner's allocable share of the items of Profits and Losses; and (d) a Partner's distributive share of cash and other property upon winding up of the Partnership.

**4.2 Initial Capital Contributions.** Receipt is hereby acknowledged for each Partner's Initial Capital Contribution.

**4.3 Contribution Agreements.** The Capital Contributions made by each of the Partners pursuant to Section 4.2 hereof shall be subject to the terms and provisions of the Contribution Agreement of each Partner referenced in Exhibit "C" attached hereto. The General Partner, on behalf of the Partnership, shall enter into the Contribution Agreements, and any agreement referred to therein, without requirement of any further act, approval, or vote of any other Person, and such agreements shall be deemed to satisfy all requirements of this Agreement.

**4.4 Additional Capital Contributions.** The Partners shall not be permitted to make Additional Capital Contributions to the Partnership without the consent of all of the Limited Partners.

**4.5 Capital Accounts.** A Partnership capital account shall be established for each Partner and shall be maintained at all times throughout the existence of the Partnership in a manner so as to correspond to the rules set forth in Article V. The amount in a Partner's capital account shall initially be the amount of such Partner's Initial Capital Contribution which shall be the fair market value of the assets such Partner contributed. A Partner's capital account shall be credited with its Additional Capital Contribution, and any other voluntary Capital Contribution made by such Partner when made, and such Partner's share of Partnership Profits. A Partner's capital account shall be decreased by the amount of money and the fair market value of property distributed to such Partner (net of liabilities securing such distributed property that the Partner is considered to assume or take subject to under Section 752 of the Code) and by the amount of losses allocated to such Partner, by such Partner's distributive share of the items described in Section 705(a)(1)(B) and 705(a)(2)(B) of the Code, and by other items of deduction specially allocated to such Partner. The capital accounts shall not bear interest. Additional Capital Contributions shall be recorded at the fair market value of the assets contributed by the Partner and the distributions to a Partner shall also be recorded at the fair market value of the assets distributed. The provisions in this Agreement regarding the formation and maintenance of capital accounts are intended to comply with Sections 1.704-1(b) and 1.704-1(c) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the General Partner, or the Limited Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Person

pursuant to Article XI hereof upon the winding up of the Partnership. The General Partner also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations, and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations.

**4.6 Limitation of Liability.** No Limited Partner herein shall be liable for any sum of money in excess of the total sums which have been contributed and agreed to be contributed by such Limited Partner in this Agreement.

**4.7 Return of Capital.** No Partner shall have the right to withdraw, demand a return or reduce his Capital Contribution to the Partnership. In the event a return of or reduction in the capital account of a Partner is made, any amounts paid to such Partner shall be reduced by all costs, fees and other expenses incurred by the Partnership in facilitating such return of or reduction in capital.

**4.8 Additional Operating Capital.** No Partner shall have any obligation to make additional contributions of capital to the Partnership or make any loan to the Partnership, and no Partner shall have any liability to the Partnership or any other Partner by virtue of refusing to make any additional contributions of capital or loans to the Partnership.

**4.9 Use of Contributions.** The cash and property contributed by the Partners, initially being the aggregate amounts reflected on Exhibit "A," will be utilized by the Partnership for the purposes of the Partnership set forth in Article III.

**4.10 Nature of Interests.** All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

## **ARTICLE V** **ACCOUNTING**

**5.1 Profits and Losses.** After giving effect to the special allocations set forth in Sections 5.2 and 5.3 hereof and subject to the limitations of Sections 5.1(a) and 5.1(b), Profits or Losses for any fiscal year shall be allocated among the Partners in proportion to their ownership interests in the Partnership.

(a) Notwithstanding the foregoing, the Losses allocated pursuant to this Section 5.1(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Limited Partners to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitations set forth in this Section 5.1(a) shall be allocated to the General Partner.

(b) In the event Losses have been allocated to the General Partner pursuant to Section 5.1(a) hereof, 100% of the Profits shall be allocated to the General Partner until the cumulative Profits allocated pursuant to this Section 5.1(b) for the current and all prior fiscal years are equal to the cumulative Losses allocated pursuant to Section 5.1(a) hereof for all prior fiscal years.

**5.2 Special Allocations.** The following special allocations shall be made in the following order:

(a) **Qualified Income Offset.** In the event any Limited Partner unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 5.2(a) shall be made only if and to the extent that such Limited Partner has an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.2(a) were not in this Agreement.

(b) **Gross Income Allocation.** In the event any Limited Partner has a deficit capital account at the end of any Partnership fiscal year which is in excess of the sum of (1) the amount such Limited Partner is obligated to restore pursuant to any provision of this Agreement, and (2) the amount such Limited Partner is deemed to be obligated to restore, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.2(b) shall be made only if and to the extent that such Limited Partner has a deficit capital account in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.2(a) hereof and this Section 5.2(b) were not in this Agreement.

(c) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

**5.3 Curative Allocations.** The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (a) apply the provisions of Sections 5.2(a) and 5.2(b) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from such allocations, and (b) divide all allocations pursuant to Sections 5.2(a) and 5.2(b) hereof among the Partners in a manner that is likely to minimize such economic distortions.

**5.4 Other Allocation Rules.**

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) All allocations to the Partners pursuant to this Article V shall, except as otherwise provided, be divided among them in proportion to the Partners' ownership interests in the Partnership.

(c) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

**5.5 Tax Allocations: Code Section 704(c).** In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to account for any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.13(a) hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(b) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

**5.6 Fiscal Year and Annual Accounting.** The Partnership fiscal year shall be the calendar year. The Partnership books shall be kept on the cash receipts and disbursements method of accounting or in accordance with generally accepted accounting principles, at the discretion of the General Partner. The General Partner shall furnish to the Partners, on an annual basis, accounting reports reflecting Partnership income and expenses. In addition, the General Partner shall provide the Partners with the full annual Partnership tax return for the preceding year in a timely manner to comply with all Code reporting deadlines.

## **ARTICLE VI** **DISTRIBUTIONS**

**6.1 Distributions of Partnership Funds.** Distributions of Distributable Cash shall be made in such amounts and at such times as may be determined at the sole discretion of the General Partner, as provided in this Section 6.1. Unless agreed in writing by a transferor and transferee, Distributable Cash allocable to a transferred Partnership interest which may have been transferred during any year shall be distributed to the holder of such Partnership interest who was recognized as the owner on the date of such distribution, without regard to the results of Partnership operations during the year. With regard to Distributable Cash and other Partnership Property, the General Partner shall make a determination, in accordance with such General Partner's duty of care and loyalty to the Partnership, as to the need for the Partnership Property in the operation of the Partnership business, considering current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership's purposes. It is the duty of the General Partner, in determining the amount of Distributable Cash available for the payment of distributions, to take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further

operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing such debts within the limits of the Partnership's credit, and the preservation of its capital as represented in the Partnership Property as a fund for the protection of its creditors. Any contributed Partnership Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of Partnership Property contributed to the Partnership or from the sale of any Partnership Property purchased with borrowed funds, or any reinvestment of any of the Partnership Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any Distributable Cash derived from income may, to the extent deemed unnecessary for the purposes of the Partnership by the General Partner under the foregoing standard, be distributed in accordance with this Agreement.

**6.2 Confidentiality of Information.** Each Partner is entitled to all information under the circumstances and subject to the conditions stated in this Agreement and the TBOC. The Partners agree, however, that the General Partner or 80% of the then outstanding ownership interest of the Limited Partners may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, Partnership Property, and financial condition of the Partnership shall be kept confidential and not provided to some or all of the Limited Partners or any Assignee, and that it is not just or reasonable for those Partners or Assignees or their representatives to examine or copy that information. In addition, the Partners acknowledge that they may receive information regarding the Partnership in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner shall hold in strict confidence any information it receives regarding the Partnership that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any Person other than another Partner, except for disclosures compelled by law, or disclosures made to advisers or representatives of the Partner (if they have agreed to be bound by the provisions of this section). The Partners agree that the provisions of this section may be enforced by specific performance.

**6.3 Loans.** Any Person may, with the consent of the General Partner, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at such rate as the General Partner and the lending Partner shall agree but not in excess of the maximum rate permitted by law. If a General Partner, or an Affiliate of a General Partner, is the lending Partner, the rate of interest shall be determined by the General Partner taking into consideration, without limitation, prevailing interest rates and the interest rates such General Partner or an Affiliate of such General Partner would be required to pay in the event such General Partners or Affiliate of such General Partner had itself borrowed funds to loan or advance to the Partnership, and the terms and conditions of such loan, including the rate of interest, shall be no less favorable to the Partnership than if the lender had been an independent third party.

**ARTICLE VII**  
**POWERS, RIGHTS AND DUTIES OF GENERAL PARTNERS**

**7.1 Management.** If there is only one General Partner, such General Partner shall be the Managing Partner. If there is more than one General Partner and no Managing Partner is serving, then 80% of the then outstanding ownership interest of the General Partners shall appoint a Managing Partner. A Managing Partner shall serve until the designation is revoked, until such Managing Partner is removed by vote of 51% of the then outstanding ownership interest of the General Partners, or until the Managing Partner ceases to serve for any other reason. If a Managing Partner is designated, the Managing Partner is authorized and directed to manage and control the assets and the business of the Partnership. The Managing Partner may exercise all of the powers which could be exercised by majority consent of the General Partners. It is understood and agreed that the Managing Partner shall consult and confer with the General Partners before taking any steps resulting in any substantial change in the operation or policies of the Partnership affairs, or the sale of any portion of the Partnership assets other than in the usual course of business, or in any manner which affects the Partnership business in a manner judged unusual by the Partners in the ordinary operation of the Partnership business. If a Managing Partner is serving as such, any reference to "General Partner" in this Agreement shall also include "Managing Partner" if applicable.

**7.2 Successor General Partners.** If there are multiple General Partners and one or more of them withdraws or ceases to serve for any reason and there is at least one remaining General Partner, the business of the Partnership is permitted to continue by the remaining General Partner without amendment to this Agreement. Prior to the withdrawal of all multiple General Partners or the withdrawal of a sole General Partner, additional General Partners may be appointed to serve as successor General Partners (each such General Partner is referred to herein as a "Designated Successor General Partner") by all of the remaining Partners acting unanimously. If a General Partner, serving alone, withdraws or ceases to serve for any reason and there are no Designated Successor General Partners remaining, then without amendment to this Agreement, the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such withdrawal or cessation of service), may agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more General Partners. Any Designated Successor General Partner will not have the duties nor the liabilities of a General Partner until such time as the successor actually accepts and assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of service as a General Partner.

**7.3 Resignation by General Partner.** No General Partner shall have the right to withdraw from the Partnership before the Partnership is terminated. If such General Partner does attempt to withdraw as a General Partner, such attempt shall be considered a breach of this Agreement, and such General Partner's general Partnership interest shall convert to that of a Limited Partner.

**7.4 Authority of General Partner.** Subject to the limitations of this Agreement, and to the fiduciary obligations and limitations imposed upon the General Partner at law, the General Partner shall manage the day-to-day operations of the Partnership. The General Partner shall have the authority to take any action which the General Partner believes in good faith to be in furtherance of the Partnership business and purposes and to exercise all rights and powers

generally conferred by law in connection therewith. No Person dealing with the Partnership shall be required to inquire into, or obtain any consents or other documentation as to the authority of the General Partner to take any such action or to exercise any such rights or powers. Specifically:

(a) The General Partner shall have the right, power and authority on behalf of the Partnership:

(1) To receive and hold all Partnership Property in the name of the Partnership;

(2) To obtain and maintain such insurance as is deemed to be desirable and appropriate by the General Partner;

(3) To open, maintain, and close bank accounts, brokerage accounts and checking accounts in the name of the Partnership, to designate and change signatories on such accounts, and to draw checks and other orders for the payment of monies;

(4) To engage accountants, attorneys and any and all other agents and assistants, both professional and non-professional, which may include the General Partner, and to compensate them reasonably for services rendered;

(5) To collect all sums due to the Partnership;

(6) To prepare and file all tax returns of the Partnership and to make all elections for the Partnership thereunder;

(7) To the extent that funds of the Partnership are available therefor, to pay as they become due all debts and obligations of the Partnership;

(8) To sell, assign, lease, exchange, convert or otherwise transfer or dispose of all or part of the Partnership Property, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(9) To mortgage, pledge, grant a security interest in, or incur, renew, or refinance any indebtedness of the Partnership, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(10) To vote and exercise all other rights available to the holder of any securities included in the Partnership Property;

(11) To take any and all other action, including legal action, that the General Partner deems necessary, appropriate or advisable in furtherance of the Partnership's business and purposes; and

(12) To enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (i) a trust of which a Partner is a trustee or beneficiary; (ii) an estate of which a Partner is a personal representative or beneficiary; (iii) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (iv) any

Affiliate, employee, stockholder, associate, manager, partner, or business associate; (v) any Partner, acting individually; or (vi) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

(b) The General Partner or his nominee shall hold legal title to the Partnership Property and shall have the sole authority to manage, deal with, negotiate and contract with respect to, and convey the Partnership Property on behalf of the Partnership.

(c) The General Partner shall act in good faith in the performance of the General Partner's obligations hereunder, but shall have no liability or obligation to any of the Limited Partners or the Partnership for any decision made or action taken in connection with the discharge of the General Partner's duties hereunder if such decision or action is made or taken in good faith and in the exercise of due care in connection with the Partnership business.

(d) The General Partner shall have the power to designate, from time to time, a depository of Partnership funds, and to draw upon the same for Partnership purposes.

(e) Any person dealing with the Partnership or the General Partner may rely on a certificate signed by the General Partner concerning:

(1) The identity of the General Partner or any other Partner;

(2) The existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the General Partner or in any other manner germane to the business and affairs of the Partnership;

(3) The person or persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(4) Any act or failure to act by the Partnership or concerning any other matter whatsoever involving the Partnership or any Partner.

**7.5 Requirement of Unanimous Consent.** The General Partner shall not have the authority to enter into any of the following transactions without the unanimous consent of all the Partners:

(a) Terminate, liquidate and wind up the Partnership, except as otherwise provided in this Agreement;

(b) Admit additional or substitute Partners, except as otherwise provided in this Agreement;

(c) Do any act that would make it impossible to carry on the purposes of the Partnership and business of the Partnership (provided, however, that the sale or other disposition of all or any Partnership Property shall not be deemed to be an act making it impossible for the Partnership to carry on its business);

(d) Engage in any business activity other than that which is consistent with the purposes of the Partnership;

(e) Amend this Agreement, except as otherwise provided in this Agreement.

**7.6 Restrictions on General Partners.** The General Partner will not have the authority to enter into any of the following transactions without the consent of 80% of the outstanding ownership interest of the Limited Partners:

(a) Prior to the actual termination of the Partnership, sell substantially all of the Partnership Property in liquidation or cessation of business;

(b) Compromise any claim or dispute having an amount or value in issue in excess of 50% of the total value of the Partnership Property;

(c) Confess a judgment against the Partnership;

(d) Do any act in violation of this Agreement;

(e) Make, execute or deliver any assignments for the benefit of creditors;

(f) Do any act for which the consent of the Limited Partners is required by the TBOC.

**7.7 Dissolution or Bankruptcy of a Partner.** On the dissolution, winding up, termination, or bankruptcy of a Partner, such Partner and his successors shall thereafter have the status of an Assignee and shall receive distributions to which such Assignee is entitled. For purposes of this Agreement, the bankruptcy of a Partner shall be deemed to have occurred upon the happening of any event described in subsections (4) and (5) of Section 153.155(a) of the TBOC.

**7.8 Indemnification of the General Partners.** The General Partners shall be jointly and severally indemnified and held harmless by the Partnership and by each other to the extent of each Partner's individual ownership in the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the management of the Partnership affairs or to any Persons acting as an employee while in the course of managing the Partnership affairs; provided, however, that no General Partner shall be entitled to indemnification hereunder where the claim at issue is based upon any of the following:

(a) A matter entirely unrelated to such General Partner's management of the Partnership affairs.

(b) The proven gross negligence, misconduct, fraud or bad faith of such General Partner.

(c) The proven breach by such General Partner of any provisions of this Agreement.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the General Partner, shall be entitled, whether pursuant to some other provisions of this Agreement, at law or in equity. A General Partner will not have liability for loss of income from or decrease in the value of the property which was

retained in the form which such General Partner received it. In addition, the General Partner will not owe a fiduciary duty to the Partnership or to any Partner. The General Partner will owe a duty of loyalty and a duty of care to the Partnership. To the extent Texas law will permit, a General Partner who succeeds another will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner, and may accept as correct the records of the preceding General Partner without duty to audit the records or to inquire further into the administration of the predecessor and without liability for a predecessor's errors or omissions.

**7.9 General Partner with Interest as Limited Partner.** If a General Partner has or acquires an interest in the Partnership as a Limited Partner, such General Partner will, with respect to such limited Partnership interest, enjoy all the rights and be subject to all of the obligations and duties of a Limited Partner. With respect to such General Partner's general Partnership interest, such General Partner will continue to enjoy all the rights and remain subject to all of the obligations and duties of a General Partner.

## **ARTICLE VIII** **POWERS, RIGHTS AND DUTIES OF LIMITED PARTNERS**

**8.1 Requirements for Admission of Transferee as Limited Partner.** A transferee of an interest in the Partnership shall be admitted to the Partnership as a substituted Limited Partner only upon satisfaction of the conditions set forth in this Section:

(a) Execution of this Agreement or a counterpart of this Agreement, as provided in Exhibit "B" to this Agreement, and such other documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Partnership to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement;

(b) Contribution of capital, if any, required by such transferee;

(c) Obtaining Consent from all of the Partners; and

(d) Acquisition of such interest by such transferee by means of a Permitted Transfer.

**8.2 Power of Attorney.** Each Limited Partner does irrevocably constitute and appoint the General Partner, as his or her true and lawful attorney in fact and agent, which power of attorney is hereby declared to be coupled with an interest, in his or her name, place and stead to execute, acknowledge and file (a) the original Certificate of Formation and any later certificate, to be executed in compliance with the requirements of law, to be filed in the Office of the Secretary of the State of Texas; (b) the original assumed name certificate, and any later assumed name certificate, to be executed in compliance with the requirements of law, to be filed in the appropriate County Clerk's office; (c) all instruments required to effectuate the winding up or termination of the Partnership. The power of attorney granted herein shall not terminate upon the death or disability of a Limited Partner. No Person need inquire further than this Agreement of Limited Partnership for other evidence or proof of the General Partner's right and authority to bind the Partnership.

### **8.3 Rights and Restrictions of Limited Partners.**

(a) Except as otherwise limited by the terms and provisions contained in this Agreement, the Limited Partners shall have all of the rights, and be afforded the status, of limited partners as set forth in the TBOC. No Limited Partner shall have any right or power to (1) take part in the management or control of the Partnership or its business or affairs, (2) transact any business for the Partnership, or (3) sign for or bind the Partnership in any way.

(b) No Limited Partner shall have the right to withdraw from the Partnership. A Limited Partner will breach this Agreement if he (1) attempts to withdraw from the Partnership; (2) interferes in the management of the Partnership affairs; (3) engages in conduct which could result in the Partnership losing its tax status as a partnership; (4) engages in conduct that tends to bring the Partnership into disrepute; (5) breaches any confidentiality provisions of this Agreement; (6) fails to meet any commitment to the Partnership; or (7) owns a Partnership interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceedings. A Limited Partner who is in breach of this Agreement shall be liable to the Partnership for damages caused by such breach. The Partnership may offset for the damages against any distributions or return of capital to the Limited Partner who has breached this Agreement.

(c) No Limited Partner shall have the right or power to cause the winding up or termination of the Partnership by court decree or otherwise.

(d) The Limited Partners shall refer all bona fide offers for the purchase or sale of all or any part of the Partnership Property to the General Partner for negotiation.

(e) Nothing contained herein to the contrary, no Limited Partner shall be liable for any of the debts or other obligations of the Partnership or for any of the losses thereof beyond the Initial Capital Contribution and any Additional Capital Contributions of such Limited Partner unless the Limited Partners expressly assume such liability.

(f) All Limited Partners hereby agree to execute any and all instruments that they may be required to execute by any purchaser of said property in order to effect a sale of the Partnership Property.

**8.4 Removal of a General Partner.** Notwithstanding any provision herein to the contrary, a General Partner may not be removed unless there is at least one remaining General Partner. The Limited Partners may remove a General Partner upon the vote of 80% of the then outstanding ownership interest of the Limited Partners. Written notice of such determination setting forth the effective date of such removal shall be served upon such General Partner, and as of the effective date, shall terminate all of such Person's rights and powers as a General Partner hereunder, except for any accrued rights to receive payments authorized by Article XI hereunder. Such Partner shall thereafter cease to be a General Partner, and the removed General Partner shall automatically become a Limited Partner, and such removed General Partner's partnership interest shall be converted to a limited partnership interest. The remaining General Partners shall continue the business of the Partnership. Notwithstanding the foregoing, if a General Partner is in material breach of such General Partner's obligations and does not cure, or commence and diligently prosecute the curing of, such breach within ninety (90) days after notice thereof by any of the Limited Partners, or if he has committed any act or omission of fraud or malfeasance to the injury of the Partnership, then such General Partner may be

removed upon agreement of 51% of the then outstanding ownership interest of the Limited Partners. For purposes of the preceding sentence, a General Partner shall be considered to be in material breach of such General Partner's obligations (1) if a court of last resort determines that such General Partner has committed an act of willful misconduct, gross negligence, or fraud; or (2) if a General Partner declares bankruptcy, becomes insolvent or terminated, or assigns all of such General Partner's assets for the benefit of such General Partner's creditors.

**8.5 Investment Representations and Warranties of the Limited Partners.** Each Limited Partner hereby represents and warrants with respect to such Limited Partner's execution of this Agreement (or by such Limited Partner's subscription and acceptance of this Agreement) and the interest in the Partnership to be acquired by him hereunder as follows:

(a) Such Limited Partner will not sell, assign or otherwise transfer such Limited Partner's interest in the Partnership to any Person except in accordance with this Agreement; such Limited Partner will obtain from any transferee of such Limited Partner's interest in the Partnership representations and warranties for the benefit of such Limited Partner and of the Partnership similar to those made in this Section and has made representations and warranties similar to those made in this Section;

(b) During the course of the discussion of this Agreement and prior to the execution thereof, such Limited Partner had adequate opportunity to ask questions of, and to receive answers from, the General Partner concerning the terms and conditions of this Agreement, the background and experience of the General Partner, the plans of the General Partner for the operation of the Partnership and all other matters related to this Agreement concerning which such Limited Partner desired to ask, and that such Limited Partner has asked and has had answered to the satisfaction of such Limited Partner all questions which such Limited Partner desired to ask;

(c) Such Limited Partner is acquiring the interest in the Partnership for investment and not with a view to a distribution thereof within the meaning of the Securities Act of 1933 and the Securities Act of the State of Texas;

(d) Such Limited Partner has such knowledge and experience in matters of finance, securities and investments, generally, that such Limited Partner is capable of evaluating the risks of entering into this Agreement;

(e) Such Limited Partner has experience and skill in investments based on actual participation;

(f) The General Partner has made available to such Limited Partner the opportunity to obtain any additional information necessary to verify the accuracy of the information given to such Limited Partner by the General Partner;

(g) Such Limited Partner has been informed by the General Partner that such Limited Partner may have to continue to bear the economic risk of entering into this Agreement for an indefinite period because of the restrictions on disposition of limited partnership interests in the Partnership;

(h) The limited partnership interest acquired pursuant to this Agreement will not be sold, transferred or encumbered in contravention to this Agreement;

(i) Such Limited Partner recognizes that the Partnership will be newly organized and has no history of operations or earnings and is of a speculative nature;

(j) Such Limited Partner understands that no state or Federal governmental authority has made any finding or determination relating to the fairness for public investment of the ownership interests offered by the Partnership and that no state or Federal government authority has or will recommend or endorse these said ownership interests;

(k) Such Limited Partner recognizes that prior to this offering there has been no public market for the ownership interests offered by the Partnership, and it is likely that after the offering there will be no such market for these interests;

(l) Such Limited Partner is financially able to comply with his obligations hereunder; and such Limited Partner has adequate means of providing for current financial needs and possible personal contingencies, exclusive of the investment of such Limited Partner in the Partnership;

(m) Such Limited Partner understands that the Internal Revenue Service (the "Service") may disallow some or all of the deductions to be claimed by the Partnership and that the Service may attempt to treat the Partnership as an association taxable as a corporation which could have an adverse economic effect on the Partners by (1) taxation at the Partnership level resulting in double taxation and no flow through of loss, and (2) substantial reduction in yield, if any, on the Partners' investment in the Partnership; and

(n) Such Limited Partner is aware that the General Partner may be or may engage in business which is competitive with that of the Partnership, and such Limited Partner agrees to such activities even though there are conflicts of interest inherent therein.

## ARTICLE IX MANAGEMENT FEES AND OTHER EXPENSES

**9.1 Management Fees.** Except as provided in this Article, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership, nor shall any Partner be reimbursed for any expenses incurred by such Partner on behalf of the Partnership. In connection with the conduct, operation and sale of the Partnership Property and the operation of the Partnership, the General Partner may charge the Partnership management fees for managing the Partnership and shall be reimbursed for any direct expenses reasonably incurred in connection with the Partnership's business; provided, however, that no such expense shall be incurred other than at a price which reflects a competitive market rate for such expense; and provided further, that no contract or arrangement entered into by a General Partner on behalf of the Partnership with such General Partner or an Affiliate shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party. The General Partner shall not be required to devote full time to the affairs of the Partnership, but shall diligently and faithfully devote whatever time, effort, and skill may be necessary for the conduct of the Partnership's business, and shall perform all of the duties of a General Partner which are provided for in this Agreement and the TBOC.

**9.2 Expenses.** The General Partner may charge to the Partnership and pay or recover out of Partnership funds, as and when available, the following: All fees that may be required by applicable state or local authorities relating to the formation and operation of the Partnership or in compliance with the terms of this Agreement, including but not limited to, all filing fees for assumed name certificates, the Certificate of Formation and all amendments thereto, all reasonable expenses incurred by the General Partner in connection with the organization and formation of the Partnership, all reasonable expenses incurred by the General Partner to acquire, preserve, protect, or perfect the title to the Partnership Property or to operate and maintain such property, including, but not limited to, travel expenses, attorneys' fees, accountants' fees and court costs incurred in connection with such matters and any sums owed by the Partnership pursuant to any contract entered by the General Partner pursuant to its authority under this Agreement; the cost of public liability insurance carried in connection with the business of the Partnership; taxes on property of the Partnership; principal and interest, and any other amounts whatsoever owing on any indebtedness of the Partnership, or any part hereof, or any instruments securing any of same, together with any expenses incurred in connection with renewing or rearranging such or any other indebtedness incurred for the benefit of the Partnership deemed necessary by the General Partner; and normal closing costs reasonably incurred in the event of the lease, sale or other disposition of the Partnership Property.

## **ARTICLE X** **TRANSFERS OF PARTNERSHIP INTERESTS**

**10.1 Generally.** Except as set forth herein, no Limited Partner may transfer all or any portion of such Partner's interest in the Partnership, without the prior consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner. Each Limited Partner agrees with the Partnership and all of the other Partners that such Limited Partner will not make or permit a disposition of all or any portion of its Partnership Interest in violation of the provisions of this Article X.

**10.2 Permitted Transfers of Limited Partnership Interests.** Notwithstanding any provisions in this Agreement, a Limited Partner may Transfer all or any part of the interest of such Limited Partner in the Partnership to: (a) the trustee of a trust created for the benefit of such Limited Partner or such Limited Partner's spouse, children or grandchildren; (b) any Wholly Owned Affiliate of such Limited Partner; (c) the guardian or legal representative of a Limited Partner as to whose estate a guardian or legal representative is appointed and to the executor or administrator of the estate of a deceased Limited Partner; (d) to any existing Limited Partner; (e) to any Person the Limited Partner wishes to transfer their interest, providing that such transfer is made within ninety (90) days of the limited partner acquiring the limited partnership interest to be transferred; or (f) to any other Person approved by all of the Partners (any such Transfer described above is referred to in this Agreement as a "Permitted Transfer"). A Permitted Transfer may be transferred for any amount of consideration that may be negotiated between the respective parties. To be a Permitted Transfer, in addition to meeting the other requirements in this Section, the Transfer must be in writing, the terms of which are not in contravention of any of the provisions of the Agreement, and the Transfer must be received by the General Partner and recorded on the books of the Partnership. Until the effective date of a Permitted Transfer, both the Partnership and the Partners shall be entitled to treat the assignor of the transferred interest as the absolute owner thereof in all respects. Upon the Transfer to a trust described in 10.2 (a) above, legal title shall rest in such trust, but such interest shall be subject to the same events and circumstances as if the transferring Limited Partner continued to own such interest, and said transferring Limited Partner shall continue to exercise all rights and

be liable for all duties imposed by this Agreement. If a transfer is made pursuant to Section 10.2 (e) or (f) and the Limited Partner making such transfer will be receiving consideration in return for making such transfer, then prior to approving such transfer, the Partnership shall have the option for thirty (30) days to acquire such interest upon the same price and terms as the Person to whom such interest is being transferred. Any Assignee of a Limited Partner under the terms of this Section shall be entitled to receive the share of the Partnership Profits, Losses and distributions to which the Limited Partner from or under whom such interest was acquired would have been entitled; however, any such Assignee shall not automatically become a substituted Limited Partner unless the conditions of Section 8.1 are satisfied.

**10.3 Additional Restrictions on Transfers.** Notwithstanding Section 10.2, no disposition by a Partner, whether voluntary or involuntary, shall be effective unless (a) the General Partner shall have received a favorable opinion of the Partnership's legal counsel, or of legal counsel acceptable to the General Partner (which opinion shall be rendered at the expense of the transferor), to the effect that such disposition will not (1) violate the Securities Act or the registration requirements of any applicable state securities laws; (2) cause the Partnership or the General Partner to be subjected to any additional regulatory requirement; (3) cause the Partnership to be deemed terminated pursuant to Section 708 of the Code; (4) violate the laws of any state or the rules or regulations of any government agency applicable to such disposition; or (5) result in the Partnership being treated as an association taxable as a corporation for federal income tax purposes.

**10.4 Transfers of General Partnership Interests.** Except as otherwise provided in this Agreement, additional General Partners shall not be admitted to the Partnership without the consent of all the Partners. Notwithstanding the foregoing, each General Partner may Transfer all but not less than all of its General Partner interest in the Partnership at any time to (a) any Person who is such General Partner's Wholly Owned Affiliate, or (b) to any Person who is approved by all of the Partners. A transferee of a General Partner's interest hereunder shall be admitted as a General Partner with respect to such General Partner's interest if, and only if, all of the other Partners consent to such admission. In the event that the transferee of a General Partner's interest is admitted hereunder, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without winding up. A transferee who acquires a General Partner's interest hereunder by means of a Transfer that is permitted under this section, but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or otherwise to be treated as a General Partner.

**10.5 Prohibited Transfers.** Any purported Transfer by any Partner of an interest in the Partnership that is not a Permitted Transfer or a transfer permitted under Section 10.4 of this Agreement shall be null and void and of no effect whatever; provided that if the Partnership is required to recognize a Transfer that is not permitted (or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not permitted), the interest transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Partnership) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such interests may have to the Partnership. In the case of a Transfer or attempted Transfer of an interest that is not a Permitted Transfer or a transfer permitted under Section 10.4 of this Agreement, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and

lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

**10.6 Acquisition of an Interest Conveyed to Another Without Authority.** If any Person acquires a Partnership Interest, or becomes an Assignee, as the result of an order of a court which the Partnership is required by law to recognize, if a Partner's interest in the Partnership is subjected to a lawful "charging order", or if a Partner makes an unauthorized Transfer of an interest in the Partnership, the Partnership will have the unilateral option to acquire the interest of the Assignee, or any fraction or part thereof, upon the following terms and conditions:

(a) The Partnership will have the option to acquire the interest by giving written notice to the Assignee of its intent to purchase within ninety (90) days from the date it is finally determined that the Partnership is required to recognize the Transfer. If the Partnership fails to exercise its option within such 90-day period, the remaining Partners shall have the option to acquire pro rata shares of such interest by giving written notice to the Assignee of their intent to purchase within ninety (90) days following the expiration of the expired 90-day option period held by the Partnership.

(b) The valuation date for the determination of the purchase price of the interest will be the first day of the month following the month in which the notice is delivered.

(c) Unless the Partnership and the Assignee agree otherwise, the purchase price for the interest, or any fraction to be acquired by the Partnership, shall be fifty percent (50%) of its fair market value as determined by a written valuation report prepared by a Person qualified to perform business valuations of partnerships and ownership interests in partnerships describing the value of the ownership interest in the Partnership. Such written valuation report shall take into account all appropriate discounts which are applicable to such interest. Payment for the cost of such valuation report shall be made by such Assignee. Closing of the sale will occur at the principal office of the Partnership at 10:00 a.m. on the first Tuesday of the month following the month in which the Appraisal is rendered. The purchase price paid by the Partnership shall be reduced by any costs or fees incurred by the Partnership in acquiring the interest of such Assignee.

(d) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in fifteen equal annual installments (or for a period of time equal to the remaining term of the Partnership if such period is less than fifteen years) with interest at the Default Rate of Interest. The first installment of principal, with interest, will be due and payable on the first day of the calendar year following closing, and subsequent annual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership will have the right to prepay all or any part of the purchase money obligation at any time without penalty.

(e) Neither the Assignee of an unauthorized Transfer nor the Partner causing the unauthorized Transfer shall have the right to vote on Partnership matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is closed.

**10.7 Survival of Liabilities.** It is expressly understood and agreed that no Transfer of a Partnership Interest, even if it subsequently results in the substitution of the Assignee as a Limited Partner herein, shall release the transferor or assignor from those liabilities as to the Partnership which survive such Transfer as a matter of law.

**10.8 Partnership Interest Pledge or Encumbrance.** No Partner may grant a security interest or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Partner's distributions without the consent of all the Partners. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent.

**10.9 Nonrecognition of an Unauthorized Transfer.** The Partnership will not be required to recognize the interest of any transferee who has obtained a purported transferred interest as the result of a Transfer that is not authorized by this Agreement and the Transfer shall be null and void for all purposes. If there is doubt as to ownership of an interest in the Partnership or who is entitled to distributions or liquidating proceeds or other property, the General Partner may accumulate such property until the issue is resolved to the satisfaction of the General Partner.

## **ARTICLE XI** **WINDING UP AND TERMINATION OF THE PARTNERSHIP**

**11.1 Winding Up and Termination of the Partnership.** The Partnership shall be immediately wound up upon the occurrence of any of the following (a "Liquidating Event"):

(a) The expiration of the term set forth in Section 1.5;

(b) The withdrawal or removal of a General Partner, the assignment by a General Partner of its entire interest in the Partnership, or any other event that causes a General Partner to cease to be a general partner under the TBOC, provided that any such event shall not constitute a Liquidating Event if the Partnership is continued pursuant to this Article.

(c) The express written agreement executed by all of the Partners; or

(d) Within a reasonable period of time, as determined by the General Partner, after the sale, condemnation, foreclosure or other similar disposition of all of the Partnership Property or upon the happening of any other event which makes it unlawful, impossible, or impractical to carry on the business of the Partnership.

**11.2 Withdrawals; Reconstitution.** Winding up may occur pursuant to Section 11.1(b) of this Agreement, but if there is a remaining General Partner or if the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such event), agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more General Partners, the Partnership will be reconstituted and continued. A General Partner may have the power but not the right to withdraw at any time from the Partnership and cease to be a General Partner under the provisions of Section 153.155(b) of the TBOC by giving written notice to the other Partners. Any General Partner who withdraws or ceases to be a General Partner pursuant to Section

153.155(a) of the TBOC, before the expiration of the stated term of this Partnership violates this Agreement, and the Partnership may recover damages from the withdrawing General Partner, including the reasonable cost of obtaining replacement of the services the withdrawn Partner was obligated to perform, for breach of the Agreement. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, effect that recovery by offsetting those damages against the amount otherwise distributable to the withdrawing General Partner, reducing the Limited Partner's interest into which the withdrawing General Partner's interest may be converted under Section 153.158(a)(1) of the TBOC. Subject to the liability created under Section 153.155(b) of the TBOC, a General Partner who ceases to be a General Partner under Section 153.155(a) of the TBOC shall, at the option of the remaining General Partners or, if there are no remaining General Partners, at the option of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners in a vote that excludes any Limited Partner interest held by the withdrawing General Partner, convert the interest in that General Partner's capital account, including such General Partner's share of Profits, Losses and distributions, to that of a Limited Partner; or pay to the withdrawn General Partner in cash or other Partnership property of equivalent value, or secure by bond approved by a court of competent jurisdiction, the fair market value of such General Partner's interest in the Partnership, less the damages caused by such General Partner's breach of this Agreement.

**11.3 Final Accounting.** Upon winding up of the Partnership, an accounting shall be made of the accounts of the Partnership, the account of each Partner thereof, and of the Partnership's assets, liabilities and operations, from the date of the last previous accounting to the date of such winding up.

**11.4 Liquidation and Priorities on Distribution.** If the Partnership is terminated under Section 11.1, then in such event the Managing Partner shall act as the Liquidating Trustee and shall liquidate the Partnership as herein provided.

(a) If there is no Managing Partner or if the Managing Partner declines or ceases to serve as Liquidating Trustee, the Liquidating Trustee shall be elected by agreement of those Partners whose percentage interests aggregate 80% percent of the ownership interests of the Partners. The General Partner shall execute such documents that are reasonably required to enable the Partner(s) to perform and function as Liquidating Trustee.

(b) The Liquidating Trustee shall proceed to liquidate the assets of the Partnership and the proceeds of such liquidation shall be applied to the Partners in the amount equal to the credit balances in their capital accounts so that the capital account of each Partner shall be brought to zero. For the purpose of determining distributions and liquidation, an Adjusted Capital Account Deficit will be considered to be a loan from the Partnership to a Partner. Said loan will be paid in cash within thirty (30) days after written demand therefor has been made by any of the other Partners. The balance, if any, will be paid to the Partners (both General and Limited), in an amount equal to each Partner's percentage interest in the Partnership, as determined immediately prior to the distribution of the credit balances of the Partner's capital accounts. Any property which is distributed in kind in liquidation shall be treated as if such property had been sold for its fair market value, the gain or losses from such property had been distributed to the Partners in accordance with the provisions herein, and the cash proceeds from the sale of such property had been distributed.

(c) After the foregoing distributions, this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder.

(d) If a disposition of the Partnership Property has been made on terms that produce a note or contract receivable to the Partnership, the dollar value attributable to each interest in such note or contract receivable distributed pursuant to this Section shall be, as to any distributee thereof, such distributee's pro rata portion of the face amount thereof, and the Liquidating Trustee shall be obliged to make a liquidating distribution in a fashion such that the Partners each are distributed a rateable share of cash items and a rateable share of receivables according to their respective total rights to liquidating distributions.

(e) Notwithstanding anything to the contrary set forth hereinabove, if, after the payment of current Partnership liabilities and obligations to the extent of the funds and/or properties available for that purpose, either any portion of a Partnership borrowing remains unpaid or the Liquidating Trustee determines that additional funds will be required to meet Partnership costs and expenses thereto incurred or for which the Partnership may become responsible, then the Liquidating Trustee shall be obligated to retain such required amounts, if available (or as when they become available), before any Partnership cash or property is distributed to any Partner.

**11.6 Powers and Duties of Liquidating Trustee.** Notwithstanding anything to the contrary contained in this Agreement, the Liquidating Trustee shall be entitled to exercise such of the powers and authorities granted to the General Partner under Article VII hereof as are necessary and appropriate for the winding up and termination of the Partnership, and also shall be subject to the duties and obligations imposed upon the General Partner under Article VII.

**11.7 Indemnification of the Liquidating Trustee.** The Liquidating Trustee shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the Liquidating Trustee taking any action authorized under, or within the scope of, this Article; provided, however, that the Liquidating Trustee shall be entitled to no indemnification hereunder where the claim at issue arose out of:

(a) A matter entirely unrelated to the Liquidating Trustee's acting under the provisions of this Article;

(b) The proven gross negligence, willful misconduct, fraud or bad faith of the Liquidating Trustee; or

(c) The proven breach of the Liquidating Trustee of its obligations under this Article.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the Liquidating Trustee shall be entitled, at law or in equity.

**ARTICLE XII**  
**MISCELLANEOUS**

**12.1 Notices.** Any notices required hereunder shall be sent to the Partners (i) by electronic transmission, including e-mail, (ii) by personal service, or (iii) by certified or registered mail, return receipt requested at the address set forth for such parties, respectively, on Exhibit "A" of this Agreement. By giving to each General Partner written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. No transferee of any interest of any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer.

**12.2 Additional Instruments.** Each Partner hereby agrees to execute all such agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions contained herein.

**12.3 Applicable to Successors.** This Agreement and each provision herein shall be binding upon and applicable to, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, devisees, successors, assigns and legal representatives, except as otherwise expressly provided herein.

**12.4 Waiver.** No consent or waiver, express or implied, by any parties hereto of the breach or default by any other party or parties hereto in the performance by any such party or parties of its or their obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach of default in the performance of such other or others of the same or any other obligations of such other or others hereunder. Failure on the part of any party hereto to complain of any act of any of the other parties or to declare any of the other parties hereto in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**12.5 Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**12.6 Amendment.** This Agreement may be amended or modified at any time only if all Partners agree to such amendment or modification in writing.

**12.7 Waiver of Rights to Partition.** Inasmuch as all real and personal property owned by the Partnership is owned by the Partnership as an entity, and no party hereto, individually, has any ownership in such property, none of the parties hereto shall have any right to partition any of the Partnership Property, and all parties hereto hereby irrevocably waive any and all rights that any party hereto might have to maintain any action for partition of any of the Partnership Property with respect to their undivided interest, if any, therein, either as a partition in kind or a partition by sale.

**12.8 Meetings of the Partners.** Meetings of the Partners may be called by the General Partner and shall be called upon the written request of 51% of the then outstanding ownership interests of the Limited Partners. Notice of any such meeting shall be given to all Partners not less than seven (7) business days nor more than thirty (30) business days prior to

the date of such meeting and shall state the nature of any business to be transacted thereof. Partners may vote in person or by proxy at such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of Partners. Except as otherwise expressly provided in this Agreement, the vote of a majority in interest (at least 51% of the then outstanding ownership interest) of the Partners shall control. For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Limited Partners requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) business days nor less than ten (10) business days before any such meeting. Each Limited Partner may authorize any Person or Persons to act for it by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or its attorney-in-fact. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable by the Limited Partner executing it. Each meeting of the Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deem appropriate.

**12.9 Action Without Meeting.** Any action required or permitted to be taken at a meeting of the Partners (including meeting of the General Partners) may be taken without a meeting if written consent setting forth the action to be taken is signed by all Partners (or General Partners, if applicable) entitled to vote. This consent will have the same force as a unanimous vote of the Partners (or General Partners, if applicable). The original signed consents shall be kept with the Partnership records.

**12.10 Counterparts.** This Agreement may be signed in a number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for the other counterparts hereof.

**12.11 Gender.** Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

**12.12 Attorney Fees.** In the event a dispute arises between any Partner(s) and the Partnership or between the Partners, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred.

**12.13 Tax Audit.** In the event the Partnership is audited by the Service, the costs and expenses incurred to defend and comply with the audit shall be an expense of the Partnership. Any audit of any individual Partner shall not be deemed to be an audit of this Partnership.

**12.14 Foreign Qualification.** Prior to the qualification of the Partnership to conduct business in any jurisdiction other than Texas, the General Partner shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the General Partner, with all requirements necessary to qualify the Partnership as a foreign limited partnership in that jurisdiction. At the request of the General Partner, each

Partner shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with the terms of this Agreement that are necessary or appropriate to qualify, continue and terminate the Partnership as a foreign limited partnership in all jurisdictions in which the Partnership may conduct business.

**12.15 Governing Law.** This Agreement shall be subject to, and governed by, the laws of the State of Texas.

**12.16 Reliance by Third Parties.** Notwithstanding any other provision of this Agreement, any action taken by the General Partner on behalf of the Partnership shall be binding as to any Person who acts in reliance on the authority of the General Partner taking such action, and such Person shall have no duty to ascertain whether such General Partner has such authority even if such action appears to be prohibited by this Agreement. Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to: (a) the identity of the Partners; (b) any conditions precedent to acts by the Partnership; (c) the Persons who are authorized to execute any documents and bind the Partnership; and (d) any other matter involving the Partnership or any Partner.

**12.17 Entire Agreement.** The Agreements and representations in this Partnership Agreement contain all of the Agreements and representations of the parties hereto, and it is expressly provided that the General Partner shall not be liable for any claim that may hereafter be made alleging any verbal agreement by and between the Parties hereto and the General Partner, or any General Partner's agents, employees or associates.

**12.18 Headings.** The heading of each of the articles and sections of this Agreement are inserted for convenience only and shall not be considered in construing the terms of this Agreement.

**EXECUTED** in multiple counterparts, by the General Partner and by the Limited Partner on the date indicated opposite their respective signatures below, all effective on the date aforementioned.

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of NATURAL DAIRY GROWER LAND, LP.

**GENERAL PARTNER:**

NATURAL DAIRY GROWER MANAGEMENT (GP), LLC,  
General Partner

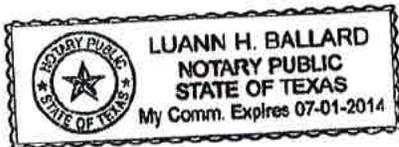
By:   
FRANK VOLLEMAN, Member

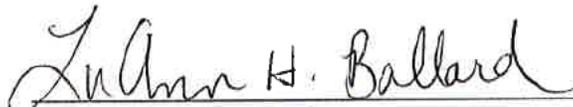
THE STATE OF TEXAS §

COUNTY OF ERATH §

BEFORE ME, the undersigned authority, on this <sup>9<sup>th</sup></sup> day personally appeared FRANK VOLLEMAN, known to me to be the person whose name is subscribed to the foregoing instrument as Member of the General Partner and acknowledged to me that such she executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on December 9<sup>th</sup>, 2011.



  
Notary Public, State of Texas

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of NATURAL DAIRY GROWER LAND, LP, including the terms and conditions of the Subscription Agreement attached as Exhibit "B" to this Agreement.

**LIMITED PARTNERS:**



FRANK VOLLEMAN



ANNETTE VOLLEMAN

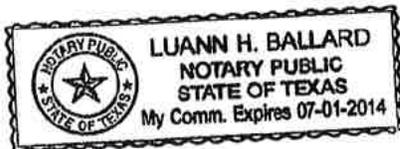
THE STATE OF TEXAS §

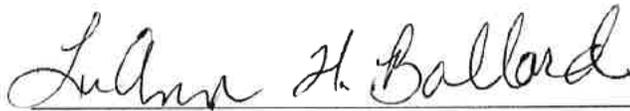
COUNTY OF ERATH §

BEFORE ME, the undersigned authority, on this day personally appeared FRANK VOLLEMAN and ANNETTE VOLLEMAN, known to me to be the persons whose names are subscribed to the foregoing instrument as Limited Partner and acknowledged to me that such Limited Partners executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on

December 9, 2011





Notary Public, State of Texas

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

**EXHIBIT "A"**

<b><u>Name and Address</u></b>	<b><u>Percentage Partnership Interest</u></b>	<b><u>Initial Capital Contribution</u></b>
<b><u>General Partner:</u></b>		
NATURAL DAIRY GROWER MANAGEMENT (GP), LLC 600 CR 252, Gustine, Texas, 76455	1%	Cash
<b><u>Limited Partner:</u></b>		
FRANK VOLLEMAN 600 CR 252, Gustine, Texas, 76455	49.5%	Real Property
ANNETTE VOLLEMAN 600 CR 252, Gustine, Texas, 76455	49.5%	Real Property

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

**EXHIBIT "B"  
SUBSCRIPTION AGREEMENT**

We, as authorized representatives of a Limited Partner, have subscribed to an interest in NATURAL DAIRY GROWER LAND, LP (the "Partnership") formed by written contract to which this acceptance is appended, and:

(1) Acknowledge that we have received and reviewed the Agreement of Limited Partnership (the "Agreement") of the Partnership with the opportunity and encouragement to seek the advice and consultation of independent legal and tax counsel;

(2) Acknowledge and confirm my subscription to a Limited Partnership Interest in the Partnership equal to the value of the Limited Partnership Interest given to us;

(3) Acknowledge that this subscription agreement and my ownership interest in the Partnership will be subject to the restrictions against transfer stated in the Agreement and the following restriction:

**THE PARTNERSHIP INTERESTS HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE PARTNERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION OF COUNSEL FOR THE OWNER, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO THE PARTNERSHIP.**

(4) Agree to be bound by the terms and conditions of the Agreement and Certificate of Formation of Limited Partnership.

(5) Acknowledge that the following disclosures have been made prior to my execution of this subscription agreement:

**THE PERCENTAGES OF OWNERSHIP OF THE PARTNERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE PERCENTAGES OF OWNERSHIP ARE OFFERED AND SOLD IN RELIANCE ON EXCEPTIONS FROM THE REGISTRATION REQUIREMENT OF THE SECURITIES ACT AND SUCH LAWS, AND PARTICULARLY REGULATION D. THE PARTNERSHIP WILL NOT BE SUBJECT TO THE REPORTING REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND WILL NOT FILE REPORTS, PROXY STATEMENTS AND OTHER INFORMATION WITH THE SECURITIES AND EXCHANGE COMMISSION.**

Dated effective: January 1, 2012

  
\_\_\_\_\_  
FRANK VOLLEMAN

Annette Volleman  
ANNETTE VOLLEMAN

The undersigned consents to the subscription and acceptance of the Limited Partnership interest by the Limited Partner named above.

F. Volleman  
FRANK VOLLEMAN

Annette Volleman  
ANNETTE VOLLEMAN

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

**Exhibit "C"  
CONTRIBUTION AGREEMENT**

This Contribution Agreement is made effective as of January 1, 2012, by NATURAL DAIRY GROWER MANAGEMENT (GP), LLC, A Texas Limited Liability Company ("General Partner") and Frank Volleman and Annette Volleman ("Limited Partners"), and NATURAL DAIRY GROWER LAND, LP (the "Partnership").

The General Partner and the Limited Partner have contributed or agreed to contribute to the Partnership, effective as of the first date above written, in consideration for general and limited partnership interests in the Partnership aggregating 100% of the total partnership interests of the Partnership, the properties listed and described on the schedule attached hereto. The respective partnership interests of the General Partner and the Limited Partner shall be in the ratio of the present fair market values of their contributed properties, with the interests of each Partner as reflected on the attached schedule to this Contribution Agreement, but the General Partner's interest shall be no less than one percent, unless expressly agreed otherwise by the partners.

**ASSIGNORS:**

**General Partner**

NATURAL DAIRY GROWER MANAGEMENT  
(GP), LLC, General Partner

By:   
FRANK VOLLEMAN, Member

**Limited Partner:**

  
FRANK VOLLEMAN

  
ANNETTE VOLLEMAN

**ASSIGNEE:**

NATURAL DAIRY GROWER LAND, LP,

By: NATURAL DAIRY GROWER MANAGEMENT  
(GP), LLC, General Partner

By:   
FRANK VOLLEMAN, Member

**AGREEMENT OF LIMITED PARTNERSHIP OF  
NATURAL DAIRY GROWER LAND, LP**

**SCHEDULE TO CONTRIBUTION AGREEMENT**

**Assignor**

**Contributed Property**

NATURAL DAIRY GROWER MANAGEMENT  
(GP), LLC

Cash

FRANK VOLLEMAN

Real Property, Mineral Interests

ANNETTE VOLLEMAN

Real Property, Mineral Interests

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



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

October 16, 2020

Mr. Richard George, Environmental Consultant  
Enviro-Ag Engineering, Inc.  
9855 FM 847  
Dublin, Texas 76446

VIA E-MAIL

RE: Natural Dairy Growers Land, LP  
ADJ 3642  
CN604321364, RN107860140  
Application No. 12-3642A to Amend Certificate of Adjudication No. 12-3642  
Texas Water Code § 11.122, Limited Mailed Notice Required  
Leon River, Brazos River Basin  
Comanche County

Dear Mr. George:

This acknowledges receipt, on June 15, 2020, of the referenced application and fees in the amount of \$112.50(Receipt No. M020667 attached).

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

1. Provide information regarding how the application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan (Section 4. A. of the *Technical Information Report*). Refer to the second example on page 15 from the *Instructions for Completing the Water Right Permitting Application* (Form TCEQ-10214A-inst) for assistance.
2. Provide the location and capacity of the proposed off-channel reservoir described in the application summary including the latitude and longitude in decimal degrees, to at least six decimal places.
3. Provide written evidence that Mr. Frank Volleman has the authority to sign the application for Natural Dairy Growers Land, LP pursuant to 30 TAC § 295.14(5), which states:

If the applicant is a corporation, public district, county, municipality or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of by-laws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

4. Remit fees in the amount of \$ 573.30 as described below. Please make checks payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee (\$100.00 x 1 amendments)      \$    100.00

P.O. Box 13087 · Austin, Texas 78711-3087 · 512-239-1000 · [tceq.texas.gov](http://tceq.texas.gov)

How is our customer service? [tceq.texas.gov/customersurvey](http://tceq.texas.gov/customersurvey)

printed on recycled paper

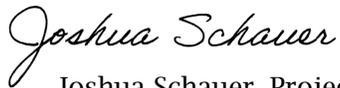
Natural Dairy Growers Land, LP  
Application No. 12-3642A  
October 16, 2020  
Page 2 of 2

Recording Fee	\$	12.50
Notice Fee (\$2.94 X 195 WR Holders)	\$	573.30
<hr/>		
TOTAL FEES	\$	685.80
FEES RECEIVED	\$	112.50
<b>BALANCE DUE</b>	<b>\$</b>	<b>573.30</b>

Please submit the requested information by November 16, 2020 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 email at [Joshua.Schauer@tceq.texas.gov](mailto:Joshua.Schauer@tceq.texas.gov) or by telephone at (512) 239-1371.

Sincerely,



Joshua Schauer, Project Manager  
Water Rights Permitting Team  
Water Permitting and Availability Section

Attachment



Corporate Office:  
3404 Airway Blvd.  
Amarillo TX 79118

Central Texas:  
9855 FM 847  
Dublin TX 76446

New Mexico:  
203 East Main Street  
Artesia NM 88210

6/5/2020

Box 4 of 4

TCEQ  
Water Availability Division (MC-160)  
P.O. Box 13087  
Austin, TX 78711-3087

Re: Natural Dairy Grower Land, LP (CN 604321364)  
App. to Amend COA 12-3636B  
App. to Amend COA 12-3642  
App. to Amend COA 12-2814  
App. to Amend COA 12-3653A

To Whom It May Concern,

Enclosed please find the Amendment Applications for the above referenced permits. A check for \$450.00 is enclosed in box 1 of 4 for the required filing & recording fees (112.50 for each application). Please call me if you have any questions 254-233-9948. Please submit all correspondence regarding this application to me at the Central Texas Office addressed at the top of the page.

Sincerely,

Richard George  
Environmental Consultant  
Enviro-Ag. Engineering, Inc.

**RECEIVED**  
JUN 15 2020

Water Availability Division

# 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): Natural Dairy Grower Land, LP

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

Y/N		Y/N	
<u>Y</u>	<b>Administrative Information Report</b>	<u>Y</u>	<b>Worksheet 3.0</b>
<u>N</u>	Additional Co-Applicant Information	<u>Y</u>	Additional W.S 3.0 for each Point
<u>N</u>	Additional Co-Applicant Signature Pages	<u>Y</u>	Recorded Deeds for Diversion Points
<u>Y</u>	Written Evidence of Signature Authority	<u>Y</u>	Consent For Diversion Access
<u>Y</u>	<b>Technical Information Report</b>	<u>N</u>	<b>Worksheet 4.0</b>
<u>Y</u>	USGS Map (or equivalent)	<u>N</u>	TPDES Permit(s)
<u>Y</u>	Map Showing Project Details	<u>N</u>	WWTP Discharge Data
<u>Y</u>	Original Photographs	<u>N</u>	24-hour Pump Test
<u>N</u>	Water Availability Analysis	<u>N</u>	Groundwater Well Permit
<u>Y</u>	<b>Worksheet 1.0</b>	<u>N</u>	Signed Water Supply Contract
<u>Y</u>	Recorded Deeds for Irrigated Land	<u>N</u>	<b>Worksheet 4.1</b>
<u>Y</u>	Consent For Irrigation Land	<u>Y</u>	<b>Worksheet 5.0</b>
<u>N</u>	<b>Worksheet 1.1</b>	<u>Y</u>	Addendum to Worksheet 5.0
<u>N</u>	Addendum to Worksheet 1.1	<u>Y</u>	<b>Worksheet 6.0</b>
<u>Y</u>	<b>Worksheet 1.2</b>	<u>Y</u>	Water Conservation Plan(s)
<u>Y</u>	Addendum to Worksheet 1.2	<u>N</u>	Drought Contingency Plan(s)
<u>N</u>	<b>Worksheet 2.0</b>	<u>N</u>	Documentation of Adoption
<u>N</u>	Additional W.S 2.0 for Each Reservoir	<u>N</u>	<b>Worksheet 7.0</b>
<u>N</u>	Dam Safety Documents	<u>N</u>	Accounting Plan
<u>N</u>	Notice(s) to Governing Bodies	<u>Y</u>	<b>Worksheet 8.0</b>
<u>N</u>	Recorded Deeds for Inundated Land	<u>Y</u>	Fees
<u>N</u>	Consent For Inundation Land		

**For Commission Use Only:**

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

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

**RECEIVED**

JUN 15 2020

Water Availability Division

# ADMINISTRATIVE INFORMATION REPORT

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

**\*\*\*Applicants are strongly encouraged to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4691.**

## 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."

Natural Dairy Grower Land, LP is proposing to amend COA 12-3642 to change the place of use

to 2,859.958 irrigable acres, change the diversion to 7 new diversion segments, and add off-

channel storage as an additional use of authorized water. The proposed off-channel storage

reservoir location and size is tbd. The water authorized in COA 12-3642 shall only be

appurtenant to the land owned by Natural Dairy Grower Land, LP.

**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?

Natural Dairy Grower Land, LP

*(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 : 604321364 ( 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: Frank Volleman

Title: Registered Agent

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

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: Natural Dairy Grower Land, LP

Mailing Address: 600 CR 252

City: Gustine

State: Texas

ZIP Code: 76455-5704

Indicate an X next to the type of Applicant:

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

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 32045916148 SOS Charter (filing) Number: 0801516789

### 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: Richard George

Title: Environmental Consultant

Organization Name: Enviro-Ag. Engineering, Inc.

Mailing Address: 9855 FM 847

City: Dublin

State: TX

ZIP Code: 76446

Phone No.: 254-233-9948

Extension:

Fax No.:

E-mail Address: [REDACTED]

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

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

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

First and Last Name:

Title:

Organization Name:

Mailing Address:

City:

State:

ZIP Code:

Phone No.:

Extension:

Fax No.:

E-mail Address:

**5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)**

a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4691, prior to submitting your application.

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

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

Account number:

Amount past due:

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

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

Enforcement order number:

Amount past due:

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

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

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

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

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

Applicant:

I, Frank Volleman for Natural Dairy Grower Land, LP Registered Agent  
(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.

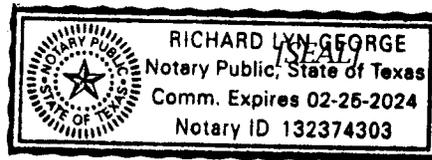
Signature: F. Volleman for Natural Dairy Grower Land, LP Date: 5-14-20  
(Use blue ink)

Subscribed and Sworn to before me by the said

on this 14<sup>th</sup> day of May, 2020.

My commission expires on the 25<sup>th</sup> day of February, 2021.

Notary Public [Signature]



County, Texas Comanche

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



## Franchise Tax Account Status

As of : 12/05/2019 10:15:32

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

### NATURAL DAIRY GROWER LAND, LP

**Texas Taxpayer Number** 32045916148

**Mailing Address** 600 COUNTY ROAD 252 GUSTINE, TX 76455-5704

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 01/01/2012

**Texas SOS File Number** 0801516789

**Registered Agent Name** FRANK VOLLEMAN

**Registered Office Street Address** 600 CR 252 GUSTINE, TX 76455

# Public Information Report

**Public Information Report**  
**NATURAL DAIRY GROWER LAND, LP**  
Report Year :2019

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov) or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

<b>Title</b>	<b>Name and Address</b>
GENERAL PA	<b>VOLLEMAN MANAGEMENT (GP), LLC, A TEXAS LIMITED LIA</b> 600 CR 252 GUSTINE, TX 76455



## Franchise Tax Account Status

As of : 12/05/2019 10:46:16

**This page is valid for most business transactions but is not sufficient for filings with the Secretary of State**

### **VOLLEMAN MANAGEMENT (GP), LLC**

**Texas Taxpayer Number** 32045916320

**Mailing Address** 600 COUNTY ROAD 252 GUSTINE, TX 76455-5704

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 01/01/2012

**Texas SOS File Number** 0801516762

**Registered Agent Name** FRANK VOLLEMAN

**Registered Office Street Address** 600 CR 252 GUSTINE, TX 76455

# Public Information Report

**Public Information Report**  
**VOLLEMAN MANAGEMENT (GP), LLC**  
Report Year :2018

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov) or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

<b>Title</b>	<b>Name and Address</b>
MEMBER	<b>ANNETTE VOLLEMAN</b> 600 CR 252 GUSTINE, TX 76455
MEMBER	<b>FRANK VOLLEMAN</b> 600 CR 252 GUSTINE, TX 76455

# TECHNICAL INFORMATION REPORT

## WATER RIGHTS PERMITTING

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

**Applicants are strongly encouraged to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please call Water Availability Division at (512) 239-4691 to schedule a meeting.** Applicant attended a pre-application meeting with TCEQ Staff for this Application? Y / N N (If yes, date : N/A ).

### 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: N/A )

*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? N/A 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: N/A )

*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. See instructions page. 6.***

Water Right (Certificate or Permit) number you are requesting to amend: 12-3642

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
N/A	N/A

- 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"** [Attachment A](#)

- 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)*

- 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) 239-4691 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

*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

*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

*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

*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

*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":

Conservation practices are implemented on-site which are consistent with the

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Brazos (Region G) Water Planning Group for irrigation. These include irrigation timing

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brush/weed control practices and land leveling to utilize water usage and prevent

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waste/runoff. \*Conservation/management strategies (BMPs) can be located in the

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2016 Brazos G Regional Water Plan Volume II-Water Conservation Section--pg. 2-29.

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- 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

Attachment B

# 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:

1. 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**
9	Agricultural Irrigation	Agricultural Irrigation, Livestock & Off-Channel Storage	14 acres in Comanche County	2,859.958 acres in Comanche County as outlined in the attached Deeds/Maps.

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

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

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

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- i) Applicant proposes to irrigate a total of 2,859.958 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 2,859.958 acres in Comanche County, TX.
  - ii) Location of land to be irrigated: In the Attachment C Original Survey No. \_\_\_\_\_, Abstract No. \_\_\_\_\_.  
***A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.***  
Natural Dairy Grower Land, LP Deeds - Attachment D;  
Lease/Letters of Consent/Non Natural Dairy Grower Land, LP Deeds - Attachment E.  
***Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.***
- c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- d. See Worksheet 1.2, Marshall Criteria, and submit if required. Attachment A
- e. See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WCP - Attachment F

## WORKSHEET 1.2 NOTICE. “THE MARSHALL CRITERIA”

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

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

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

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

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

Attachment A

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

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

## WORKSHEET 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. A \_\_\_\_\_ Upstream Limit of Diversion Reach No. A-A' North
3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ 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* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. **Y / N N**

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the Alexander Hodge 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 31.901931 °N, Longitude -98.427146 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 2
- 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. A' \_\_\_\_\_ Downstream Limit of Diversion Reach No. A-A' North
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ 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* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the William M. Vance Original Survey No. \_\_\_\_\_, Abstract No. 980, 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 31.879919 °N, Longitude -98.414662 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 2
- 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. A \_\_\_\_\_ Upstream Limit of Diversion Reach No. A-A' South
3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ 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* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): South Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the J. Browne Original Survey No. \_\_\_\_\_, Abstract No. 59, 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 31.782110 °N, Longitude -98.450480 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. A' \_\_\_\_\_ Downstream Limit of Diversion Reach No. A-A' South
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? **Y / NY**  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. **Y / N N**

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): South Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the William H. Murray Original Survey No. \_\_\_\_\_, Abstract No. 641, 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 31.790818 °N, Longitude -98.437541 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. B \_\_\_\_\_ Upstream Limit of Diversion Reach No. B-B'
  3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ 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* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary, South Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the A. Davis Original Survey No. \_\_\_\_\_, Abstract No. 243, 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 31.768137 °N, Longitude -98.447875 °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): Texas TOPOI Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. B' \_\_\_\_\_ Downstream Limit of Diversion Reach No. B-B'
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? Y / NY  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of South Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the J. Browne Original Survey No. \_\_\_\_\_, Abstract No. 59, 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 31.787533 °N, Longitude -98.444225 °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): Texas TOPOI Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. c \_\_\_\_\_ Upstream Limit of Diversion Reach No. C-C'
  3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? **Y / NY**  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. **Y / N N**

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of Walnut Creek, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the T. Gilbert Original Survey No. \_\_\_\_\_, Abstract No. 383, 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 31.773764 °N, Longitude -98.437648 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. <sup>C'</sup> \_\_\_\_\_ Downstream Limit of Diversion Reach No. <sup>C-C'</sup>
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? Y / NY  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ gpm
- d. For amendments, is Applicant seeking to increase combined diversion rate? Y / NN

*\*\* 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / NN

If yes, the drainage area is \_\_\_\_\_ sq. miles.  
*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of Walnut Creek, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the T. Gilbert Original Survey No. \_\_\_\_\_, Abstract No. 383, 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 31.785178 °N, Longitude -98.436032 °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): Texas TOPOI Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. D \_\_\_\_\_ Upstream Limit of Diversion Reach No. D-D'
  3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ 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* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Contiguous Reach on South Leon River & Leon River (Brazos River Basin)
- b. Zip Code: 76455
- c. Location of point: In the M. Mahoney Original Survey No. \_\_\_\_\_, Abstract No. 652, 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 31.847988 °N, Longitude -98.370722 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 3
- 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. D' \_\_\_\_\_ Downstream Limit of Diversion Reach No. D-D'
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? Y / NY  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Contiguous Reach on South Leon River & ending on Leon River (Brazos River Basin)
- b. Zip Code: 76455
- c. Location of point: In the H. McCaleb Original Survey No. \_\_\_\_\_, Abstract No. 666, 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 31.855678°N, Longitude -98.318098°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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 3
- 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. E \_\_\_\_\_ Upstream Limit of Diversion Reach No. E-E'
3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point**<sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)

c. Does this point share a diversion rate with other points? **Y / NY**  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches*<sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ gpm

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

*\*\* 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. **Y / NN**

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of Walnut Creek, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the J Cadenhead Original Survey No. \_\_\_\_\_, Abstract No. 150, 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 31.765684 °N, Longitude -98.430702 °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): Texas TOPOI Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. E' \_\_\_\_\_ Downstream Limit of Diversion Reach No. E-E'
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ 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* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is \_\_\_\_\_ sq. miles.  
*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of Walnut Creek, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the T. Gilbert Original Survey No. \_\_\_\_\_, Abstract No. 383, 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 31.772118 °N, Longitude -98.433832 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 1
- 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. F \_\_\_\_\_ Upstream Limit of Diversion Reach No. F-F'
  3. \_\_\_\_\_ Downstream Limit of Diversion Reach No.
- b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup> \_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? **Y / NY**  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* <sup>1.06</sup> \_\_\_\_\_ cfs or <sup>475</sup> \_\_\_\_\_ gpm
- d. For amendments, is Applicant seeking to increase combined diversion rate? **Y / NN**

*\*\* 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. **Y / NN**

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Indian Creek, tributary of Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the A. Hodge 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 31.887671°N, Longitude -98.430754°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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 2
- 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. <sup>F'</sup>\_\_\_\_\_ Downstream Limit of Diversion Reach No. <sup>F-F'</sup>\_\_\_\_\_

b. Maximum Rate of Diversion for **this new point** <sup>1.06</sup>\_\_\_\_\_ cfs (cubic feet per second) or <sup>475</sup>\_\_\_\_\_ 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* <sup>1.06</sup>\_\_\_\_\_ cfs or <sup>475</sup>\_\_\_\_\_ 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
X	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

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

Applicant has calculated the drainage area. **Y / N N**

If yes, the drainage area is \_\_\_\_\_ sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4691, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Indian Creek, tributary of Leon River, Brazos River Basin
- b. Zip Code: 76455
- c. Location of point: In the A. Hodge 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 31.900242 °N, Longitude -98.422109 °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): Texas TOPO! Software
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38. Attachment B - Site Map 2
- 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 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: \_\_\_\_\_

Other, specify: \_\_\_\_\_

b. Flow characteristics

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

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

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

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: \_\_\_\_\_

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:
  - N/A
  - 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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: \_\_\_\_\_

Other, specify: \_\_\_\_\_

b. Flow characteristics

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

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

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

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: \_\_\_\_\_

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:
  - N/A
  - 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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: \_\_\_\_\_

Other, specify: \_\_\_\_\_

b. Flow characteristics

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

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

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

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: \_\_\_\_\_

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:
  - i. N/A  
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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: \_\_\_\_\_

Other, specify: \_\_\_\_\_

b. Flow characteristics

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

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

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

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: \_\_\_\_\_

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:
  - N/A
  - 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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:
  - N/A
  - 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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:
  - N/A
  - 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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

This worksheet is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for: requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. **Instructions, Page 28.**

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

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

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: \_\_\_\_\_

Other, specify: Creek

b. Flow characteristics

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

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

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

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: \_\_\_\_\_

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot. Attachment G
2. Measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).  
1/4" mesh screens are used on all diversion pipes.
3. If the application includes a proposed reservoir, also include:  
N/A
  - 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.

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

For all bed and banks applications: N/A

- a. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on the new diversion structure).

- b. 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.

If the alternate source is treated return flows, provide the TPDES permit number \_\_\_\_\_

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

- a. 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.

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

## 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 512-239-4691, or e-mail [wras@tceq.texas.gov](mailto:wras@tceq.texas.gov). The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.*

#### 1. Water Conservation Plans

Attachment F

- 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 Y

## 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 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 (\$)
<b>Filing Fee</b>	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 <b>Amount (\$)</b> . <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
<b>Recording Fee</b>		\$25.00
<b>Agriculture Use Fee</b>	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	
<b>Use Fee</b>	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x _____ Maximum annual diversion of State Water in acre-feet. **	
<b>Recreational Storage Fee</b>	<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.	
<b>Storage Fee</b>	<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.	
<b>Mailed Notice</b>	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4691.	
<b>TOTAL</b>		<b>\$</b>

### 2. AMENDMENT OR SEVER AND COMBINE

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

### 3. BED AND BANKS

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

## **Marshall Criteria**

**a.** This application meets the administrative code requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 TAC Ch. 281, 295, and 297.

**b.** The specific proposed use of water in this amendment application is for agricultural crop irrigation. Beneficial use is defined in TWC §11.002 #4 as, "...use of the amount of water which is economically necessary for a purpose authorized by this chapter, when reasonable intelligence and reasonable diligence are used in applying the water to that purpose and shall include conserved water (TWC§11.002 #4)."

For agricultural crop irrigation, the submitted application meets the following criteria outlined in TWC Section 11 as beneficial use: TWC §11.023 #2 clearly identifies agricultural use as a purpose for which water may be, "appropriated, stored or diverted," if the water has not been set aside, or needed to meet freshwater and downstream instream flow needs (TWC §11.023 #2). Agricultural use is defined in TWC §11.002 #12 (A) as, "cultivating the soil to produce crops for human food, animal feed..." which is the applicant's proposed purposes (TWC §11.002 #12 A). Off-Channel storage in the proposed application would be for subsequent agricultural use as well.

**c.** No detrimental effects are anticipated to public welfare, including the well-being of humans and the environment, as a result of the proposed amendment.

**d.** No effects are anticipated as a result of the proposed amendment on groundwater or groundwater recharge.

**e.** Natural Dairy Grower Land, LP is located within the Region G Planning Group (Brazos). The proposed amendment addresses a water supply need that is consistent with state and regional water plan management strategies pertaining to irrigation.

Conservation practices are implemented to reduce evaporation and eliminate runoff during times when the irrigation systems are run. The irrigation systems used are typically operated in the early morning or late evening hours when the temperature is lower to reduce evaporation. Irrigation is closely monitored on site and the systems are shut down when or before the soil reaches its water holding capacity. This conservation practice prevents over-watering of the field and eliminates wasteful runoff.

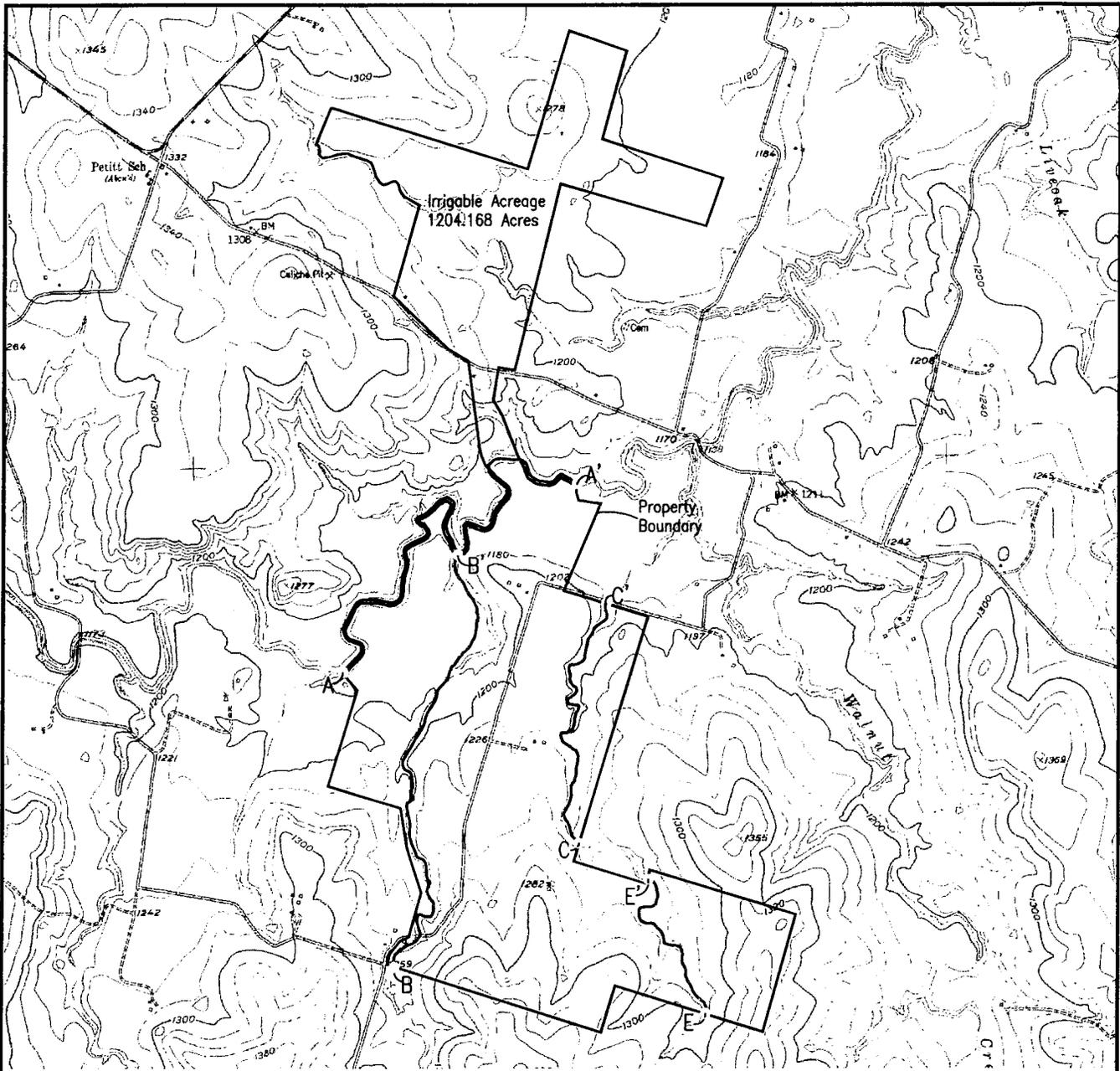
Brush/weed control is also practiced to aid in water conservation. Weeds and invasive species are killed or removed to reduce unwanted water consumption, thus leaving more irrigation water in the soil to be utilized by the production crop as intended.

Land leveling is also utilized on cultivated land to increase water infiltration into the soil and eliminate water runoff when irrigating.

\*Conservation/management strategies (BMPs) can be located in the 2016 Brazos G Regional Water Plan Volume II-Water Conservation Section (Irrigation Water Conservation)-pg. 2-29

**f.** A Water Conservation is attached (Attachment F). A Drought Contingency Plan is not required with this application.

**g.** The proposed amendment adds new diversion reaches, increases the irrigable acreage for the total water allotted in the permit and adds off channel storage as a purpose of use. No additional allocations of state water or diversion rate are being requested. As a result of the proposed amendment, no impact on water right holders or the environment is anticipated.

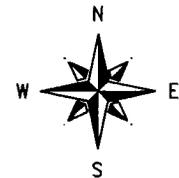


Map Revised 4/24/2020

**LEGEND:**

- Denotes Diversion Segments A-A' South, B-B', C-C' & E-E'
- Denotes Diversion Segment Upper/Lower Boundaries

Note: Irrigable acreage is anywhere inside the property boundary.



SCALED AS SHOWN

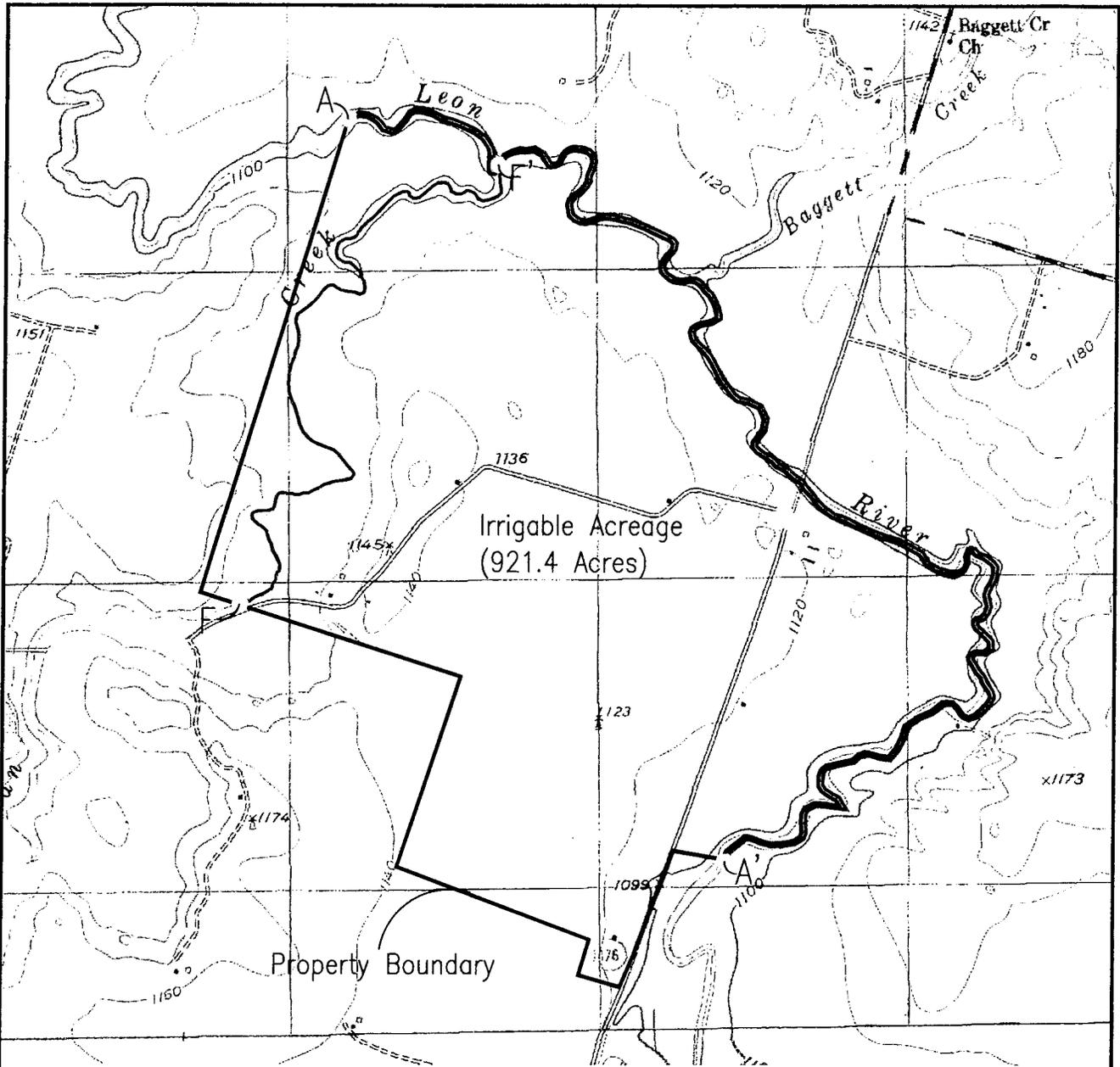
Source: USDA-NRCS. Geospatial Data Gateway. Available at: <http://datagateway.nrcs.usda.gov/>. Digital Raster Graphic County Mosaic by NRCS - Accessed May 2013.

Natural Dairy Grower Land, LP  
Gustine, TX  
Comanche County

Attachment B  
Site Map 1  
Irrigable Acreage South



Enviro-Ag Engineering, Inc.  
ENGINEERING CONSULTANTS  
3404 Airway Boulevard  
AMARILLO, TEXAS 79116  
TEL (806) 353-6123 FAX (806) 353-4132

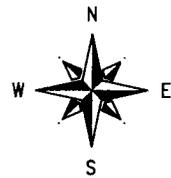


Map Generated 5/21/2020

**LEGEND:**

- Denotes Diversion Segment A-A' North & F-F'
- Denotes Diversion Segment Upper/Lower Boundary

Note: Irrigable acreage is anywhere inside the property boundary.



SCALED AS SHOWN

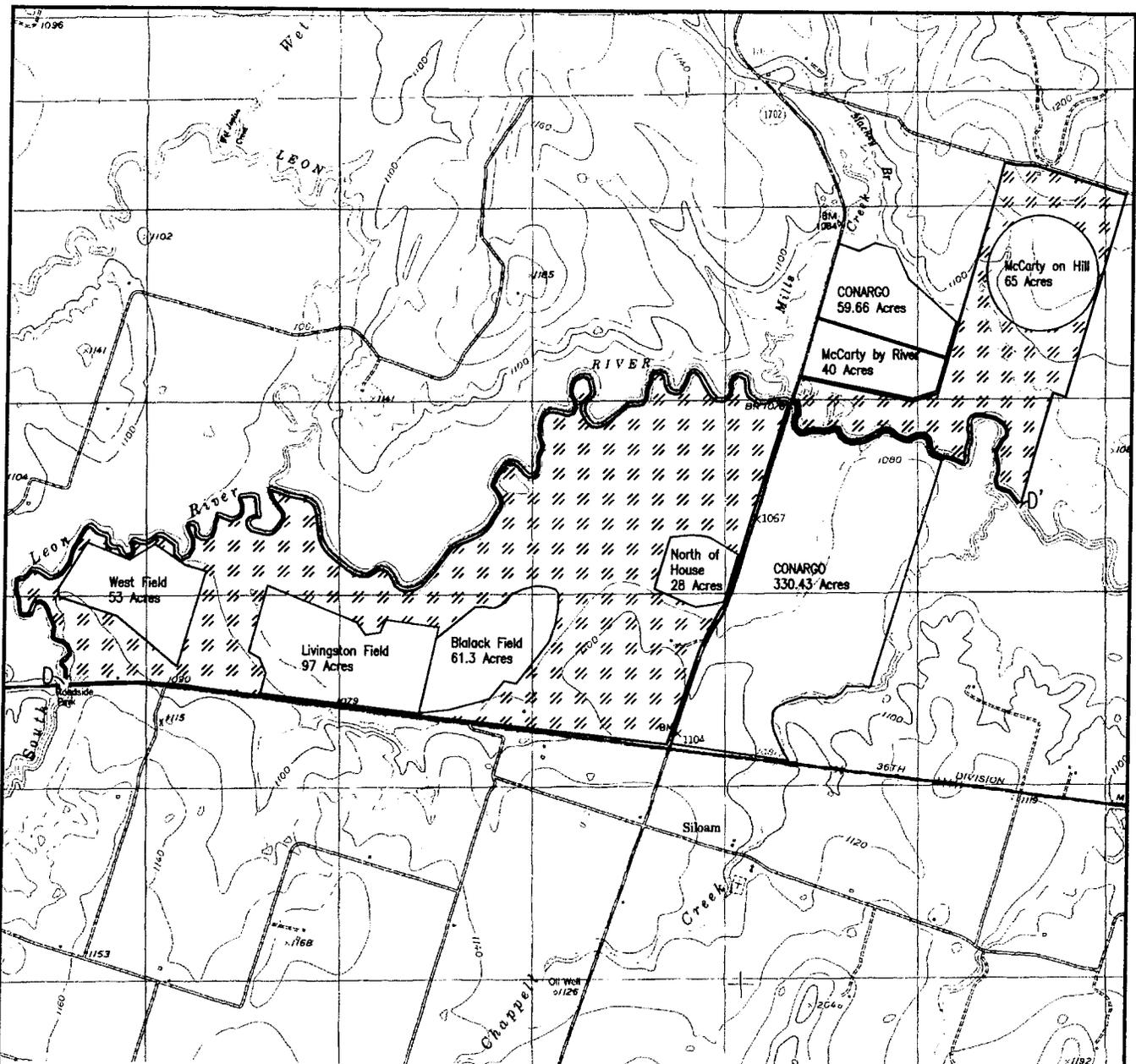
Source: USDA-NRCS. Geospatial Data Gateway. Available at: <http://datagateway.nrcs.usda.gov/>. Digital Raster Graphic County Mosaic by NRCS - Accessed Nov. 2017

Natural Dairy Grower Land, LP  
Gustine, TX  
Comanche County

Attachment B  
Site Map 2  
Irrigable Acreage North



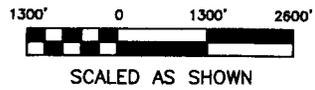
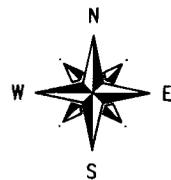
Enviro-Ag Engineering, Inc.  
ENGINEERING CONSULTANTS  
3404 Airway Boulevard  
AMARILLO, TEXAS 79118  
TEL (806) 353-6123 FAX (806) 353-4132



Map Generated 4/29/2020

**LEGEND:**

-  Denotes Land Owned by Larry Wayne Adams
-  Denotes Diversion Segment D-D'
-  Denotes Diversion Segment Upper/Lower Boundary
-  Denotes Irrigable Acreage Field Boundary



Source: USDA-NRCS. Geospatial Data Gateway. Available at: <http://datagateway.nrcs.usda.gov/>. Digital Raster Graphic County Mosaic by NRCS - Accessed May 2013.

Natural Dairy Grower Land, LP  
Gustine, TX  
Comanche County

Attachment B  
Site Map 3  
Irrigable Acreage East

**ENVIRO-AG**  
**EAG**  
**ENGINEERING, INC.**  
Enviro-Ag Engineering, Inc.  
ENGINEERING CONSULTANTS  
3404 Airway Boulevard  
AMARILLO, TEXAS 79118  
TEL (806) 353-6123 FAX (806) 353-4132

Attachment C

TCEQ Form 10214C Pg. 6 Section 2(b)ii

Location of land to be irrigated:

(2,859.958 Acres) In the C. Howard Survey, Abstract No. 443, the A. McCaleb Survey, Abstract No. 664, the A. Estes Survey, Abstract No. 286, the A E Hodge Survey, Abstract No. 426, the W M Vance Survey, Abstract No. 980, the J C Donley Survey, Abstract No. 246, the W Kigler Survey, Abstract No. 596, the W H Murry Survey, Abstract No. 641, the J H Browne Survey, Abstract No. 59, the T Y Gilbert Survey, Abstract No. 383, the A J Davis Survey, Abstract No. 243, the J. Cadenhead Survey, Abstract No. 150, the S Pipken Survey, Abstract No. 768, the A. Smothers Survey, Abstract No. 836, the J McConnell Survey, Abstract No. 651, the J Brennan Survey, Abstract No. 50, and the M. Mahoney Survey, Abstract No. 652 in Comanche County, TX – Brazos River Basin.

North

South

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

**ASSUMPTION WARRANTY DEED**

**DATE:** DECEMBER 29, 2011, but effective JANUARY 1, 2012

**GRANTOR:** FRANK VOLLEMAN and wife, ANNETTE VOLLEMAN

**GRANTOR'S MAILING ADDRESS:  
(INCLUDING COUNTY):** 600 CR 252, GUSTINE,  
COMANCHE COUNTY, TEXAS 76455

**GRANTEE:** NATURAL DAIRY GROWER LAND, LP, A Texas Limited  
Partnership

**GRANTEE'S MAILING ADDRESS:  
(INCLUDING COUNTY):** 600 CR 252, GUSTINE,  
COMANCHE COUNTY, TEXAS 76455

**CONSIDERATION:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed and for which no liens are either retained or implied and Grantee's assumption of and agreement to pay, according to the terms of each note, the following:

\* **TRACT ONE:**

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO HUNDRED THREE THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS (\$203,815.00), dated March 23, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Carolyn Smith. The note is secured by an express vendor's lien and superior title retained in a Warranty Deed with Vendor's Lien dated March 23, 2010, executed by Carolyn Smith, as Grantor, to Natural Dairy Grower Company, A Texas Corporation, as Grantee, and additionally secured by a Deed of Trust dated March 23, 2010, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to James H. Dudley, as Trustee; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower Company, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by a second-lien Deed of Trust dated September 27, 2010, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, recorded in Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.



\* \*

**TRACT TWO:**

(1) The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$274,600.00), dated November 20, 2007, executed by Natural Dairy Grower Company, A Texas Corporation, payable to the order of Lone Star, FLCA. The note is secured by an express vendor's lien and superior title retained in a Warranty Deed with Vendor's Lien dated November 20, 2007, executed by Bobby Clark and wife, Gail Clark, as Grantor, to Natural Dairy Grower Company, A Texas Corporation, as Grantee and additionally secured by a Deed of Trust dated November 20, 2007, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to Jason M. Johnson, as Trustee; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by a second-lien Deed of Trust dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, recorded in Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

(2) The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), dated November 20, 2007, executed by Natural Dairy Grower Company, A Texas Corporation, payable to the order of Bobby Clark and wife, Gail Clark. The note is secured by an express vendor's lien and superior title retained in a Warranty Deed with Vendor's Lien dated November 20, 2007, executed by Bobby Clark and wife, Gail Clark, as Grantor, to Natural Dairy Grower Company, A Texas Corporation, as Grantee and additionally secured by a Deed of Trust dated November 20, 2007, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to Jason M. Johnson, as Trustee; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by a second-lien Deed of Trust dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

**TRACT THREE:**

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), dated April 29, 2009, executed by Natural Dairy Grower Company, A Texas Corporation, payable to the order of Mack Stark and wife, Lavon Stark. The note is secured by an express vendor's lien and superior title retained in a Warranty Deed with Vendor's Lien dated April 29, 2009, executed by Mack Stark and wife, Lavon Stark, as Grantor, to Natural Dairy Grower Company, A Texas Corporation, as Grantee and additionally secured by a Deed of Trust dated April 20, 2009, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to James H. Dudley, as Trustee; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by a second-lien Deed of Trust dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, recorded in Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

**TRACT FOUR:**

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of ONE MILLION THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$1,380,000.00), dated April 18, 2011, executed by Natural Dairy Grower Company, A Texas Corporation, to Central Texas Land Bank, FLCA and additionally secured by a Deed of Trust dated April 18, 2011, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to Boyd J. Chambers, as Trustee, recorded in Volume 360, Page 130, Deed of Trust Records, Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by a second-lien Deed of Trust dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, recorded in Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

**TRACT FIVE:**

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$66,667.00) dated January 16, 2008, executed by Natural Dairy Grower Company, A Texas Corporation, payable to the order of Garry Clyde Davis and wife, Janice Davis. The note is secured by an express vendor's lien and superior title retained in a Warranty Deed with Vendor's Lien dated January 16, 2008, executed by Garry Clyde Davis and wife, Janice Davis, as Grantor, to Natural Dairy Grower Company, A Texas Corporation, as Grantee and additionally secured by a Deed of Trust dated January 16, 2008, executed by Natural Dairy Grower Company, A Texas Corporation, as Grantor, to John E. Gleaton, as Trustee; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by a second-lien Deed of Trust dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, recorded in Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

**TRACT SIX:**

The unpaid principal and earned interest as of January 1, 2012, on that certain promissory note in the original principal sum of TWO MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,177,200.00) dated September 27, 2010, executed by Natural Dairy Grower, A Texas Corporation, payable to the order of Central Texas Land Bank, FLCA. The note is secured by an express vendor's lien and superior title retained in a Warranty Deed with Vendor's Lien dated September 27, 2010, executed by Gayland G. Stephens and wife, Julie Stephens, as Grantor, to Natural Dairy Grower, A Texas Corporation, as Grantee, recorded in Volume 929, Page 469, Real Records of Comanche County, Texas, and additionally secured by a Deed of Trust dated September 27, 2010, which Deed of Trust covers Tracts One through Six, executed by Natural Dairy Grower, A Texas Corporation, as Grantor, to James R. Isenhower, as Trustee, recorded in Volume 355, Page 101, Deed of Trust Records of Comanche County, Texas; said Note and Lien being assumed by Frank Volleman and wife, Annette Volleman in Assumption Warranty Deed dated December 29, 2011, but effective January 1, 2012.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

**TRACT ONE:**

All that certain lot, tract, or parcel of land being 106.14 acres, more or less, being out of and a part of the survey patented to James M. Alexander, assignee of William H. Murry, by patent dated December 11, 1843, being Patent No. 287, Volume No. 131, Abstract No. 641, Comanche County, Texas, and being more particularly described as Tract One in Exhibit A, attached hereto and fully incorporated herein for all purposes.

South Land

**TRACT TWO:**

All that certain lot, tract, or parcel of land being 167.33 acres, out of the W.H. Murray Survey, Abstract No. 641, Comanche County, Texas, and being more particularly described as Tract Two in Exhibit B, attached hereto and fully incorporated herein for all purposes.

North

**TRACT THREE:**

**PARCEL ONE:**

All that certain lot, tract, or parcel of land being 77.4 acres, more or less, out of the James Hamilton Survey, Abstract No. 455, Comanche County, Texas, and being more particularly described as Tract Three, Parcel One in Exhibit C, attached hereto and fully incorporated herein for all purposes.

North Land

**PARCEL TWO:**

All that certain lot, tract, or parcel of land being situated in Comanche County, Texas, about 2 miles West of the town of Gustine; and being out of and a part of the James Hamilton Survey No. 83, Abstract No. 453, Patent No. 302, Volume 1, and being a part of the land conveyed by E.F. Adcock and wife, Mary Adcock, to L.S. Adcock, January 9, 1909, and recorded in Volume 76, Page 273, Deed Records of Comanche County, Texas, and being more particularly described as Tract Three, Parcel Two in Exhibit C, attached hereto and fully incorporated herein for all purposes.

**TRACT FOUR:**

**PARCEL ONE:**

All that certain lot, tract, or parcel of land being 190.057 acres, out of the James Hamilton Survey 83, Abstract Number 453, Comanche County, Texas, and being more particularly described as Tract Four, Parcel One in Exhibit D, attached hereto and fully incorporated herein for all purposes.

**PARCEL TWO:**

All that certain lot, tract, or parcel of land being 126.483 acres, out of the James Hamilton Survey 82, Abstract Number 455, Comanche County, Texas, and being more particularly described as Tract Four, Parcel Two in Exhibit D, attached hereto and fully incorporated herein for all purposes.

**PARCEL THREE:**

All that certain lot, tract, or parcel of land being 170.37 acres, out of the Green Lee Survey, Abstract Number 621, Comanche County, Texas, and being more particularly described as Tract Four, Parcel Three in Exhibit D, attached hereto and fully incorporated herein for all purposes.

**PARCEL FOUR:**

All that certain lot, tract, or parcel of land being 20.00 acres, out of the William Cox Survey, Abstract Number 210, Comanche County, Texas, and being more particularly described as Tract Four, Parcel Four in Exhibit D, attached hereto and fully incorporated herein for all purposes.

**TRACT FIVE:**

**PARCEL ONE:**

All that certain lot, tract, or parcel of land being 24.633 acres, more or less, out of the Samuel Jones Survey, Abstract No. 577, Comanche County, Texas, and being more particularly described as Tract Five, Parcel One in Exhibit E, attached hereto and fully incorporated herein for all purposes.

**TRACT TWO:**

All that certain lot, tract, or parcel of land being 19.602 acres, more or less, out of the Samuel Jones Survey, Abstract No. 577, Comanche County, Texas, and being more particularly described as Tract Five, Parcel Two in Exhibit E, attached hereto and fully incorporated herein for all purposes.

**TRACT SIX:**

**PARCEL ONE:**

All that certain lot, tract, or parcel of land being 137.3 acres, out of the John C. Donley Survey, Abstract No. 246, Comanche County, Texas, and being more particularly described as Tract Six, Parcel One in Exhibit F, attached hereto and fully incorporated herein for all purposes.

**PARCEL TWO:**

All that certain lot, tract, or parcel of land being 221.5 acres, out of the A.E. Hodge Survey, Abstract No. 428, Comanche County, Texas, and being more particularly described as Tract Six, Parcel Two in Exhibit F, attached hereto and fully incorporated herein for all purposes.

**PARCEL THREE:**

All that certain lot, tract, or parcel of land being 141.10 acres, out of the A.E. Hodge Survey, Comanche County, Texas, and being more particularly described as Tract Six, Parcel Three in Exhibit F, attached hereto and fully incorporated herein for all purposes.

**PARCEL FOUR:**

All that certain lot, tract, or parcel of land being 25 acres, out of the Alexandria E. Hodge Comanche County, Texas, and being more particularly described as Tract Six, Parcel Four in Exhibit F, attached hereto and fully incorporated herein for all purposes.

**PARCEL FIVE:**

All that certain lot, tract, or parcel of land being 33 acres, out of the Alexander E. Hodge Survey, Comanche County, Texas, and being more particularly described as Tract Six, Parcel Five in Exhibit F, attached hereto and fully incorporated herein for all purposes.

**PARCEL SIX:**

All that certain lot, tract, or parcel of land being 16 acres, out of the Alexander E. Hodge Survey, Comanche County, Texas, and being more particularly described as Tract Six, Parcel Six in Exhibit F, attached hereto and fully incorporated herein for all purposes.

**EASEMENT TRACT:**

Together with all of Grantor's rights title and interest, in and to that certain easement executed by Cullen Stephens and wife, Florine Stephens, as Grantor, to A.L. Reese, as Grantee, for the purpose of constructing, reconstructing, repairing, patrolling, laying, and maintaining a water supply easement over and across a 60 2/3 acres tract of land out of the William Vance Survey, Abstract 980, Comanche County, Texas.

The Easement terms, restrictions and requirements (including annual required payment) are described in the Easement, recorded in Volume 354, Page 288, Official Public Records, Comanche County, Texas.

The above-described Easement was subsequently transferred to Seller by Deed recorded in Volume 606, Page 30, Deed Records, Comanche County, Texas, and by Deed recorded in Volume 605, Page 94, Deed Records, Comanche County, Texas.

**TRACT SEVEN:**

All that certain lot, tract, or parcel of land being 3.20 acres, more or less, out of the Samuel James Survey, Abstract No. 577, Comanche County, Texas, and being more particularly described as Tract Seven in Exhibit G, attached hereto and fully incorporated herein for all purposes.

**TRACT EIGHT:**

All that certain lot, tract, or parcel of land being 2.28 acres, more or less, out of the Samuel James Survey, Abstract No. 577, Comanche County, Texas, and being more particularly described as Tract Eight in Exhibit H, attached hereto and fully incorporated herein for all purposes.

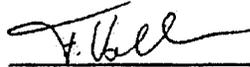
**RESERVATIONS FROM CONVEYANCE: NONE**

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, all oral and written leases, mineral interests outstanding in persons other than Grantor, and other instruments that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, liens described as part of

the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; and taxes for 2011, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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



FRANK VOLLEMAN



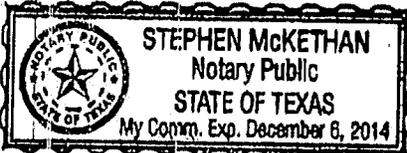
ANNETTE VOLLEMAN

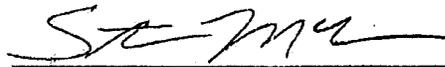
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ERATH

This Instrument was acknowledged before me on the 29<sup>th</sup> day of December, 2011, by FRANK VOLLEMAN.





Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS

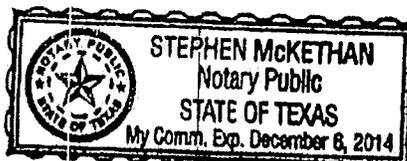
COUNTY OF ERATH

This Instrument was acknowledged before me on the 29<sup>th</sup> day of December, 2011, by ANNETTE VOLLEMAN.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
THE ALLEN FIRM, P.C.  
A Texas Professional Corporation  
181 South Graham Street  
Stephenville, Texas 76401



**EXHIBIT A**

**TRACT ONE:**

106.14 acres of land, more or less, being out of and a part of the survey patented to James M. Alexander, assignee of William H. Murry, by patent dated December 11, 1843, being Patent No. 287, Volume No. 131, Abstract No. 641, and being described in two tracts, as follows:

**FIRST TRACT:**

46.14 acres of land, more or less, described by metes and bounds as follows, to-wit:  
BEGINNING at the SE corner of a 200 acre tract conveyed by J. M. Cobbs to J. A. Cobbs, by deed dated 5 April, 1886, recorded in Volume R, Page 319, Deed Records of Comanche County, Texas, said beginning point being 1100 yards S. 19 W. and 880 yards S. 71 E. from the NW corner of the James M. Alexander Survey;  
THENCE N. 19 E. 331 vrs. along the E. line of said Cobbs tract;  
THENCE S. 71 E. 790 vrs.;  
THENCE S. 19 W. 331 vrs. to the S. line of 200 acres conveyed to G. W. Bean by J. E. Rector, by deed dated 16 August, 1883, recorded in Volume O, Page 290, Deed Records of Comanche County, Texas;  
THENCE N. 71 W. 790 vrs. with the S. line said Bean tract to the place of beginning.

**SECOND TRACT:**

60 acres of land, more or less, described by metes and bounds as follows, to-wit:  
BEGINNING at the same beginning point as First Tract above;  
THENCE N. 71 W. with the S. line of said Cobbs tract, 352 yards;  
THENCE N. 19 E. 825 yards;  
THENCE S. 71 E. 352 yards to the E. line of said Cobbs 200 acre tract;  
THENCE S. 19 W. 825 yards to the beginning point, and being the East 80 acres of said Cobbs 200 acre tract, less and except 20 acres of the North end sold by R. L. Smith and wife, to J. L. Patton, deed dated 3 February, 1914, of record in Volume 95, Page 616, Deed Records of Comanche County, Texas.  
Being the same land and premises described in Warranty Deed dated July 20, 1972, from Stanley A. Glenn et ux to J. S. Couch et al of record in Vol. 379, Page 350, Deed Records of Comanche County, Texas, to which reference is here made for all legal purposes.

**EXHIBIT B**

**TRACT TWO:**

All that certain 167.33 acre tract of land out of the W.H. Murray Survey, Abstract No. 641, Comanche County, Texas, being all of that certain 100 acre tract described as Sixth Tract, part of that certain 25 acre tract described as Seventh Tract, part of that certain 87 acre tract described as First Tract and part of that certain 8 1/3 acre tract described as Eleventh Tract described in deed from Margaret Callaway, Administratrix to Allan A. Striegler and J. Paul Cook by deed dated July 13, 1976, and recorded in Volume 435, Page 359, of deed records of Comanche County, Texas and described as follows:

**BEGINNING** at an iron rod set at the intersection of the N right of way line of F.M. Hwy. 2486 and the W line of the W.H. Murray Survey, in the W line of the Allen Striegler 25 acre tract for the SW corner of this tract;

**THENCE** N 18° 34' 20" E along a fence line, 2758.6' to an iron rod set at the NW corner of the Striegler 100 acre tract for the NW corner of this tract;

**THENCE** along a fence line along the N line of said 100 acre tract as follows, S 70° 53' E, 315.1' to an iron rod set at a fence corner, S 70° 09' 30" E, 1277.8" to a fence corner post and S 70° 25' E, 619.1' to an iron rod set at the occupied NE corner of said 100 acre tract for the NE corner of this tract;

**THENCE** along a fence line along the occupied E lines of said 100 acre tract and 87 acre tract as follows, S 19° 25' W, 1175.8' to an iron rod set at a fence corner post, S 19° 20' 30" W, 654.5' to an iron rod set at a fence corner, S 12° 25' E, 190.3' to an iron spike set in a 3" slim tree fence corner, S 02° 49' E, 45.3' to an iron spike set in a 6" live oak tree fence corner, S 12° 23' W, 137.1' to an iron rod set at a fence corner, S 14° 21' E, 131.8' to a 4" live oak tree fence corner, S 25° 45' E, 59.8' to an iron rod set at intersection of fence lines, S 21° 24' W, 220.0' to an iron rod set in fence and S 18° 45' W, 778.6' to a corner in the N right of way line of F.M. Hwy. 2486 for the SE corner of this tract, from which an iron rod referenced monument set at a fence corner post bears N 18° 45' E, 1:7';

**THENCE** along the N line of F.M. Hwy. 2486 as follows, N 77° 04' W 601.8' to the beginning of a curve, continuing along a curve to the right, radius = 1382.40', long chord = N 60° 39' W, 783.26', along a curve distance of 794.1' to the end of said curve, N 44° 13' 30" W, 918.0' to the beginning of a curve, continuing along a curve to the left, radius = 1959.86', long chord = N 74° 54' 20" W, 251.05', along a curve distance of 251.2' to the place of beginning and containing 167.33 acres of land in Comanche, Texas.

Save and except, and there is hereby excluded herefrom, that certain mineral interest reserved and described in Warranty Deed dated September 18, 1980, from Allen Striegler and Paul Cook to Jimmie D. Lee and wife, Sherrie Lee, recorded in Volume 509, Page 284, Deed Records of Comanche County, Texas, to which reference is here made for a description of such interest, and that certain mineral interest described in the mineral reservation in favor of J.K. Wilhelm, et ux, as shown on record in Volume 318, Page 62, Deed Records of Comanche County, Texas, to which reference is here made for a description of such interest.

**EXHIBIT C**

**TRACT THREE:**

**PARCEL 1:**

All that certain 77.4 acres of land, more or less, situated in Comanche County, Texas, out of the James Hamilton Survey, Abstract No. 455, and described as follows:

BEGINNING at a stake set in the South line of said James Hamilton Survey, at a point 717 varas North 71 deg. West from the SE corner of said Survey, same being the SW corner of 90.4 acres sold to L. A. and D. L. Redwine;

THENCE North 71 deg. West with said South line 717 varas to a stake for the SW corner of this tract;

THENCE North 19 deg. East 659 varas to a stake in the South R.O.W. line of Highway No. 36, for the NW corner of this tract;

THENCE South 62 deg. East with said R.O.W. line 721 varas to a stake in the West line of said Redwine tract of 90.4 acres, for the NE corner of this tract;

THENCE South 19 deg. West 564 varas to the place of beginning.

**PARCEL 2:**

All that certain lot, tract or parcel of land situated in Comanche County, Texas, about 2 miles West of the town of Gustine, and being out of and a part of the James Hamilton Survey No. 83, Abstract No. 453, Patent No. 302, Volume 1, and being a part of the land conveyed by E. F. Adcock and wife, Mary Adcock, to L. S. Adcock, January 9, 1909, and recorded in

Volume 76, Page 273; Deed Records of Comanche County, Texas, described by metes and bounds as follows:

BEGINNING at a stake and fence post set in the ground on the North line of James Hamilton Survey No. 83, and the South line of James Survey No. 82, said point being 486.1 varas No. 71 deg. W from the NE corner of James Hamilton Survey No. 83, and the SE corner of James Hamilton Survey No. 82, for the NE corner of this tract;

THENCE S 18 deg. 24' W with fence now in place, 773.28 vrs; to a stake driven in the ground for the SE corner of this tract;

THENCE N 69 deg. W with fence now in place 471.96 varas to a stake and fence post set in the ground for the SW corner of this tract;

THENCE N 19 deg. E with fence now in place, 756.72 vrs. to a stake and fence post set in the ground on the North line of James Hamilton Survey No. 83, and the South line of James Hamilton Survey No. 82, for the NW corner of this tract;

THENCE S 71 deg. E with fence now in place on the North line of Survey No. 83, and the South line of James Hamilton Survey No. 82, 463.57 vrs. to the place of beginning, and containing 63.3397 acres of land.

Being the same land and premises described in Warranty Deed dated April 9, 1993, from Sue Simpson Biggs to Mack Stark and wife, Lavon Stark, recorded in Volume 708, Page 184, Deed Records of Comanche County, Texas, to which record reference is here made for all purposes.

**EXHIBIT D**

**TRACT FOUR:**

**Property (including any improvements): Tract One:** Being 190.057 acres of land, situated in Comanche County, Texas, and being 152.515 acres out of the JAMES HAMILTON SURVEY 83, ABSTRACT NUMBER 453, and the remaining 37.992 acres is out of the JAMES HAMILTON SURVEY 82, ABSTRACT NUMBER 455, and being the land that is described as a 110.44 acre tract in a deed from T. J. Edwards, et al to W. N. Edwards, recorded in Volume 155 at Page 367, Deed Records of Comanche County, Texas, and a 80.5 acre tract that is described in a deed from J. T. Edwards, et al to J. H. Edwards, recorded in Volume 155 at Page 422, said Deed Records, and further described as follows:

**BEGINNING**, at a concrete marker found in the East line of Comanche County Road Number 403, and being in the Southwest corner of said 110.44 acre tract, and being in the North line of 23.939 acre tract of land that is described in a deed to Franklin G. Rankin, recorded in Volume 728 at Page 555, said Deed Records, for the Southwest corner of this tract;

**THENCE**, with a fence along the East line of said County Road as follows, N 23 deg. 06' 27" E for a distance of 311.14 feet, to a 1/2 inch iron rod set, N 24 deg. 43' 09" E for a distance of 28.98 feet, to a 1/2 inch iron rod set, N 05 deg. 16' 03" E for a distance of 41.83 feet, to a 1/2 inch iron rod set, N 18 deg. 39' 30" E for a distance of 1574.78 feet, to a 1/2 inch iron rod set, N 18 deg. 53' 13" E for a distance of 650.85 feet, to a 1/2 inch iron rod set, N 19 deg. 32' 06" E for a distance of 1059.68 feet, to a 1/2 inch iron rod set, and N 18 deg. 29' 36" E for a distance of 953.36 feet, to a 1/2 inch iron rod found in the South Right of Way line of State Highway 36, and being the Northwest corner of said 110.44 acre tract, for the Northwest corner of this tract;

**THENCE**, S 63 deg. 45' 20" E for a distance of 349.37 feet, with the South Right of Way line of State Highway 36, to a 1/2 inch iron rod found at the Northwest corner of a 5.00 acre tract that is described in a deed to Robert T. Jonson, et ux, recorded in Volume 571 at Page 460, said Deed Records, for a corner of this tract;

**THENCE**, S 18 deg. 10' 55" W for a distance of 789.57 feet, with a fence to a 1/2 inch iron rod found at the Southwest corner of said 5.00 acre tract, and being in the West line of a former 50.66 acre tract that is described in a deed to Darla C. Deal, recorded in Volume 589 at Page 240, said Deed Records;

**THENCE**, S 18 deg. 09' 04" W for a distance of 432.36 feet, with a fence to a 1/2 inch iron rod set in a fence corner at the Southwest corner of said 50.66 acre tract, for a corner of this tract;

**THENCE**, S 71 deg. 19' 02" E for a distance of 582.10 feet, with a fence, to a 3/8 inch iron rod found at the Northwest corner of a 126.483 acre tract that is described in a deed to Arnold C. Pettijohn, et ux, recorded in Volume 697 at Page 477, said Deed Records, for a corner of this tract;

**THENCE**, S 18 deg. 17' 25" W for a distance of 987.47 feet, with a fence, to a 3/8 inch iron rod found in a fence corner at a corner of said 126.483 acre tract, for a corner of this tract;

**THENCE**, 71 deg. 12' 23" E for a distance of 473.84 feet, with a fence to a 3/8 inch iron rod found, S 66 deg. 46' 45" E for a distance of 162.86 feet, with a fence to a spike set in a 16 inch Elm tree, and S 71 deg. 25' 08" E for a distance of 1272.44 feet, with a fence, to a 1/2 inch iron rod set in a fence corner at the Northeast corner of said 80.5 acre tract, and being a corner of said 126.483 acre tract, for a corner of this tract;

**THENCE**, S 17 deg. 40' 28" W for a distance of 36.83 feet, to a 3/8 inch iron rod found, S 19 deg. 00' 51" W for a distance of 1224.63 feet, with a fence to a 1/2 inch iron rod set and S 18 deg. 54' 23" W for a distance of 1273.07 feet, to a 1/2 inch iron rod set at the Southeast corner of said 80.5 acre tract and being in the West line of said 126.483 acre tract, and being in the North line of a 58 acre tract that is described in Volume 476 at Page 447, said Deed Records, for the Southeast corner of this tract;

**THENCE**, N 71 deg. 55' 23" W for a distance of 892.35 feet, with a fence to a 1/2 inch iron rod set in a fence corner at the Northwest corner of said 58 acre tract and being in the East line of a 44.47 acre tract that is described in a deed to Jarrell A. Hurst, recorded in Volume 617 at Page 214, said Deed Records, for a corner of this tract;

**THENCE**, N 18 deg. 50' 07" E for a distance of 187.74 feet, with a fence, to a 1/2 inch iron rod set in a fence corner at the Northeast corner of said 44.47 acre tract, for a corner of this tract;

**THENCE**, N 71 deg. 11' 27" W for a distance of 1356.07 feet, with a fence to a 1/2 inch iron rod found in a fence corner at the Northwest corner of said 44.47 acre tract and being the Northeast corner of said 23.939 acre tract, and N 71 deg. 09' 22" W for a distance of 627.07 feet, with a fence to the point of beginning and containing 190.507 acres of land.

**Tract Two:** Being 126.483 acres of land, situated in Comanche County, Texas, and being 66.475 acres out of the JAMES HAMILTON SURVEY 82, ABSTRACT NUMBER 455 and 60.008 acres out of the JAMES HAMILTON SURVEY 83, ABSTRACT NUMBER 453, and being the land that is described in a deed from Milton C. Lawdermilk to Lonnie Tate, et ux, and recorded in Volume 596, Page 234, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING**, at an iron rod found in place in a fence corner on the South line of Survey 82 and the North line of Survey 83, and being 3196.7 feet S 71 degrees 28' E of the Northwest corner of Survey 82, for a corner of this tract;

**THENCE**, S 17 degrees 49' 58" W 1179.61 feet, an iron rod, S 38 degrees 27' E 7.18 feet, an iron rod and S 19 degrees 16' 36" W 1243.47 feet, all with a fence on the occupied East line of a former 62.5 acre tract of land that is described in a deed recorded in Volume 155, Page 425, said Deed Records, to an iron rod set in a fence corner for the Southeast corner of this tract;

**THENCE**, N 72 degrees 02' 53" W 1076.96 feet, with a fence to an iron rod set in a fence corner at the Southwest corner of said 62.5 acre tract, for a Southerly Southwest corner of this tract;

**THENCE**, N 18 degrees 57' 35" E 1260.35 feet, an iron rod, N 19 degrees 03' 56" E 1247.91 feet, an iron rod and N 18 degrees 08' 20" E 37.06 feet, all with a fence to an iron rod set in a fence corner, for an internal corner of this tract;

**THENCE**, N 71 degrees 21' 58" W 1272.92 feet, an iron rod, N 66 degrees 38' 49" W 162.24 feet, an iron rod and N 71 degrees 07' 50" W 474.03 feet, all with a fence and the occupied South line of a 63.669 acre Third Tract of land described in Volume 596, Page 234, said Deed Records, to an iron rod set in a fence corner for a Northerly Southwest corner of this tract;

**THENCE**, N 18 degrees 22' 10" E 987.75 feet, with an old fence line to an iron rod found in place at the Northwest corner of said 63.669 acre tract, for the Northwest corner of this tract;

**THENCE**, S 71 degrees 18' 21" E 2345.62 feet, with a fence to an iron rod set in a fence corner at the Northwest corner of a 3 acre tract, for an external corner of this tract;

**THENCE**, S 17 degrees 43' 02" W 226.82 feet, with a fence to an iron rod at the Southwest corner of a 3 acre tract, for an internal corner of this tract;

**THENCE**, S 70 degrees 58' 09" E 205.84 feet, with a fence to an iron rod found at the Northwest corner of a former 3.708 acre tract of land that is described in a Builders and Mechanic's Lien Contract that is recorded in Volume X, Page 148 of the M&M Records of Comanche County, Texas, and S 71 degrees 13' E 368.79 feet, with a fence to an iron rod found in place on the West side of a 30 wide access road, for the Northeast corner of this tract;

**THENCE**, S 18 degrees 26' 21" W 426.70 feet, to an iron rod at the Southeast corner of said 3.708 acre tract and S 18 degrees 18' 24" W 334.79 feet, with a fence and the West side of said 30 foot access road, for an internal corner of this tract;

**THENCE**, S 70 degrees 31' 23" E 35.38 feet, with a fence across the end of access road, to an iron rod set in a fence corner, and S 17 degrees 19' 14" W 115.07 feet, with a fence to the point of beginning and containing 126.483 acres of land.

**Tract Three:** Being a 170.37 acre tract of land in Comanche County, Texas, being out of the Green Lee Survey, Abstract No. 621, and the William Cox Survey No. 151, Abstract No. 210, also being out of that tract described in a Receiver's Deed from P. M. Fagan to Ed Duke dated December 1, 1942, and recorded in Volume 219, Page 570, Deed Records of Comanche County, Texas, and said 170.37 acre tract being herein described by metes and bounds as follows:

**BEGINNING**, at a concrete monument and corner post set on the Northwest corner of said Cox survey and the Northwest corner of said Duke tract for the Northwest corner hereof;

**THENCE**, S 71° 44' E., 1803.0 feet with a fence on the North line of said Cox survey to an iron pin for a corner hereof;

**THENCE**, S 19° 08' W., 901.6 feet to an iron pin for a corner hereof;

**THENCE**, S 77° 49' E., 1036.6 feet to a point in the center line of a county road and in the East line of said Cox survey and the East line of said Duke tract for the Northeast corner hereof;

**THENCE**, S 19° 08' W., 2328.3 feet with said center line of a county road and said East line of the Cox survey to a point from which an iron pin set in a fence bears 20 feet N. 70° 16' W., for the Southeast corner hereof;

**THENCE**, N 70° 16' W 1889.2 feet to an iron pin set in a fence on a West line of said Duke tract for a corner hereof;

**THENCE**, N 18° 54' E 410.2 feet to a concrete monument and corner post set on a corner of said Cox survey and corner of said Lee Survey for a corner hereof;

**THENCE**, N 71° W 896.3 feet with a fence on the South line of said Cox Survey and the North line of said Lee Survey and a South line of said Duke tract to a concrete monument and corner post set on the Southwest corner of said Cox Survey for the Southwest corner hereof;

**THENCE**, N 18° 54' E 2649.7 feet along a fence on the West line of said Cox Survey to the place of beginning and containing 170.37 acres of land.

**Tract Four:** 20 acres of land in Comanche County, Texas, being out of the William Cox Survey No. 11, Abstract No. 210, and also being out of that tract described in a Receiver's Deed from P. M. Fagan to Ed Duke, dated December 1, 1942, and recorded in Volume 219, Page 570 of the Deed Records of Comanche County, Texas, and said 20 acres being described as follows:

**BEGINNING**, at a point in the center of a county road and in the West line of the James Hamilton Survey No. 82, and on the NE corner of said Cox Survey and the Northeast corner of said Duke tract, said point from which a concrete monument and corner post set in the West line of said road bears 20 feet N. 71° 44' W for the NE corner hereof;

**THENCE**, S 19° 08' W., 791.7 feet with said center line of a county road, and said East line of the Duke tract to a point from which an iron pin set in a fence on the West line of said County Road bears 20 feet N 77° 49' W for the SE corner hereof;

**THENCE**, N 77° 49' W 1036.6 feet to an iron pin for the SW corner hereof;

**THENCE**, N 19° 09' E 901.5 feet to an iron pin set in a fence on the North line of said Duke tract and the North line of said Cox Survey for the NW corner hereof;

**THENCE**, S 71° 44' E 1029.0 feet with said fence on the North line of the Duke tract to the place of beginning, containing 20.0 acres of land.

**EXHIBIT E**

**TRACT FIVE:**

**Tract One:** Being 24.633 acres of land, more or less, situated in Comanche County, Texas, out of the Samuel Jones Survey, Abstract No. 577, and being part of a 63 acre tract of land that is described in a Deed from Mrs. M. Stewart, et vir to M. F. Harkins, et ux, recorded in Volume 217 at Page 526, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING**, at a 3/8 inch iron rod found in a fence corner at the Northeast corner of said 63 acre tract, and being the Northeast corner of said James Survey, and being an internal corner of a 100 acre tract of land that is recorded in Volume 234 at Page 244, said Deed Records, for the Northeast corner of this tract;

**THENCE**, S 00 degrees 08' 35" E 596.16 feet, with a fence, to a point in the East line of said 63 acre tract, from which a 3/8 inch iron rod found bears S 00 degrees 08' 35" E 42.20 feet, for the Southeast corner of this tract;

**THENCE**, S 88 degrees 58' 38" W 1748.94 feet, to a 1/2 inch iron rod set in a fence on the East line of Comanche County Road Number 324, for the Southwest corner of this tract;

**THENCE**, N 01 degrees 55' 14" W 620.99 feet, with a fence along the East line of said County Rod, to a 1/2 inch iron rod set in a fence corner, for the Northwest corner of this tract;

**THENCE**, N 89 degrees 30' 45" E 735.47 feet, with a fence, to a 3/8 inch iron rod found in a fence corner at the Southeast corner of a 14.2 acre tract of land that is described in Volume 343 at Page 517, and N 89 degrees 58' 27" E 1032.54 feet, to the point of beginning and containing 24.633 acres

of land, more or less.

**Tract Two:** Being 19.602 acres of land, more or less, situated in Comanche County, Texas, out of the Samuel Jones Survey, Abstract Number 577, and being part of a 63 acre tract of land that is described in a Deed from Mrs. M. Stewart, et vir to M. F. Harkins, et ux, recorded in Volume 217 at Page 526, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING** at a 1/2 inch iron rod set in a fence corner at the Northwest corner of said 63 acre tract, and being the Northwest corner of said Jones Survey, and being the Southwest corner of a 44 acre tract of land that is described in a deed recorded in Volume 637 at Page 435, said Deed Records, and being in the East line of a 100 acre Second Tract of land that is described in a deed to Carl D. Hall, recorded in Volume 637 at Page 435, said Deed Records, for the Northwest corner of this tract;

**THENCE** N 89 degrees 34' 45" E 1350.12 feet, with a fence along the North line of said 63 acre tract, to a 3/8 inch iron rod found in a fence corner on the West line of Comanche County Road Number 324 and being the Southeast corner of a 6.933 acre tract of land that is described in a deed to Armando Lopez, recorded in Volume 731 at Page 51, said Deed Records, for the Northeast corner of this tract;

**THENCE** S 01 degrees 55' 14" E 661.23 feet, with the West line of said County Road, to a point in a deed gully, from which a reference iron rod set bears N 39 degrees 41' 08" E 53.36 feet, for the Southeast corner of this tract;

**THENCE** N 88 degrees 45' 10" W 875.15 feet, to a 1/2 inch iron rod set and N 80 degrees 49' 09" W 499.49 feet, to a 1/2 inch iron rod set in a fence on the West line of said 63 acre tract and being the East line of said 100 acre tract, for the Southwest corner of this tract;

**THENCE** N 00 degrees 26' 13" W 552.21 feet, with a fence, to the point of beginning and containing 19.602 acres of land, more or less.

**EXHIBIT F**

**TRACT SIX:**

**PARCEL ONE:**

**Tract One:** A tract of land located in Comanche County, Texas, and being 137.3 acres of the John C. Donley Survey, Abstract No. 246, and being a part of 248.6 acres of said survey deeded to W. M. Odell, said 137.3 acres described by metes and bounds as follows:

**BEGINNING** at the N. E. corner of said John C. Donley Survey;

**THENCE** North 69 West with North line of said 987 vrs. for N. W. corner of this;

**THENCE** South 19 West with West line of said W. M. Odell 248.6 acre tract, 773.7 vrs. for the SW corner of this and the NW corner of 111.25 acres deeded by Marcy C. Moore and husband, C. C. Moore to Maudie Redwine, et al;

**THENCE** South 71 East 792 vrs. for corner;

**THENCE** South 19 West 150 vrs. for corner;

**THENCE** South 71 East 195 vrs. for corner in East line said Donley Survey;

**THENCE** North 19 East with said East line 923 vrs. to the place of beginning.

**PARCEL TWO:**

**Tract Three:** Being all that certain 221 1/2 acres of land, more or less, out of the A. E. Hodge Survey, Abstract No. 426, Patent No. 630, Vol. 6, Cert. No. 134, and described as follows:

**BEGINNING** in the South line of said Hodge Survey, 840 vrs. S. 71 E from its S. W. corner, and at the S. E. corner of the Thos W. Dunlap tract of 425 acres out of said Hodge Survey, a stone set in ground from which a B. J. mkd X brs. S 101/2 E. 9.6 vrs;

**THENCE** S 71 E with said South line at 187 vrs. cross Indian Creek, at 214 vrs. cross Comanche and Waco Road, at 635 vrs. to S. W. corner of J. N. Walker tract a pile of stone from which a P.O. brs. S 83 E 20.2 vrs;

**THENCE** N 20 E with Walker's West line at 230 vrs. cross public road, at 807 vrs. to corner;

**THENCE** S 71 E 23 vrs. to corner;

**THENCE** N 19 E 1000 vrs. crossing Indian Creek at 1155 vrs. to center bed of Leon River;

**THENCE** up said river with its meanderings S 52 W 120 vrs; N 56 W 35 vrs; N 1 W 83 vrs; S 67 1/4 W 61 vrs; S 48 W 53 vrs; S 85 W 43 vrs; N 37 W 59 vrs; S 88 W 75 vrs. to the N. E. corner of said Dunlap tract, from which an Elm brs S 6 vrs;

**THENCE** S 19 W with Dunlap's East line 1890 vrs. to the place of beginning.

**PARCEL THREE:**

**Tract Four:** All that certain one hundred and forty one and one tenth ( 141.1 ) acres of the A. E. Hodge Survey, described by field notes as follows:

**BEGINNING** at the NW corner of the Price twenty five acres out of said Hodge Survey, an iron rod in ground on top of a small hill for SW corner of this tract;

**THENCE** N 19 E 197 vrs round stake in ground for corner;

**THENCE** South 71 E 250 vrs another corner this tract;

**THENCE** N 19 E 1150 vrs to center bed Leon River; the NW corner this tract;

**THENCE** down said river with its meanderings to a point N 19 E 1088 vrs from the NE corner of said 25 acre tract;

**THENCE** South 19 W 1088 vrs to the NE corner said 25 acres;

**THENCE** North 17 W with North line said 25 acres, 650 vrs to the beginning.

**PARCEL FOUR:**

**Tract Five:** All that certain parcel of land located in Comanche County, Texas, out of Alexandria E. Hodge Survey, being that part of the John N. Walker Estate conveyed by Gib Callaway, as Executor to Maud Byrd as her part of the estate, described as follows:

**BEGINNING** on the W line of a 93 acre tract sold to John N. Walker by deed recorded in Vol. K, Page 388, Deed Records of Comanche County, Texas, at a point 179 vrs. S. of the N. E. corner of said 93 acres, which is also the S. W. corner of a tract of 100 acres conveyed by Gib Callaway, Executor, to Mrs. Mattie Williams and Mrs. Ida Cody, for the N. E. corner of this tract;

**THENCE** S 71 E with the N. line of Mrs. Williams Sub-div. 650 vrs to the E. line of said 93 acres for the N. E. corner of this;

**THENCE** S. 19 W. with said E. line 205 vrs. to a stake for the corner of this Sub-Div;

**THENCE** N. 71 W 581 vrs. to a stake in the field for a corner of this;

**THENCE** S. 19 W. 83 vrs to a stake in the field for another corner;

**THENCE** N. 71 W. 80 vrs. to a stake in the W. line of the said 93 acres for the S. W. corner of this Sub-Div;

**THENCE** N. 19 E. 288 vrs. to the place of beginning and containing 25 acres of land, more or less.

**PARCEL FIVE:**

Tract Six: All that certain lot, tract or parcel of land situated in Comanche County, Texas, being a part of the Alexander E. Hodge Survey, and being out of a 93 acre tract heretofore sold to J. N. Walker by M. Hodge and W. W. Miller, as shown by deed recorded in Volume K at Page 388 of the Deed Records of Comanche County, Texas;

BEGINNING at a point on the West line of the said 93 acre tract, at the Southwest corner of the Mrs. Maud Bird 25 acre subdivision for the Northwest corner of this;

THENCE South 71 East 80 vrs. to a corner in the field;

THENCE North 19 W. 83 vrs. with said Maud Bird line for corner;

THENCE South 71 East 383 vrs. to a stake in the Maud Bird line for the Northeast corner of this tract;

THENCE South 19 West 457 vrs. to a stake in the South line of the Hodge Survey for the Southeast corner of this tract;

THENCE North 71 West 461 vrs. to the Southwest corner of the said John Walker 93 acre tract, for the Southwest corner of this tract;

THENCE North 19 East 374 vrs. to the place of beginning, containing 33 acres of land, more or less.

**PARCEL SIX:**

Tract Seven: All that certain lot, tract or parcel of land situated in Comanche County, Texas, being a part of a former 93 acre tract out of the Alexander E. Hodge Survey heretofore sold to J. N. Walker by M. Hodge and W. W. Miller, as shown by Deed Records in Volume K at Page 388 of the Deed Records of Comanche County, Texas;

BEGINNING at a point in the South line of Maud Bird Subdivision and at the Northeast corner of the said Mrs. Pearl Miller tract for the Northwest corner of this tract;

THENCE South 71 East 198 vrs. with the South line of the Maud Bird Subdivision to the Southeast corner of the said Maud Bird tract in the East line of the said 93 acre tract for the Northeast corner of this;

THENCE South 19 West with the East line of the said 93 acre tract, 457 vrs. to the Southeast corner of said tract for the Southeast corner of this;

THENCE North 71 West with the South line of the original Hodge Survey 198 vrs. to a stake for the Southwest corner of this tract and the Southeast corner of the Pearl Miller tract;

THENCE North 19 East 457 vrs. to the place of beginning, and containing 16 acres of land, more or less.

**EXHIBIT G**

**TRACT SEVEN:**

**PROPERTY (Including any improvements):** All that certain lot, tract or parcel of land being 3.20 acres, more or less, out of the Samuel James Survey, Abstract No. 577, Comanche County, Texas, and described by metes and bounds as follows:

**BEGINNING** at the Northeast corner of that certain 17.248 acre tract described in Warranty Deed from Nerrell Burney to Paul Fisher dated September 11, 2000, and recorded in Volume 795, Page 264, Deed Records of Comanche County, Texas;

**THENCE** North 88° 58' 38" E, 1748.94 feet to a point in the East line of County Road 324;

**THENCE** South 39° 41' 11" W, 53.35 feet to a point in the West line of County Rod 324;

**THENCE** South along the West line of County Road 324, crossing said County Road to the South side of County Road 324 for the Southwest corner of this tract;

**THENCE** North 87° 40' 18" E, along the South side of County Road 318 to the Northeast corner of that certain 2.99 acre tract of land described in Warranty Deed from Paul Fisher to Janis L. Wells dated July 15, 2010, and recorded in Volume 927, Page 82, Deed Records of Comanche County, Texas, for an internal corner of this tract;

**THENCE** North 00° 49' 53" E to a point in County Road 318 approximately 25 feet;

**THENCE** North 84° 49' 02" E, 512.01 feet to a point in County Road 318;

**THENCE** North 87° 50' 45" E 334.00 feet, to a point in County Road 318;

**THENCE** South 85° 38' 48" E 165.64 feet, to a point in County Road 318;

**THENCE** South 66° 08' 38" East 425.39 feet, to a point for the Southeast corner of this tract;

**THENCE** North 00° 08' 35" West, to the place of beginning.

**EXHIBIT H**

**TRACT EIGHT:**

**PROPERTY (including any improvements):** All that certain lot, tract or parcel of land being 2.28 acres, more or less, out of the Samuel James Survey, Abstract No. 577, Comanche County, Texas, and described by metes and bounds as follows:

**BEGINNING** at the Northwest corner of that certain 17.248 acre tract described in Warranty Deed from Nerrell Bruney to Paul Fisher dated September 11, 2000, and recorded in Volume 795, Page 264, Deed Records of Comanche County, Texas;

**THENCE** South 80° 49' 15" E, 499.55';

**THENCE** south 88° 45' 10" E, 875.15' to a point in the West line of County Road No. 324 for the Northeast corner of this tract;

**THENCE** South along the West side of County Road 324, crossing said county road to the South side of County Road 324 for the Southeast corner of this tract;

**THENCE** in a Westerly direction along the South line of County Road 324 to a point in the West line of the above mentioned 17.248 acre tract for the Southwest corner of this tract;

**THENCE** North 1° 10' 02" E, to the place of beginning.

FILED FOR RECORD  
AT 11:50 O'CLOCK A M

JAN 3 2012

*Ruby Lasky*  
Clerk, County Court Comanche Co., Texas

*inv. The Allen Firm*

⑈ 79.00  
CK The Allen Firm

FILED  
AT 11:50 O'CLOCK A M  
ON THE 3 DAY OF January  
A.D., 2012.

*Ruby Lasky*  
COUNTY CLERK, COMANCHE CO. TEXAS  
BY Ann. Schwartz

STATE OF TEXAS  
COUNTY OF COMANCHE

I hereby certify that this instrument was F  
on the date and at the time stamped here  
me and was duly RECORDED in the Volume  
Page of the Book  
Records of Comanche County, Texas.



*Ruby Lasky*  
County Clerk, Comanche Co.,

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1401

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** June 27, 2012

**Grantor:** INANTHA BETH HOWELL, SYLVIA ANN WATKINS and CULLEN STEPHENS, JR.

**Grantor's Mailing Address:** 4571 County Road 176, Stephenville, Erath County, Texas 76401; 5901 Highway 1476, Comanche, Comanche County, Texas 76442 and P.O. Box 83, Gustine, Comanche County, Texas 76455

**Grantee:** NATURAL DAIRY GROWER LAND, L.P.

**Grantee's Mailing Address:** 600 County Road 252, Gustine, Comanche County, Texas 76455

**Consideration:** TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the execution and delivery of one note in the original principal sum of ONE MILLION ONE HUNDRED EIGHTY FIVE THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 (\$1,185,880.00) DOLLARS, and is executed by Grantee, payable to the order of Inantha Beth Howell, Sylvia Ann Watkins and Cullen Stephens, Jr. It is secured by a vendor's lien retained in this deed and by a deed of trust from Grantee to John E. Gleaton, Trustee, said note bearing interest and being due and payable as therein stated.

**Property (including any improvements): *Tract One:*** Being 192.11 acres of land, situated in Comanche County, Texas, out of the Alexander Hodge Survey, Abstract Number 426, and being part of the land that is described in a deed from Floriene Stephens to Inantha Beth Howell, Sylvia Ann Watkins and Cullen Stephens, Jr., recorded in Volume 796 at Page 305, Deed Records of Comanche County, Texas, and being all of a 1 acre tract of land that is described in a deed to W. F. Rambo, recorded in Volume 152 at Page 175, said Deed Records, and further described as follows:

**BEGINNING**, at a ½ inch iron rod set in the North line of Comanche County Road Number 304, and being at the occupied Southwest corner of said Stephens tract, and being the occupied Southeast corner of a tract of land that is described in a deed to Natural Dairy Grower Company, recorded in Volume 929 at Page 469, said Deed Records, for the Southwest corner of this tract;

**THENCE**, with a fence along the West line of said Stephens tract and the East line of said Natural Dairy Grower Company tract, as follows, N 19° 32' 22" E 2245.76 feet, to a 3 inch pipe post, N 20° 11' 35" E 1026.55 feet, to a 3 inch pipe post, N 20° 03' 00" E 1054.80 feet, to a 3 inch pipe post, and N 19° 21' 38" E 420.23 feet, to the center bed of the Leon River, from which a reference 3 inch pipe post bears S 19° 21' 38" W 46.33 feet, for the Northwest corner of this tract;

**THENCE**, down stream with the center bed of the Leon River, as follows, S 33° 21' 05" E 48.12 feet, to a point, S 50° 46' 03" E 118.65 feet, to a point, S 81° 37' 12" E 77.80 feet, to a point, N 81°



03° 52" E 133.03 feet, to a point, S 56° 20' 49" E 80.35 feet, to a point, S 46° 21' 09" E 175.52 feet, to a point, S 14° 45' 16" E 154.56 feet, to a point, S 16° 58' 29" E 62.82 feet, to a point, S 05° 10' 40" E 65.78 feet, to a point, S 70° 45' 47" W 74.68 feet, to a point, S 82° 44' 45" W 103.51 feet, to a point, S 56° 08' 24" W 90.13 feet, to a point, S 18° 10' 44" W 60.69 feet, to a point, S 16° 28' 02" E 50.42 feet, to a point, S 38° 28' 55" E 163.28 feet, to a point, S 28° 53' 05" E 283.68 feet, to a point, S 33° 04' 02" E 171.38 feet, to a point, S 44° 09' 36" E 161.99 feet, to a point, S 74° 32' 44" E 140.33 feet, to a point, S 59° 36' 48" E 109.68 feet, to a point, S 38° 01' 02" E 77.85 feet, to a point, S 07° 38' 59" E 142.78 feet, to a point, S 13° 50' 47" W 56.82 feet, to a point, S 39° 27' 37" W 38.85 feet, to a point, S 44° 28' 39" W 106.94 feet, to a point, S 05° 28' 46" W 26.80 feet, to a point, S 50° 48' 26" E 404.15 feet, to a point, S 51° 57' 04" E 198.88 feet, to a point in the West Right of Way line of F. M. Highway 1476, from which a reference ½ inch iron rod set bears S 18° 28' 12" W 43.62 feet, for the Northeast corner of this tract;

**THENCE**, with the West Right of Way line of F. M. Highway 1476, as follows, S 18° 28' 12" W 330.23 feet, to a ½ inch iron rod set, N 78° 42' 48" W 252.00 feet, to a ½ inch iron rod set, S 18° 28' 12" W 37.00 feet, to a ½ inch iron rod set, S 64° 20' 48" E 252.00 feet, to a ½ inch iron rod set, S 18° 28' 12" W 2013.88 feet, to a ½ inch iron rod set, with the arc of a curve to the right, having a Radius of 5681.47 feet, and an Arc length of 327.23 feet, and being subtended by a Chord S 20° 07' 12" W 327.17 feet, to a ½ inch iron rod set, and S 21° 46' 12" W 351.73 feet, to a ½ inch iron rod set in the North line of Comanche County Road Number 304, for the Southeast corner of this tract;

**THENCE**, N 70° 00' 33" W 2144.85 feet, with a fence along the North line of Comanche County Road Number 304, to the point of beginning and containing 192.11 acres of land

**Tract Two:** Being 139.36 acres of land, situated in Comanche County, Texas, out of the William M. Vance Survey, Abstract Number 980, and being part of the land that is described in a deed from Floriene Stephens to Inantha Beth Howell, Sylvia Ann Watkins and Cullen Stephens, recorded in Volume 800 at Page 372, Deed Records of Comanche County, Texas, and being part of a 78 acre tract of land that is described in a deed to W. L. Stephens, recorded in Volume 97 at Page 348, said Deed Records, and further described as follows:

**BEGINNING**, at a ½ inch iron rod found in the East Right of Way line of F. M. Highway 1476, and being the Northwest corner of a 16.03 acre tract of land that is described in a deed to Sylvia Ann Watkins, recorded in Volume 806 at Page 286, said Deed Records, for the Southwest corner of this tract:

**THENCE**, with the East Right of Way line of F. M. Highway 1476, as follows, N 21° 46' 12" E 565.92 feet, to a ½ inch iron rod set, with the Arc of a curve to the left, having a Radius of 5781.47 feet, and an Arc length of 332.99 feet, and being subtended by a Chord of N 20° 07' 12" E 332.94 feet, to a ½ inch iron rod set, and N 18° 28' 12" E 2376.69 feet, to a point in the center bed of the Leon River, from which a reference ½ inch iron rod set bears S 18° 28' 12" W 49.57 feet, for the Northwest corner of this tract;

**THENCE**, down stream with the center bed of the Leon River, as follows, S 35° 16' 29" E 25.95 feet, to a point, S 44° 50' 55" E 298.27 feet, to a point, S 71° 02' 19" E 143.62 feet, to a point, S 60° 10' 07" E 337.42 feet, to a point, S 73° 48' 22" E 123.62 feet, to a point, S 62° 45' 04" E 275.05 feet, to a point, S 62° 19' 28" E 202.37 feet, to a point, S 43° 47' 42" E 234.18 feet, to a point, S 71° 08' 10" E 122.45 feet, to a point, N 89° 37' 54" E 125.37 feet, to a point, N 55° 40' 49" E 73.95 feet, to a point, N 11° 10' 15" E 112.68 feet, to a point, N 18° 1' 02" E 113.16 feet, to a point, S 63° 59' 21" E 89.48 feet, to a point, S 58° 28' 16" E 193.21 feet, to a point, S 58° 51' 24" E 58.61 feet, to a

point, S 07° 09' 48" E 93.06 feet, to a point, S 00° 10' 38" E 104.50 feet, to a point, S 32° 08' 26" W 185.56 feet, to a point, S 04° 51' 21" W 60.95 feet, to a point, S 37° 02' 14" E 49.18 feet, to a point, S 10° 58' 46" E 71.69 feet, to a point, S 42° 12' 21" W 111.44 feet, to a point, S 62° 45' 43" W 69.88 feet, to a point, S 05° 42' 40" W 39.65 feet, to a point, S 34° 54' 06" E 173.47 feet, to a point, S 56° 33' 22" E 146.32 feet, to a point, S 58° 48' 14" W 94.96 feet, to a point, S 63° 32' 02" W 47.76 feet, to a point, S 88° 14' 35" W 124.93 feet, to a point, S 68° 46' 27" W 24.36 feet, to a point, S 09° 48' 31" W 63.17 feet, to a point, S 28° 23' 16" E 245.58 feet, to a point, S 44° 12' 20" E 104.72 feet, to a point, S 10° 33' 09" E 115.72 feet, to a point, S 42° 54' 14" W 164.45 feet, to a point, S 48° 36' 57" W 141.88 feet, to a point, S 56° 52' 34" W 56.06 feet, to a point, N 81° 17' 04" W 62.25 feet, to a point, N 48° 43' 13" W 72.59 feet, to a point, N 32° 16' 15" W 124.76 feet, to a point, N 88° 03' 47" W 94.78 feet, to a point, S 57° 40' 43" W 167.93 feet, to a point, S 65° 56' 37" W 175.03 feet, to a point, S 34° 13' 17" W 161.24 feet, to a point, S 21° 26' 54" W 174.51 feet, to a point, S 30° 02' 04" W 77.81 feet, to a point, S 46° 46' 25" W 101.91 feet, to a point, N 85° 57' 58" W 103.86 feet, to a point, N 61° 18' 02" W 116.23 feet, to a point, N 86° 45' 22" W 44.06 feet, to a point, S 63° 36' 59" W 186.92 feet, to a point, S 83° 01' 00" W 166.60 feet, to a point, S 73° 12' 57" W 79.76 feet, to a point, S 41° 51' 36" W 82.91 feet, to a point, S 17° 44' 40" E 145.30 feet, to a point, S 46° 45' 14" E 70.92 feet, to a point, S 64° 29' 19" E 143.05 feet, to a point, S 50° 28' 38" E 68.57 feet, to a point, S 46° 07' 13" W 83.47 feet, to a point, N 85° 41' 02" W 78.23 feet, to a point, N 76° 59' 39" W 191.49 feet, to a point, S 71° 57' 58" W 92.43 feet, to a point, S 50° 55' 08" W 59.72 feet, to a point, and S 08° 27' 29" W 34.02 feet, to the Northeast corner of said 16.03 acre tract, from which a reference ½ inch iron rod found bears N 70° 06' 52" W 45.89 feet, for the Southeast corner of this tract;

**THENCE**, N 70° 06' 52" W 1104.61 feet, with the North line of said 16.03 acre tract to the point of beginning and containing 139.36 acres of land.

**Reservation:** There is hereby reserved unto Cullen Stephens, Jr., a right to the use and occupancy of the family residence which he presently occupies and located on the subject property for and during his lifetime.

**Reservations from and Exceptions to Conveyance and Warranty:** Right of Way Easement dated October 18, 1960, executed by Cullen Stephens, et ux to General Telephone Company of the Southwest, recorded in Volume 306, Page 105, Deed Records of Comanche County, Texas.

Certificate of Adjudication dated April 5, 1985, between Texas Water Commission and Cullen Stephens, recorded in Volume 2, Page 236, Water Permit Records of Comanche County, Texas.

This conveyance is made subject to any visible or apparent easements on or across said land which do not appear of record; and all easements, restrictions, reservations, and encumbrances of record, and unpaid ad valorem taxes, if any.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend

all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to it's terms, at which time this deed shall become absolute.

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

*Inantha B Howell*

INANTHA BETH HOWELL

*Sylvia Ann Watkins*

SYLVIA ANN WATKINS

*Cullen Stephens, Jr*

CULLEN STEPHENS, JR

THE STATE OF TEXAS

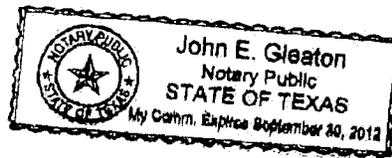
COUNTY OF COMANCHE

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 2012, by INANTHA BETH HOWELL, SYLVIA ANN WATKINS and CULLEN STEPHENS, JR.

*John E. Gleaton*

Notary Public, State of Texas

After Record, Return to:  
Natural Dairy Grower Land, L.P.  
600 County Road 252  
Gustine, Texas 76455



(4) 23<sup>00</sup>/<sub>36</sub> C.C.A.C.

FILED FOR RECORD  
AT 4:10 O'CLOCK P M

JUN 28 2012

*Ruby Lesley*

Clerk, County Court Comanche Co., Texas

FILED

AT 4:10 O'CLOCK P M  
ON THE 28 DAY OF June  
A.D., 2012.

*Ruby Lesley*

COUNTY CLERK, COMANCHE CO. TEXAS

BY *Amy Schwartz*

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., Texas

VOL. 951 PAGE 455  
RECORDED 6-29-12

**WARRANTY DEED**  
**Adjudicated Water Rights**

**THE STATE OF TEXAS**

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

§

**COUNTY OF COMANCHE**

That **SYLVIA ANN WATKINS**, 5581 Highway 1476, Comanche, Comanche County, Texas 76442, for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS**, in hand paid by **NATURAL DAIRY GROWER LAND, L.P.**, 600 County Road 252, Gustine, Comanche County, Texas 76455, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said **NATURAL DAIRY GROWER LAND, L.P.**, the following described property:

Being 130 acre-feet of water per annum from the Leon River to irrigate a maximum of 125 acres of land out of a 16.03 acres of land, situated in Comanche County, Texas, out of the William W. Vance Survey, Abstract No. 980, and being part of a 60.66 acre tract of land that is described in deed from Effie Kennedy, et al, to Cullen Stephens, et ux, recorded in Volume 282, Page 455, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING**, 3 inch pipe post found in the East Right of Way line of FM Highway 1476, and being the Southwest corner of said 60.66 acre tract and the Northwest corner of a 118.5 acre tract of land that is described in a deed to O.A. Dickey, et ux, recorded in Volume 280, Page 145, said Deed Records, for the Southwest corner of this tract;

**THENCE**, N. 23° 28' 08" E. 818.53 feet, with the East Right of Way line of FM Highway 1476, to a ½" iron rod set, for the Northwest corner of this tract;

**THENCE**, S. 68° 19' 35" E. 1104.61 feet, to a point in the center of the Leon River, and being in the East line of said 60.66 acre tract and the West line of a 133.25 acre tract of land that is described in a deed to Gayland Wayne Carson, recorded in Volume 797, Page 125, said Deed Records, from which a reference ½" iron rod set on the West bank of the Leon River bears N. 68° 19' 35" W. 45.16 feet, for the Northeast corner of this tract;

**THENCE**, down stream with the center of the Leon River, as follows, S 26° 27' 52" W. 20.02 feet, S. 05° 05' 24" W. 100.68 feet, S. 08° 04' 43" W. 79.27 feet, S. 12° 17' 58" W. 57.64 feet, S. 56° 45' 06" W. 134.51 feet, S 80° 24' 38" W. 112.77 feet, S. 86° 55' 00" W. 67.85 feet, N. 81° 45' 35" W. 118.45 feet, N. 65° 09' 16" W. 167.94 feet, N. 80° 58' 45" W. 72.52 feet, S. 69° 34' 12" W 91.27 feet, S. 47° 59' 40" W. 135.19 feet, and S. 23° 26' 57" W. 135.19 feet, to a point in the South line of said Vance Survey and being the Southeast corner of said 60.66 acre tract, from which a reference ½" iron rod set on the West bank of the Leon River, bears N. 68° 09' 36" W. 42.50 feet, for the Southeast corner of this tract;

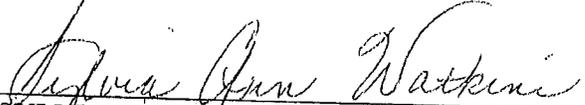
**THENCE**, N. 68° 09' 36" W. 480.29 feet, with the South line of said 60.66 acre tract, to the point of beginning and containing 16.03 acres of land.

Being a portion of the same property described in Certificate of Adjudication No. 12-3649, recorded in Volume 2, Page 236, Water Permit Records of Comanche County, Texas.

**TO HAVE AND TO HOLD** the above described Adjudicated Water Rights, together with all and singular, the rights and appurtenances thereto in anywise belonging to the said **Sylvia Ann**

**Watkins.**, her heirs, executors and administrators, to Warranty and Forever Defend all and singular the said premises unto the said **Natural Dairy Grower Land, L.P.**, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

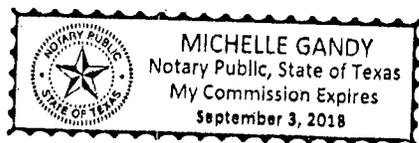
WITNESS my hand to Comanche, Texas, this 20<sup>th</sup> day of July, 2015.

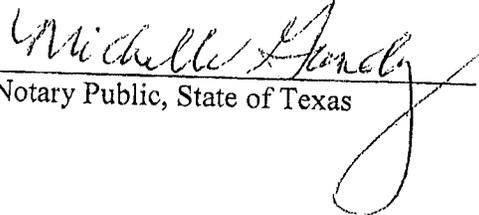
  
SYLVIA ANN WATKINS

STATE OF TEXAS

COUNTY OF COMANCHE

This instrument was acknowledged before me on the 20<sup>th</sup> day of July, 2015, by SYLVIA ANN WATKINS.



  
Notary Public, State of Texas

Return to:  
Natural Dairy Grower Land, L.P.  
600 County Road 252  
Gustine, Texas 76455

②30.60CCAC  
CHG

FILED FOR RECORD  
AT 2:30 O'CLOCK P M

JUL 21 2015

*Ruby Lesley*  
Clerk, County Court Comanche Co., Texas

FILED

AT 2:30 O'CLOCK P M  
ON THE 21 DAY OF July  
A.D., 2015.

*Ruby Lesley*  
COUNTY CLERK, COMANCHE CO. TEXAS  
BY *Amy Huddleston*  
CREDIT

STATE OF TEXAS  
COUNTY OF COMANCHE

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



*Ruby Lesley*  
County Clerk, Comanche Co., Te

VOL. 994 PAGE 248  
RECORDED 7-22-15

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** October 28, 2014

**GRANTOR:** Janice R. Schuetz, a single woman

**GRANTOR'S MAILING ADDRESS:**

8651 FM 1476, Gustine, Comanche County, Texas 76455

**GRANTEE:** Natural Dairy Grower Land, LP

**GRANTEE'S MAILING ADDRESS:**

600 CR 252, Gustine, Comanche County, Texas 76455

**CONSIDERATION:** TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, and the execution and delivery of one certain note, of even date herewith, executed by Natural Dairy Grower Land, LP payable to the order of Central Texas Land Bank, FLCA, in the original principal sum of \$86,100.00, bearing interest and being due and payable according to the terms as are more fully set forth in said note, reference to which is here made for all purposes. The note is secured by a vendor's lien herein and hereby retained and by a Deed of Trust, of even date herewith, executed by Natural Dairy Grower Land, LP to Boyd J. Chambers, Trustee.

**Property (including any improvements):**

**TRACT I:**

Being 33.74 acres of land, situated in Comanche County, Texas, out of the **WILLIAM KIGLER SURVEY, ABSTRACT NUMBER 596**, and being out of a 160 acre Tract I that is described in a deed from Gen Morgan, et ux, to Kenneth W. Schuetz, et ux, recorded in Volume 732 at Page 477, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING**, at a 3/8" inch iron rod found at a corner of said 160 acre tract, and being the Northwest corner of a 167.33 acre Tract Two that is described in a deed to Natural Dairy Grower Land, LP, recorded in Volume 944 at Page 187, said Deed Records, and being in the East line of said Kigler Survey, and being in the West line of the William H. Murry Survey, Abstract Number 641, for the Northeast corner of this tract;

**THENCE**, S 17° 06' 26" W 1140.34 feet, with a fence along the East line of 160 acre tract, and the West line of 167.33 acre tract, to a 5 inch pipe post found at the occupied Southeast corner of said 160 acre tract, and being the Northeast corner of a 106.469 acre tract of land that is described in a deed to Donald Huffmaster, recorded in Volume 978 at Page 378, said Deed Records, for the Southeast corner of this tract;

**THENCE**, with a fence along the South line of said 160 acre tract, and the North line of said 106.469 acre tract as follows, N 89° 01' 19" W 15.99 feet, to a 4 inch pipe post found, N 36° 18' 39" W 534.84 feet, to a 3/8 inch iron rod found, N 53° 34' 42" W 609.21 feet, to a 4 inch pipe post found, N 65° 21' 47" W 377.40 feet, to a 4 inch pipe post found, and N 82° 51' 11"

W 425.13 feet, to the Northeast corner of a 0.33 acre Tract Two that is described in a deed to Donald Huffmaster, recorded in Volume 937 at Page 311, said Deed Records, and being a corner of a 62.10 acre Second Tract that is described in a deed to Harriet Marguerite Chambers, recorded in Volume 937 at Page 314, said Deed Records, from which a ½ inch iron rod found bears, S 46° 32' 42" W 4.80 feet, for a corner of this tract;

**THENCE**, with a fence along the occupied South line of said 160 acre tract, as follows, N 35° 56' 28" W 72.85 feet, to a 3 inch pipe post found, and N 64° 41' 13" W 128.06 feet, to a 3 inch iron pipe corner post found at the occupied Southwest corner of said 160 acre tract, and being the occupied East line of said 62.10 acre tract, for the Southwest corner of this tract;

**THENCE**, with a fence along the occupied West line of said 160 acre tract, and the occupied East line of said 62.10 acre tract, as follows, N 06° 18' 15" E 151.04 feet, to a 3 inch iron pipe post found, N 17° 13' 54" E 52.65 feet, to a 3 inch pipe post found, N 23° 53' 27" E 287.05 feet, to a 3 inch pipe post found, and N 27° 40' 53" E 116.76 feet, to a ½ inch iron rod set, for the Northwest corner of this tract;

**THENCE**, S 72° 28' 39" E 1970.51 feet, to the point of beginning and containing 33.74 acres of land.

Being the same land and premises described in plat and field notes dated October 21, 2014, prepared by Scott Huddleston, Registered Professional Land Surveyor for the State of Texas.

#### **TRACT 2: EASEMENT TRACT**

Being the centerline of a 30 foot wide Roadway Easement, situated in Comanche County, Texas, out of the **WILLIAM KIGLER SURVEY, ABSTRACT NUMBER 596**, and being out of 160 acre Tract I and a 40 acre Tract II that is described in a deed from Glen Morgan, et ux, to Kenneth W. Schuetz, et ux, recorded in Volume 732 at Page 477, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING**, at ½ inch iron rod set in the Southeast Right of Way line of F.M. Highway 1476, and being the center of an existing road, in the Northwest line of said 40 acre tract, from which a ½ inch iron rod found at the Northwest corner of said 40 acre tract bears, N 54° 13' 02" E 1344.33 feet, and a 3 inch pipe corner post found at the Northeast corner of said 160 acre tract bears, N 89° 02' 26" E 3381.95 feet, for the North end of this 30 foot wide Roadway Easement;

**THENCE**, with the center of an existing roadway, as follows, S 44° 23' 10" E 191.30 feet, to a point, S 30° 11' 09" E 407.72 feet, to a point, S 61° 10' 12" E 76.63 feet, to a point, S 82° 55' 15" E 166.10 feet, to a point, S 64° 46' 08" E 198.17 feet, to a point, S 51° 37' 57" E 253.76 feet, to a point, S 63° 33' 56" E 137.01 feet, to a point, S 74° 57' 11" E 109.11 feet, to a point, S 39° 33' 56" E 88.17 feet, to a point, S 00° 06' 52" E 76.62 feet, to a point, S 29° 47' 55" W 114.98 feet, to a point, S 06° 55' 26" W 199.08 feet, to a point, S 54° 46' 52" W 309.15 feet, to a point, S 41° 46' 04" W 138.37 feet, to a point, S 16° 26' 13" W 141.39 feet, to a point, S 35° 24' 30" W 153.90 feet, to a point, and S 58° 12' 22" W 63.59 feet, to a ½ inch iron rod set in the North line of a 33.74 acre tract of land surveyed this day by me, from which a ½ inch iron rod set at the Northwest corner of said 33.74 acre tract bears, N 72° 28' 39" W 228.50 feet, for the South end of this 30 foot wide Roadway Easement.

Being the same land and premises described in plat and field notes dated October 21, 2014, prepared by Scott Huddleston, Registered Professional Land Surveyor for the State of Texas.

#### **Reservations from and Exceptions to Conveyance and Warranty:**

Mineral Reservation as set out in a Warranty Deed dated October 8, 1954, from H. C. Little and wife, Stella Little to the Veteran's Land Board of the State of Texas, recorded in Volume 279, Page 552, Deed Records of Comanche County, Texas. (Tract 1)

Mineral Reservation as set out in a Warranty Deed dated October 8, 1954, from H. C. Little and wife, Stella Little to the Veteran's Land Board of the State of Texas, recorded in Volume 280, Page 82, Deed Records of Comanche County, Texas. (Tracts 1 & 2)

Easement and Right of Way dated March 28, 1961, from Glen Morgan and wife, Imageane Morgan to General Telephone Company of the Southwest, recorded in Volume 307, Page 599, Deed Records of Comanche County, Texas. (Tracts 1 and 2)

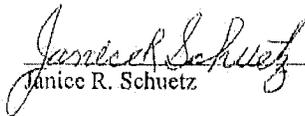
And being subject to all other mineral reservations, easements and restrictions properly of record in Comanche County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The Central Texas Land Bank, FLCA, at the instance and request of Grantee herein, having advanced and paid to Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$86,100.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Central Texas Land Bank, FLCA, and the same are hereby transferred, assigned, sold and conveyed to the Central Texas Land Bank, FLCA, its successors and assigns, the payee named in said note without recourse on Grantor.

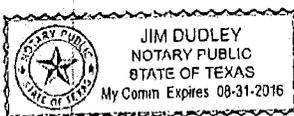
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to it's terms, at which time this deed shall become absolute.

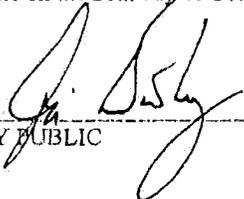
When the context requires, singular nouns and pronouns include the plural.

  
Janice R. Schuetz

THE STATE OF TEXAS  
COUNTY OF COMANCHE

This instrument was acknowledged before me on the 28th day of October, 2014, by Janice R. Schuetz.



  
NOTARY PUBLIC

LAND FOR RENT  
NO. 1000 1000 1000 1000

...

THIS  
STATE OF TEXAS  
COUNTY OF DALLAS  
I, the undersigned, Clerk of the County of Dallas, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the public records of the County of Dallas, Texas.

STATE OF TEXAS  
COUNTY OF DALLAS  
I, the undersigned, Clerk of the County of Dallas, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the public records of the County of Dallas, Texas.

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** April 20, 2015

**GRANTOR:** Lane's Green Oaks, Inc. acting by and through its President, Bill Lane,

**GRANTOR'S MAILING ADDRESS:**

1601 County Road 248, Gustine, Comanche County, Texas 76455-5717

**GRANTEE:** Natural Dairy Grower Land, LP

**GRANTEE'S MAILING ADDRESS:**

600 County Road 252, Gustine, Comanche County, Texas 76455

**CONSIDERATION:** TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, and the execution and delivery of one certain note, of even date herewith, executed by Natural Dairy Grower Land, LP payable to the order of Central Texas Land Bank F.L.C.A, in the original principal sum of \$138,400.00, bearing interest and being due and payable according to the terms as are more fully set forth in said note, reference to which is here made for all purposes. The note is secured by a vendor's lien herein and hereby retained and by a Deed of Trust, of even date herewith, executed by Natural Dairy Grower Land, LP to Boyd J. Chambers, Trustee.

**Property (including any improvements):**

Being 34.62 acres of land, situated in Comanche County, Texas, out of the ALLEN J. DAVIS SURVEY, ABSTRACT NUMBER 243, and being out of a 130.44 acre tract of land that is described in a deed from Ralph Coleman, to Green Oaks, Dairy, Inc., recorded in Volume 492 at Page 506, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING** at a ½ inch iron rod found at the occupied Northeast corner of said 130.44 acre tract, and being the Southeast corner of a 331.62 acre tract of land that is described in a deed to Frank Volleman Family, LP, recorded in Volume 944 at Page 163, said Deed Records, for the Northeast corner of this tract;

**THENCE**, with a fence along the East line Comanche County Road Number 252, as follows, S 00° 44' 05" W 715.16 feet to a ½ inch iron rod set, S 08° 35' 22" E 23.42 feet, to a ½ inch iron rod set, S 00° 21' 20" W 424.49 feet, to a ½ inch iron rod set, S 26° 30' 19" W 148.14 feet, to a ½ inch iron rod set, S 35° 13' 06" W 245.17 feet, to a ½ inch iron rod set, S 59° 04' 59" W 20.60 feet, to a ½ inch iron rod set, S 36° 08' 55" W 377.52 feet, to a ½ inch iron rod set, and S 51° 37' 31" W 17.61 feet, to a ½ inch iron rod set, for the Southeast corner of this tract;

**THENCE**, S 82° 15' 19" W 418.65 feet, with a fence along the North line of Comanche County Road Number 252, to a ½ inch iron rod set, for the Southwest corner of this tract;

**THENCE**, crossing said 130.44 acre tract, as follows, N 13° 32' 30" E 990.12 feet, to a ½ inch iron rod set, N 31° 38' 12" W 381.91 feet, to a ½ inch iron rod set, N 17° 43' 22" W

485.81 feet, to a 1/2 inch iron rod set, and N 03° 47' 48" W 440.92 feet, to a point in the South line of said 331.62 acre tract, from which a 1/2 inch iron rod set bears N 03° 47' 48" W 5.15 feet, for the Northwest corner of this tract;

**THENCE**, S 73° 06' 00" E 1076.00 feet, with the South line of said 331.62 acre tract, to the point of beginning and containing 34.62 acres of land.

Being the same land and premises described in plat and field notes dated March 16, 2015, prepared by Scott Huddleston, Registered Professional Land Surveyor for the State of Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

Easement dated August 20, 1013, executed by Lane's Green Oaks, Inc. to Bridge Tex Pipeline, recorded in Volume 969, Page 63, Deed Records of Comanche County, Texas.

Overhead Electric Line across the subject property as shown on survey dated March 16, 2015, prepared by Scott Huddleston, Registered Professional Land Surveyor for the State of Texas.

And being subject to all other mineral reservations, easements and restrictions properly of record in Comanche County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

Central Texas Land Bank FLCA, at the instance and request of Grantee herein, having advanced and paid to Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$138,400.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Central Texas Land Bank FLCA, and the same are hereby transferred, assigned, sold and conveyed to the Central Texas Land Bank FLCA, its successors and assigns, the payee named in said note without recourse on Grantor.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to it's terms, at which time this deed shall become absolute.

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

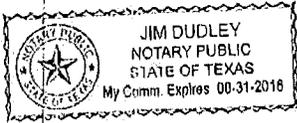
LANE'S GREEN OAKS, INC.

By:   
Bill Lane, President

THE STATE OF TEXAS

COUNTY OF COMANCHE

This instrument was acknowledged before me on the 20th day of April, 2015, by Bill Lane, President of Lane's Green Oaks, Inc., a Texas Corporation, on behalf of said corporation.



NOTARY PUBLIC

A handwritten signature in black ink, appearing to read "Jim Dudley", written over a horizontal dashed line.

③ BY CLERK  
RECORDED  
JHD

FILED FOR RECORD  
AT 1:00 O'CLOCK P.M.

APR 20 2015

*Ruby Lealey*  
Clerk, County Court Comanche Co., Texas

JHD

FILED

AT 1:00 O'CLOCK P.M.  
ON THE 20 DAY OF APRIL  
A.D., 2015.

*Ruby Lealey*  
COUNTY CLERK, COMANCHE CO. TEXAS  
BY *Anna Schindler*

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 Lealey*  
County Clerk, Comanche Co., Texas  
VOL. 991 PAGE 262

2534

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

**GENERAL WARRANTY DEED**

**DATE:** JANUARY 2, 2013

**GRANTOR:** NATURAL DAIRY GROWER COMPANY,  
A Texas Corporation

**GRANTOR'S MAILING ADDRESS  
(INCLUDING COUNTY)** 600 CR 252, GUSTINE,  
COMANCHE COUNTY, TEXAS 76455

**GRANTEE:** NATURAL DAIRY GROWER LAND, LP  
A Texas Limited Partnership

**GRANTEE'S MAILING ADDRESS  
(INCLUDING COUNTY)** 600 CR 252, GUSTINE,  
COMANCHE COUNTY, TEXAS 76455

**CONSIDERATION:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed and for which no liens are either retained or implied.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Being 7.08 acre tract of land, situated in Comanche County, Texas, out of the William M. Murry Survey, Abstract Number 641, and being part of a 129.93 acre Tract One, and all of a 1.36 acre Tract Two, that is described in a deed from Cecil M. Neel, et ux, to Lawrence C. Petta, recorded in Volume 684 at Page 378, Deed Records of Comanche County, Texas.

**RESERVATIONS FROM CONVEYANCE:** NONE

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, all oral and written leases, mineral interests outstanding in persons other than Grantor, and other instruments that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions, or any overlapping



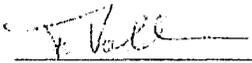
of improvements; homestead or community property or survivorship rights, if any, liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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

NATURAL DAIRY GROWER COMPANY,  
A Texas Corporation

By:

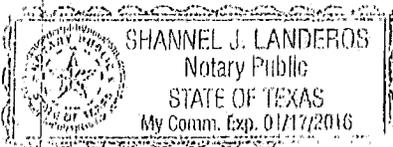
  
FRANK VOLLEMAN, President

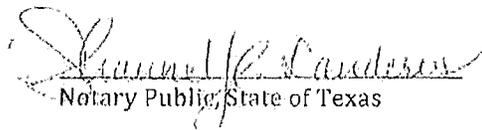
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 18 day of November, 2013, by FRANK VOLLEMAN, President of Natural Dairy Grower Company, A Texas Corporation.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
THE ALLEN FIRM, P.C.  
A Texas Professional Corporation  
101 South Graham Street  
Stephenville, Texas 76401

FILED FOR RECORD  
AT 2:15 O'CLOCK P M

DEC 2 2013

*Ruby Lasley*  
Clerk, County Court Comanche Co., Texas

ENV. THE ALLEN FIRM, P.C.  
181 S. GRAHAM  
STEPHENVILLE, TX 74401

② 20.00  
OK THE ALLEN FIRM

FILED  
AT 2:15 O'CLOCK P M  
ON THE 2 DAY OF December  
A.D., 2013.

*Ruby Lasley*  
COUNTY CLERK, COMANCHE CO. TEXAS  
BY *Amy Schwart*  
DEPUTY

STATE OF TEXAS  
COUNTY OF COMANCHE

I hereby certify that this instrument was FILED  
on the date and of the time stamped hereon by  
me and was duly RECORDED in the Volume and  
Page of the 2814  
Records of Comanche County, Texas.



*Ruby Lasley*  
County Clerk, Comanche Co., Texas

VOL. 971 PAGE 2814  
RECORDED 12-3-13

## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

ACT 201989-SH

Effective Date: December 30, 2019

Grantors: Frank Brand a/k/a Eltje Frans Brand a/k/a E. Frans Brand, a/k/a Eltje Fran Brand and Joni Brand

## Grantor(s) Mailing Address:

P. O. Box 11  
Energy, Texas 76452

Grantee: Natural Dairy Grower Land, LP

## Grantee(s) Mailing Address:

600 County Road 252  
Gustine, Texas 76455

**CONSIDERATION:** Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee, the receipt of which is hereby acknowledged, and the further consideration of loan proceeds from a promissory note by the Grantee to Central Texas Land Bank, FLCA, in the principal amount of One Million Seventy Thousand Eight Hundred and NO/100 Dollars (\$1,070,800.00) (hereinafter called "Noteholder") the receipt of which is hereby acknowledged; said sum having been advanced by said Noteholder at the special instance and request of Grantee herein and used as a part of the purchase price of the hereinafter described Property and to evidence which said Grantee has this day executed that certain promissory note ("Note") of even date herewith payable to the order of said Noteholder, and said Note bearing interest at the rate and payable as provided in said Note, and said Note being secured by a vendor's lien on the hereinafter described property and said Note being additionally secured by a Deed of Trust of even date herewith from Grantee to Boyd J. Chambers, Trustee.

**Property (including any improvements):**

A. All of Grantors' rights, title, and interest in the property described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto, including but not limited to claims and permits, easements, water rights, and all rights and obligations of applicable government programs for 2020 and thereafter (Grantors reserve all government payments attributable to 2019). Included with the conveyance are the following items, if any: irrigation equipment, irrigation pumps, electric panels, center pivots, electric motors, underground irrigation pipe, underground electric lines, gas lines, and all other property owned by Grantors that is attached to the above described real Property except the livestock panels and corrals.

B. All of the groundwater rights in and under the Property, subject to the rules of the groundwater district, if any.

**Reservations from and Exceptions to Conveyance and Warranty:**

A. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property; rights of any adjoining owners in any walls, fences, and turn rows situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

B. Rights of adjoining owners in fences or turn rows situated on a common boundary.

C. All oil, gas, and other minerals reserved by prior owners.

D. The terms of any valid oil and gas or other mineral lease or wind energy lease as shown of record in the Office of the County Clerk of Comanche County, Texas.

E. Grantors reserve wind rights equal to an undivided fifty percent (50%) of the proceeds of or value of any and all royalties, lease payments, bonus payments, rental payments in lieu of royalties, or other benefits directly or indirectly paid or accrued for, or in anticipation of, or in connection with, the generation and transmission of electrical power converted from wind energy on the Property. Grantee shall have all executive rights to negotiate and execute any future wind lease. Grantee shall be entitled to receive all payments for surface damages related to any wind lease.

F. Grantors reserve all oil, gas and other minerals owned by Grantors.

G. Grantors and Grantee acknowledge that a Pipeline Right of Way and Easement Grant, more particularly described as that Pipeline Right of Way and Easement Grant between Eltje Frans Brand (also known as E. Frans Brand and Frank Brand) and wife, Joni Brand, Grantors, and Wink to Webster Pipeline, LLC, Grantee, dated April 23, 2019, is to be constructed at a future date.

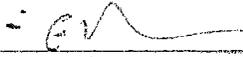
H. Grantors and Grantee acknowledge that Triple J Farm and Ranch Partnership will be granted a 40 foot right of way easement along the south boundary of the property to access his property from the nearest county road. Grantors shall receive all payments for clearing and related work on the easement, even if received after the date of Closing. Triple J Farm and Ranch Partnership will be allowed to continue to use the current easement and roadway for a period of six (6) months or until the new roadway is completed, whichever is earlier.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee,

Grantee's successors or assigns forever. Grantors bind Grantors and Grantors' successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through and under Grantors, but not otherwise.

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

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

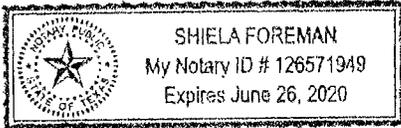
  
\_\_\_\_\_  
Frank Brand

  
\_\_\_\_\_  
Joni Brand

STATE OF TEXAS §  
COUNTY OF Comanche §

This instrument was acknowledged before me on the 30 day of December, 2019, by Frank Brand.

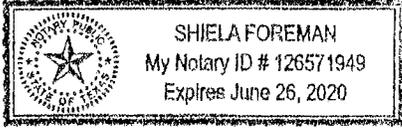
  
\_\_\_\_\_  
Notary Public, State of TEXAS



STATE OF TEXAS §  
COUNTY OF Comanche §

This instrument was acknowledged before me on the 30 day of December, 2019, by  
Joni Brand.

Shiela Foreman  
Notary Public, State of Texas



**AFTER RECORDING, RETURN TO:**  
Lynn Tate  
Underwood Law Firm, P.C  
P. O. Box 9158  
Amarillo, Texas 79105

**EXHIBIT "A"**

Tract One: All that certain 527.98 acres of land out of the Thomas Y. Gilbert Survey, Abstract No. 383, Allen J. Survey, Abstract No. 243, and J. F. Cadenhead Survey, Abstract No. 150, situated in Comanche County, Texas, and being the same lands conveyed from Porter Franks, et ux, to Gayle Victor Isham, Jr., et ux, on May 5, 1965, and of record in Volume 324, Page 111, of the Deed Records of Comanche County, Texas, except for a 5.302 acre tract of land conveyed from Gayle Victor Isham, Jr., et ux to Bill B. Lane, recorded in Volume 355, Page 240, Deed Records of Comanche County, Texas, and described as follows:

Beginning at the Northwest corner of the said Davis Survey, for a Western Northwest corner of this tract;

Thence S. 71-55 E. 798.5 vrs. with fence to the center of county road;

Thence N. 16-28 E. 548.3 vrs. with the center of the county road, for a Northerly Northwest corner of this tract;

Thence S. 74-31 E. 722.3 vrs. with fence, for a Northerly Northeast corner;

Thence S. 17-36 W. 581.1 vrs. to an inner Northerly corner;

Thence S. 71-55 E. 466.3 vrs. to another inner corner and the Northeast corner of the said Davis Survey;

Thence N. 18-36 E. 85.5 vrs. with the West line of the Cadenhead Survey to the Northwest corner of the said Cadenhead Survey;

Thence S. 72-45 E. 941.4 vrs. with the North line of said Cadenhead Survey to the Eastern Northeast corner of this tract;

Thence S. 18-43 W. 751.3 vrs. with fence to the Southeast corner of this tract;

Thence N. 72-45 E. 961.6 vrs. with a dim fence line to an inner Southerly corner on the West line of said Cadenhead Survey;

Thence S. 18-26 W. 297.4 vrs. with fence to an outer Southerly corner of this tract;

Thence N. 71-3 7 W. 1884.7 vrs. to the Southwest corner of this tract, and the Southeast corner of said 5.302 acre land tract;

Thence N. 18-23 E. 344.9 vrs. with fence to an inner Westerly corner;

Thence N. 71-37 W. 88.9 vrs. with fence to a stake on the West line of said Davis Survey;

Thence N. 20-29 E. 609.0 vrs. to the point of Beginning, and calculated to contain 527.98 acres of land.



**FILED FOR RECORD  
AT 2:00 O'CLOCK P M**

JAN 2 2020

*Ruby Lesley*  
Clerk, County Court Comanche Co., Texas

*Cima*  
*(6) 4600*

**FILED**  
AT 2:00 O'CLOCK P M  
ON THE 2<sup>ND</sup> DAY OF January  
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., Texas

VOL. 1065 PAGE 125  
RECORDED 01-03-2020

*Cima*

Attachment E

THE STATE OF TEXAS  
COUNTY OF COMANCHE

Consent to Irrigate:

This agreement is made on the 14 day of May, 2020 between landowner CONARGO, LLC and irrigator, Natural Dairy Grower Land, LP. CONARGO, LLC does hereby grant authorization to Natural Dairy Grower Land, LP to irrigate on all tracts of land owned by CONARGO, LLC outlined in the warranty deed(s) included in (Attachment E).

This agreement shall remain in effect until either ownership of the land changes or either party submits written notice that they wish to terminate the agreement.

Frank Volleman for Natural Dairy Grower Land, LP.  
Frank Volleman for Natural Dairy Grower Land, LP

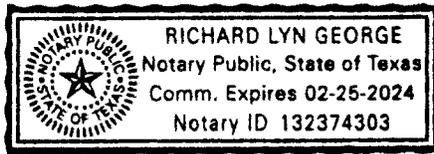
Marcel Volleman for CONARGO, LLC  
Marcel Volleman for CONARGO, LLC

STATE OF TEXAS  
COUNTY OF Comanche

I, the undersigned Notary Public in and for said County and State, hereby certify that Frank Volleman & Marcel Volleman whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, [he or she] executed the same voluntarily.

GIVEN under my hand and seal this 14 day of May, 2020.

[Signature]  
Notary Public  
My Commission Expires: February 25<sup>th</sup>, 2024





## Franchise Tax Account Status

As of : 06/15/2018 16:27:11

**This Page is Not Sufficient for Filings with the Secretary of State**

### CONARGO, LLC

**Texas Taxpayer Number** 32036927013

**Mailing Address** 1741 COUNTY ROAD 353 DUBLIN, TX 76446-6045

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 05/01/2008

**Texas SOS File Number** 0800972421

**Registered Agent Name** MARCEL H. VOLLEMAN

**Registered Office Street Address** 1741 CR 353 DUBLIN, TX 76446



## Public Information Report

### Public Information Report

**CONARGO, LLC**

Report Year :2013

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov) or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

<b>Title</b>	<b>Name and Address</b>
DIRECTOR	<b>MARCEL H VOLLEMAN</b> 1741 CR 353 DUBLIN, TX 76446
MANAGING M	<b>MARCEL H VOLLEMAN</b> 1741 CR 353 DUBLIN, TX 76446

 COPY

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** JUNE 29, 2017

**GRANTOR:** LARRY ADAMS, Trustee of the ARLENE DENNING TRUST, created under Instrument dated April 1, 2013

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):** P.O. BOX 172, GUSTINE, COMANCHE COUNTY, TEXAS 76445

**GRANTEE:** CONARGO, LLC, A Texas Limited Liability Company

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):** P.O. BOX 35, DUBLIN, ERATH COUNTY, TEXAS, 76446

**CONSIDERATION:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and in further consideration that Grantee herein has executed and delivered two (2) notes of even date and referred to as the first-lien note and the second-lien note. The first-lien note is payable to the order of Central Texas Land Bank, FLCA, in the original principal sum of \$727,500.00 The first lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Central Texas Land Bank, FLCA, and by a first-lien deed of trust of even date from Conargo, LLC, A Texas Limited Liability Company, as Grantor, to Boyd J. Chambers, Trustee. The second-lien note is payable to the order of Arlene Denning Trust, in the original principal sum of \$478,624.59. The second-lien note is secured by a second and inferior vendor's lien against, and superior title to, the Property retained in this deed and is also secured by a second-lien deed of trust of even date from Conargo, LLC, A Texas Limited Liability Company as Grantor, to Scott D. Allen, Trustee.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

All that certain lot, tract, or parcel of land being 330.43 acres, out of the A. McCaleb Survey, Abstract Number 664 and the A. Estes Survey, Abstract Number 286, Comanche County, Texas, and being more particularly described in Exhibit A, attached hereto and fully incorporated herein for all purposes.

,together with: a) all improvements and fixtures attached to the real property; b) all access rights and easement rights, claims, and permits; c) all cooperative or association memberships; d) all rights, title and interest of Grantor in and to all water located beneath and on the surface of the real property, together with all related water rights; e) all privileges and appurtenances pertaining to the real property; and f) strips or gores adjoining said real property.

**RESERVATIONS FROM CONVEYANCE: NONE**



**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- 1) Right of Way granted by R.M. Daniel to E.W. Strickland, by instrument dated September 19, 1934, recorded at Volume 200, page 90, Deed Records of Comanche County, Texas.
- 2) Right of Way granted by R.M. Daniel et al to the State of Texas for channel easement appurtenant to highway, by instrument dated March 14, 1952, recorded at Volume 270, page 95, Deed Records of Comanche County, Texas.
- 3) Right of Way granted by Lilla Daniel to General Telephone Company, by Instrument dated February 21, 1961 and recorded at Volume 306, page 115, Deed Records of Comanche County, Texas.
- 4) Easement dated September 14, 1999, executed by Grace Adams to Comanche County Electric Cooperative Association recorded in Volume 783, page 322, Deed Records of Comanche County, Texas.
- 5) Easement dated February 20, 2007, executed by Grace Adams to Comanche County Electric Cooperative Association, recorded in Volume 892, page 522, Deed Records of Comanche County, Texas.
- 6) Easement dated May 7, 1998, executed by Grace Adams to Comanche County Electric Cooperative Association, recorded in Volume 769, page 361, Deed Records of Comanche County, Texas.
- 7) Easement dated December 19, 1997, executed by Grace Adams to Comanche County Electric Cooperative Association, recorded in Volume 762, page 5, Deed Records of Comanche County, Texas.
- 8) Easement dated September 30, 1997, executed by Grace Adams to Comanche County Electric Cooperative Association, recorded in Volume 760, page 345, Deed Records of Comanche County, Texas.
- 9) Easement dated March 11, 1997, executed by Grace Adams to Comanche County Electric Cooperative Association, recorded in Volume 752, page 246, Deed Records of Comanche County, Texas.
- 10) Easement dated March 22, 1996, executed by Grace Adams to Comanche County Electric Cooperative Association, recorded in Volume 740, page 470, Deed Records of Comanche County, Texas.
- 11) Lease Agreement from Grace Adams to Capitol Towers, LTD., dated December 15, 2007, recorded in Volume 899, page 154, Deed Records of Comanche County, Texas.
- 12) Agreement between Grace Adams and GTP Towers I, LLC, dated December 19, 2008, recorded in Volume 910, page 497, Deed Records of Comanche County, Texas.
- 13) Assignment of Lease from Capitol Towers, LTD., to GTP Towers I, dated December 19, 2008, recorded in Volume 972, page 340, Deed Records of Comanche County, Texas.
- 14) Assignment of lease from GTP Towers I, LTD., to GTP Acquisitions Partners I, dated February 4, 2015, recorded in Volume 991, page 313, Deed Records of Comanche County, Texas.

- 15) Assignment of Lease from GTP Acquisitions Partners I to GTP Acquisitions Partners II, dated November 11, 2015, recorded in Volume 993, page 127, Deed Records of Comanche County, Texas.
- 16) Deed of Trust dated March 26, 2015, executed by DCS Towers Sub, LLC, GTP Acquisition Partners II, LLC to Walter A. Wilson, Trustee, for the benefit of The Bank of New York Mellon, recorded in Volume 399, page 286, Deed of Trust Records of Comanche County, Texas.
- 17) Deed of Trust dated February 4, 2015, executed by GTP Acquisition Partners II, LLC to William Z. Fairbanks, Jr., Trustee, for the benefit of The Bank of New York Mellon, recorded in Volume 397, Page 484, Deed of Trust Records of Comanche County, Texas.

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

The vendor's lien against and superior title to the Property are retained until the Real Estate Lien Note described above is fully paid according to its terms, at which time this deed will become absolute.

Central Texas Land Bank, FLCA, at Grantee's request, has paid in cash to Grantor, that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Central Texas Land Bank, FLCA, and are transferred and assigned to Central Texas Land Bank, FLCA without recourse on Grantor to secure the first-lien note. The second and inferior vendor's lien against and superior title to the Property are retained for the benefit of Arlene Denning Trust to secure the second-lien note. Arlene Denning Trust agrees that the second and inferior vendor's lien against and superior title to the Property are and will remain subordinate and inferior to all liens securing the first-lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first-lien note or the liens securing it.

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



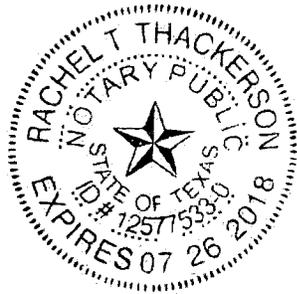
LARRY ADAMS, Trustee of the ARLENE DENNING TRUST, created under Instrument dated April 1, 2013

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 20<sup>th</sup> day of June, 2017, by LARRY ADAMS, Trustee of the ARLENE DENNING TRUST, created under Instrument dated April 1, 2013.



*Rachel Thackerston*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
COWBOY COUNTRY TITLE  
1915-A West Washington  
Stephenville, Texas 76401

EXHIBIT A

Being 330.43 acres of land, situated in Comanche County, Texas, of which 230.66 acres is out of the A. McCALB SURVEY, ABSTRACT NUMBER 664, and the remaining 99.77 acre is out of the A. ESTES SURVEY, ABSTRACT NUMBER 286, and being out of a 335.70 acre tract of land that is described in a deed from Grace Olona Adams, to Larry W. Adams, Trustee, recorded in Volume 762 at Page 61, Deed Records of Comanche County, Texas, and being out of a 74.5 acre Second Tract and a 1 acre Seventh Tract, that is described in a deed from Grace Olona Adams, to Larry W. Adams, Trustee, recorded in Volume 962 at Page 56, said Deed Records, and further described as follows:

**BEGINNING**, at a 1/2 inch iron rod set, at the intersection of the East Right of Way line of P. M. Highway 1702, and the North Right of Way line of State Highway 36, and being the Southwest corner of said 335.70 acre tract, for the Southwest corner of this tract;

**THENCE**, with the East Right of Way line of P. M. Highway 1702, as follows, N 18° 12' 19" E 1612.89 feet, to a 1/2 inch iron rod set, with the arc of a curve to the right having a Radius of 1867.08 feet, an Arc length of 431.77 feet, and being subtended by a Chord of N 24° 49' 49" E 430.81 feet, to a 1/2 inch iron rod set, N 31° 27' 19" E 232.10 feet, to a 1/2 inch iron rod set, with the arc of a curve to the left having a Radius of 1949.86 feet, an Arc length of 501.96 feet, and being subtended by a Chord of N 24° 04' 49" E 500.58 feet, to a 1/2 inch iron rod set, N 16° 42' 19" E 2349.44 feet, to a 1/2 inch iron rod set, and N 17° 10' 19" E 1053.51 feet, to a point in the center bed of the Leon River, from which a reference 3/4 inch iron rod set, on the South bank, bears S 17° 10' 19" N 44.38 feet, for the Northwest corner of this tract;

**THENCE**, with the center bed of the Leon River, as follows, S 41° 51' 54" E 111.89 feet, to a point, S 03° 59' 22" E 24.93 feet, to a point, S 21° 14' 58" W 115.98 feet, to a point, S 26° 57' 34" W 136.25 feet, to a point, S 30° 26' 03" E 179.43 feet, to a point, S 56° 24' 31" E 125.13 feet, to a point, N 66° 08' 00" E 71.64 feet, to a point, N 83° 12' 28" E 149.95 feet, to a point, S 83° 32' 19" E 93.29 feet, to a point, S 86° 19' 58" E 76.90 feet, to a point, N 71° 24' 59" E 200.71 feet, to a point, S 74° 22' 04" E 37.08 feet, to a point, S 46° 55' 46" E 38.46 feet, to a point, S 27° 47' 07" E 59.40 feet, to a point, S 04° 37' 55" W 110.99 feet, to a point, N 89° 39' 18" E 134.84 feet, to a point, S 79° 21' 01" E 139.65 feet, to a point, N 73° 40' 30" E 181.26 feet, to a point, N 77° 40' 07" E 80.77 feet, to a point, N 56° 37' 44" E 136.74 feet, to a point, N 36° 44' 23" E 75.21 feet, to a point, N 71° 11' 11" E 102.75 feet, to a point, S 66° 06' 12" E 34.47 feet, to a point, S 45° 39' 46" E 47.70 feet, to a point, S 33° 35' 52" E 64.85 feet, to a point, S 64° 55' 29" E 71.13 feet, to a point, S 72° 12' 30" E 221.60 feet, to a point, N 77° 36' 17" E 214.87 feet, to a point, S 80° 47' 19" E 95.21 feet, to a point, S 80° 18' 52" E 13.73 feet, to a point, S 16° 14' 44" E 106.61 feet, to a point, S 05° 21' 49" W 83.09 feet, to a point, S 45° 39' 51" E 125.68 feet, to a point, and S 72° 39' 50" E 151.07 feet, to a point in the East line of said 1 acre tract, and being the Northwest corner of a 219 acre tract of land that is described in a deed to Larry Adams, recorded in Volume 783 at Page 446, said Deed Records, from which a reference 3 inch pipe post on the South bank, bears S 17° 45' 41" W 50.00 feet, for the Northeast corner of this tract;

**THENCE**, S 17° 45' 41" W 205.24 feet, part way with a fence, to a 3 pipe post, S 02° 16' 29" W 19.78 feet, with a fence, to a 3 pipe post, S 16° 52' 45" W 578.38 feet, with a fence, to a 3 pipe post, S 16° 57' 58" W 595.98 feet, with a fence, to a 3 pipe post, S 17° 57' 21" W 561.73 feet, with a fence, to a 3 pipe post, S 42° 49' 10" W 54.71 feet, to a 1/2 inch iron rod set, S 06° 10' 39" W 236.70 feet, to a 3 pipe post, S 17° 18' 08" W 1011.27 feet, with a fence, to a 3 pipe post, N 77° 36' 28" W 10.96 feet, to a 3 pipe post, S 17° 28' 05" W 527.64 feet, to a 3 inch pipe post, and S 31° 40' 27" E 6.99 feet, to a 3 pipe post found in the East line of said 335.70 acre tract, and being the Southwest corner of said 219 acre tract, and being the Northwest corner of a 77.04 acre tract of land that is described in a deed to Joe David McKee, Jr., recorded in Volume 825 at Page 180, said Deed Records, for a corner of this tract;

**THENCE**, with a fence, along the East line of said 335.70 acre tract, and the West line of said 77.04 acre tract, as follows, S 17° 29' 50" W 326.03 feet, to a 20 inch pecan tree, N 80° 03' 29" W 140.06 feet, to a 22 inch pecan tree, S 58° 56' 32" W 111.71 feet, to a 1/2 inch iron rod set, N 64° 02' 59" W 162.25 feet, to a 42 inch pecan tree, S 26° 10' 37" W 133.98 feet, to a 30 inch pecan tree, S 53° 38' 18" W 69.19 feet, to a 23 inch pecan tree, S 61° 41' 26" W 208.26 feet, to a 1/2 inch iron rod set, N 68° 30' 48" W 237.14 feet, to a 1/2 inch iron rod set, N 84° 15' 33" W 152.61 feet, to a 1/2 inch iron rod set, S 60° 31' 38" W 164.78 feet, to a 1/2 inch iron rod set, S 85° 04' 24" W 61.16 feet, to a 30 inch pecan tree, S 79° 11' 31" W 107.03 feet, to a 1/2 inch iron rod set, S 61° 04' 00" W 132.62 feet, to a 32 inch pecan tree, S 56° 16' 35" W 111.31 feet, to a 1/2 inch iron rod set, S 30° 23' 00" W 120.98 feet, to a 30 inch pecan tree, S 11° 11' 55" W 100.94 feet, to a 18 inch pecan tree, S 35° 41' 03" E 65.95 feet, to a 26 inch pecan tree, S 64° 30' 02" E 91.31 feet, to a 1/2 inch iron rod set, S 15° 36' 31" E 122.20 feet, to a 1/2 inch iron rod set, S 03° 10' 41" W 59.78 feet, to a 24 inch pecan tree, S 20° 02' 37" E 282.47 feet, to a 1/2 inch iron rod set, and S 49° 50' 56" W 172.27 feet, to a 1/2 inch iron rod set in the North Right of Way line of State Highway 36, for the Southeast corner of this tract;

**THENCE**, with the North Right of Way line of State Highway 36, as follows, N 83° 13' 50" W 629.09 feet, to a concrete marker, N 06° 46' 10" E 131.36 feet, to a 1/2 inch iron rod set, N 83° 13' 50" W 197.38 feet, to a 1/2 inch iron rod set, S 06° 46' 10" N 101.22 feet, to a concrete marker, and N 77° 37' 50" W 1001.81 feet, to the point of beginning and containing 330.43 acres of land.

542.00  
Cowboy Country Title

FILED FOR RECORD  
AT 10:30 O'CLOCK A.M.  
AUG 4 2017  
*Ruby Lesley*  
Clerk, County Court Comanche Co., Texas

FILED  
AT 10:30 O'CLOCK A.M.  
ON THE 4<sup>th</sup> DAY OF August  
A.D. 2017.

*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., Texas

VOL. 1027 PAGE 180  
RECORDED 08-07-2017

w:  
Cowboy Country Title

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** JUNE 29, 2017

**GRANTOR:** LARRY ADAMS and wife, SHERI ADAMS

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):** P.O. BOX 172, GUSTINE, COMANCHE, TEXAS 76455

**GRANTEE:** CONARGO, LLC, A Texas Limited Liability Company

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):** P.O. BOX 35, DUBLIN, ERATH COUNTY, TEXAS, 76446

**CONSIDERATION:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and in further consideration that Grantee herein has executed and delivered to Central Texas Land Bank, FLCA, a Real Estate Lien Note of even date herewith, payable to the order of Central Texas Land Bank, in the original principal sum of \$727,500.00, the payment of which Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Central Texas Land Bank, FLCA and by a first-lien deed of trust of even date from Conargo, LLC, A Texas Limited Liability Company, as Grantor, to Boyd J. Chambers, Trustee.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

All that certain lot, tract, or parcel of land being 59.66 acres, out of the C. Howard Survey, Abstract Number 443, Comanche County, Texas, and being more particularly described in Exhibit A, attached hereto and fully incorporated herein for all purposes.

,together with: a) all improvements and fixtures attached to the real property; b) all access rights and easement rights, claims, and permits; c) all cooperative or association memberships; d) all rights, title and interest of Grantor in and to all water located beneath and on the surface of the real property, together with all related water rights; e) all privileges and appurtenances pertaining to the real property; and f) strips or gores adjoining said real property.

**RESERVATIONS FROM CONVEYANCE:** NONE

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- 1) Easement dated March 20, 1999, executed by Rita Thompson to Comanche County Electric Cooperative Association, recorded in Volume 779, Page 137, Deed Records of Comanche County, Texas.
- 2) Right of Way Easement from C.R. Rinehart, et ux to General Telephone of the Southwest, dated October 29, 1964, recorded in Volume 322, page 137, Deed Records of Comanche County, Texas.



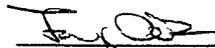
- 3) Mineral Reservation as described in Warranty Deed dated October 3, 1984, executed by Ralph S. Bridwell, et ux to Mike Langford, et al, recorded in Volume 585, Page 176, Deed Records of Comanche County, Texas.
- 4) Amended Water Permit dated June 23, 2003, recorded in Volume 3, Page 419, Water Permit Records of Comanche County, Texas.

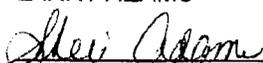
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee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

The vendor's lien against and superior title to the Property are retained until the Real Estate Lien Note described above is fully paid according to its terms, at which time this deed will become absolute.

Central Texas Land Bank, FLCA, at Grantee's request, has paid in cash to Grantor, that portion of the purchase price of the Property that is evidenced by the Note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Central Texas Land Bank, FLCA, and are transferred and assigned to Central Texas Land Bank, FLCA without recourse against Grantor.

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

  
 \_\_\_\_\_  
 LARRY ADAMS

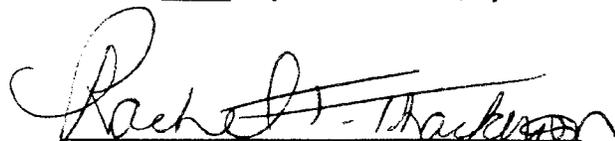
  
 \_\_\_\_\_  
 SHERI ADAMS

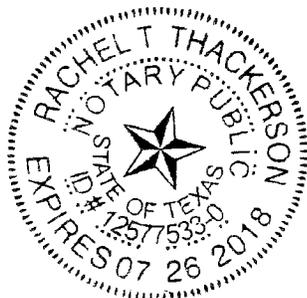
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 29<sup>th</sup> day of June, 2017, by LARRY ADAMS.

  
 \_\_\_\_\_  
 Notary Public, State of Texas

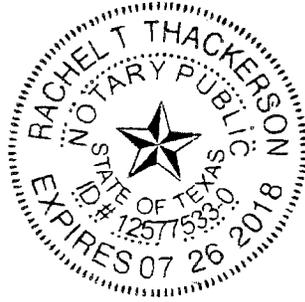


ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 20<sup>th</sup> day of June, 2017, by SHERI ADAMS.



*Rachel T. Thacker*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
COWBOY COUNTRY TITLE, LLC  
1915-A, West Washington,  
Stephenville, Texas 76401

## EXHIBIT A

Being 59.66 acres of land, situated in Comanche County, Texas, out of the C. HOWARD SURVEY, ABSTRACT NUMBER 443, and being out of a 206.75 acre tract of land that is described in a deed from Rita M. Thompson, et vir, to Larry W. Adams, recorded in Volume 785 at Page 306, Deed Records of Comanche County, Texas, and further described as follows;

**BEGINNING**, at a 1/2 inch iron rod set in the East Right of Way line of F. M. Highway 1702, and being in the South line of said 206.75 acre tract, and being the occupied Northwest corner of a 74.5 acre Second Tract, that is described in a deed from Grace Olena Adams, to Larry W. Adams, Trustee, recorded in Volume 962 at Page 56, said Deed Records, for the Southwest corner of this tract;

**THENCE**, N 14° 55' 19" E 1303.61 feet, with the East Right of Way line of F. M. Highway 1702, to a 1/2 inch iron rod set, for the Northwest corner of this tract;

**THENCE**, S 64° 42' 28" E 396.04 feet, to a 1/2 inch iron rod set, N 77° 47' 42" E 95.34 feet, to a 16 inch pecan tree, N 60° 17' 43" E 319.88 feet, to a 3 pipe post, S 56° 37' 37" E 20.86 feet, with a fence, to a 3 pipe post, S 62° 31' 08" E 99.47 feet, with a fence, to a 3 pipe post, S 65° 08' 10" E 116.50 feet, with a fence, to a 3 pipe post, S 31° 44' 30" E 138.30 feet, with a fence, to a 2 pipe post, S 33° 40' 04" E 375.23 feet, with a fence, to a 2 pipe post, S 05° 35' 58" W 82.48 feet, with a fence, to a 3 pipe post, and S 48° 17' 01" E 1085.72 feet, with a fence, to a 3 pipe post found in the East line of said 206.75 acre tract, for the Northeast corner of this tract;

**THENCE**, S 16° 34' 11" W 611.98 feet, with a fence, along the East line of said 206.75 acre tract, to a 1/2 inch iron rod set at the Southeast corner of said 206.75 acre tract, and being in the North line of said 74.5 acre tract, for the Southeast corner of this tract;

**THENCE**, N 73° 13' 55" W 2281.81 feet, with a fence, along the South line of said 206.75, and the North line of said 74.5 acre tract, to the point of beginning and containing 59.66 acres of land.

④ 38.00  
Cowboy Country Title

FILED FOR RECORD  
AT 10:30 O'CLOCK A.M.  
AUG 4 2017

*Ruby Lesley*  
County Clerk, Comanche Co., Texas

FILED

AT 10:30 O'CLOCK A.M.  
ON THE 4<sup>th</sup> DAY OF August  
A.D., 2017.

*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., Texas

VOL. 1057 PAGE 176  
RECORDED 08-07-2017

encl: Cowboy Country Title

THE STATE OF TEXAS  
COUNTY OF COMANCHE

**Consent to Irrigate:**

This agreement is made on the 14 day of May, 2020 between landowner Frank Volleman Family, LP and irrigator, Natural Dairy Grower Land, LP. Frank Volleman Family, LP does hereby grant authorization to Natural Dairy Grower Land, LP to irrigate on all tracts of land owned by Frank Volleman Family, LP outlined in the warranty deed(s) included in (Attachment E).

This agreement shall remain in effect until either ownership of the land changes or either party submits written notice that they wish to terminate the agreement.

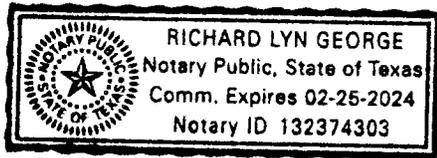
F. Volleman for Frank Volleman Family L.P.  
Frank Volleman for Frank Volleman Family, LP

F. Volleman for Natural Dairy Grower Land L.P.  
Frank Volleman for Natural Dairy Grower Land, LP

STATE OF TEXAS  
COUNTY OF Comanche

I, the undersigned Notary Public in and for said County and State, hereby certify that Frank Volleman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, [he or she] executed the same voluntarily.

GIVEN under my hand and seal this 14 day of May, 2020.



[Signature]  
Notary Public  
My Commission Expires:  
February 25, 2024



## Franchise Tax Account Status

As of : 12/18/2019 15:35:22

**This page is valid for most business transactions but is not sufficient for filings with the Secretary of State**

### FRANK VOLLEMAN FAMILY, LP

**Texas Taxpayer Number** 32045916197

**Mailing Address** 600 COUNTY ROAD 252 GUSTINE, TX 76455-5704

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 01/01/2012

**Texas SOS File Number** 0801516782

**Registered Agent Name** FRANK VOLLEMAN

**Registered Office Street Address** 600 CR 252 GUSTINE, TX 76455

# Public Information Report

**Public Information Report**  
**FRANK VOLLEMAN FAMILY, LP**  
Report Year :2019

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov) or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

Title	Name and Address
GENERAL PA	<b>VOLLEMAN MANAGEMENT (GP), LLC</b> 600 CR 252 GUSTINE, TX 76455



## Franchise Tax Account Status

As of : 12/18/2019 15:36:54

**This page is valid for most business transactions but is not sufficient for filings with the Secretary of State**

### **VOLLEMAN MANAGEMENT (GP), LLC**

**Texas Taxpayer Number** 32045916320

**Mailing Address** 600 COUNTY ROAD 252 GUSTINE, TX 76455-5704

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 01/01/2012

**Texas SOS File Number** 0801516762

**Registered Agent Name** FRANK VOLLEMAN

**Registered Office Street Address** 600 CR 252 GUSTINE, TX 76455

# Public Information Report

**Public Information Report**  
**VOLLEMAN MANAGEMENT (GP), LLC**  
Report Year :2018

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov) or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

<b>Title</b>	<b>Name and Address</b>
MEMBER	<b>ANNETTE VOLLEMAN</b> 600 CR 252 GUSTINE, TX 76455
MEMBER	<b>FRANK VOLLEMAN</b> 600 CR 252 GUSTINE, TX 76455

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

ASSUMPTION WARRANTY DEED

DATE: DECEMBER 29, 2011, but effective JANUARY 1, 2012
GRANTOR: FRANK VOLLEMAN and wife, ANNETTE VOLLEMAN
GRANTOR'S MAILING ADDRESS: 600 CR 252, GUSTINE, COMANCHE COUNTY, TEXAS 76455
GRANTEE: FRANK VOLLEMAN FAMILY, LP, A Texas Limited Partnership
GRANTEE'S MAILING ADDRESS: 600 CR 252, GUSTINE, COMANCHE COUNTY, TEXAS 76455

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed and for which no liens are either retained or implied and Grantee's assumption of and agreement to pay, according to the terms of each note, the following:

(1) The unpaid principal and earned interest as of January 1, 2012, on that certain Loan Commitment Note in the original principal sum of THREE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,100,000.00) dated April 23, 2003, executed by Frank Volleman and wife, Annette Volleman, payable to the order of Wells Fargo Bank, National Association. The note is secured by a Deed of Trust dated April 23, 2003 executed by Frank Volleman and wife, Annette Volleman, as Grantor, in favor of Wells Fargo Bank, National Association, recorded in Volume 275, Page 379, Deed of Trust Records of Comanche County, Texas; said Note and lien being modified by that certain 2004 Renewal, Extension and Modification Agreement dated April 14, 2004 and recorded in Volume 843, Page 375, Deed Records of Comanche County, Texas; and modified by that certain Renewal, Extension and Modification Agreement dated May 6, 2009 given Clerk's Document No. 1213, and recorded in Volume 914, Page 307, Deed Records of Comanche County, Texas; and modified by that certain Third Renewal, Extension and Modification Agreement Regarding 2003 Deed of Trust dated May 31, 2011, given Clerk's Document No. 1155 and recorded in Volume 937, Page 391, Deed Records of Comanche County, Texas; and modified by that certain Fourth Renewal, Extension and Modification Agreement Regarding 2003 Deed of Trust dated December 29, 2011 to be effective January 1, 2012 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Deed Records of Comanche County, Texas.

(2) The unpaid principal and earned interest as of January 1, 2012, on that certain Loan Commitment Note in the original principal sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,550,000.00) dated April 14, 2004, executed by Frank Volleman and wife, Annette Volleman, payable to the order of Wells Fargo Bank, National Association. The note is secured by a Deed of Trust dated April 14, 2004 executed by Frank Volleman and wife, Annette Volleman, as Grantor, in favor of Wells Fargo Bank, National Association, recorded in Volume 285, Page 484, Deed of Trust Records of Comanche County, Texas; said Note and lien being modified by that certain 2005 Renewal, Extension and Modification Agreement dated May 31, 2005 and recorded in Volume 863, Page 188, Deed Records of Comanche County, Texas; and modified by that certain Renewal, Extension and Modification Agreement dated May 6, 2009 given Clerk's Document No. 1212, and recorded in Volume 914, Page 301, Deed Records of Comanche County, Texas; and modified by that certain Third Renewal, Extension and Modification Agreement Regarding 2004 Deed of Trust dated May 31, 2011, given Clerk's Document No. 1155 and recorded in Volume 937, Page 391, Deed Records of Comanche County, Texas.



and modified by that certain Fourth Renewal, Extension and Modification Agreement Regarding 2004 Deed of Trust dated December 29, 2011 to be effective January 1, 2011 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Deed Records of Comanche County, Texas.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

**TRACT ONE:**

All that certain lot, tract, or parcel of land being 331.62 acres, out of the W.H. Murray Survey, Abstract No. 383 and the J.H. Brown Survey, Abstract No. 59, Comanche County, Texas, and being more particularly described as Tract One in Exhibit A, attached hereto and fully incorporated herein for all purposes.

**TRACT TWO:**

All that certain lot, tract, or parcel of land being 131.40 acres, out of the Thomas Y. Gilbert Survey, Abstract No. 383, Comanche County, Texas, SAVE AND EXCEPT, 86.29 acres, out of the Thomas Y. Gilbert Survey, Abstract No. 383, Comanche County, Texas, and being more particularly described as Tract Two in Exhibit A, attached hereto and fully incorporated herein for all purposes.

**TRACT THREE:**

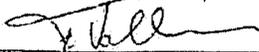
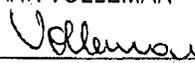
All that certain lot, tract, or parcel of land being 4.20 acres, out of the Thomas Y. Gilbert Survey, Abstract No. 383, Comanche County, Texas, and being more particularly described as Tract Three in Exhibit A, attached hereto and fully incorporated herein for all purposes.

**RESERVATIONS FROM CONVEYANCE: NONE**

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, all oral and written leases, mineral interests outstanding in persons other than Grantor, and other instruments that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; and taxes for 2011, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

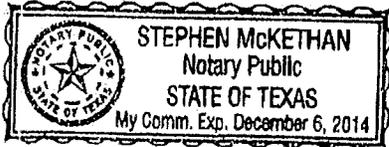
  
\_\_\_\_\_  
FRANK VOLLEMAN  
  
\_\_\_\_\_  
ANNETTE VOLLEMAN

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 29<sup>th</sup> day of December, 2011, by FRANK VOLLEMAN.



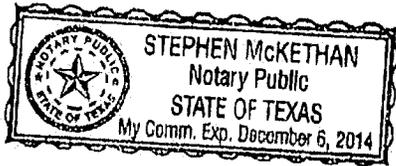
*Stephen McKethan*  
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 29<sup>th</sup> day of December, 2011, by ANNETTE VOLLEMAN.



*Stephen McKethan*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
THE ALLEN FIRM, P.C.  
A Texas Professional Corporation  
181 South Graham Street  
Stephenville, Texas 76401

EXHIBIT A

**TRACT ONE:**

All that certain 331.62 acre tract of land, being part of the W. H. Murray Survey, Abstract No. 383, and part of the J. H. Brown Survey, Abstract No. 59, in Comanche County, Texas, being all of Parcel One, being described as First Tract of 220 acres, Second Tract of 28 2/3 acres and Third Tract as 1 acre and all of Parcel Two of 80.71 acres of land, all being described in deed from Cecil M. Neel, et ux Jewell D. Neel to W. R. Surface, et ux, Elsie J. Surface, dated February 7, 1992, and recorded in Volume 691, Page 363 of the Deed Records of Comanche County, Texas, and described in one tract as follows:

**BEGINNING** at the intersection of the centerline of the South Leon River and the west line of the T. Y. Gilbert Survey, being the NW corner of the W. R. Surface 80.71 acre tract, for a corner of this tract, from which an iron rod found at a fence corner post at the NW corner of the T. Y. Gilbert Survey bears N 18° 35' 13" E, 1069.75'

**THENCE** down the center of the said river, being along the west lines of said 80.71 acre tract and east lines of a 129.93 acre tract described as a save and except in deed to W. R. Surface as follows, N 71° 20' 31" E, 26.20', N 48° 48' 56" E, 230.84', N 41° 21' 41" E, 154.47', N 68° 56' 40" E, 103.27', N 88° 42' 06" E, 65.16', S 40° 13' 49" E, 55.31', S 10° 36' 30" E, 80.58', S 28° 22' 05" W, 390.45', S 05° 41' 30" E, 210.53', S 38° 28' 43" E, 85.06', S 21° 58' 51" E, 206.42', S 27° 37' 49" E, 114.79', N 68° 12' 29" E, 105.78', N 15° 10' E, 171.76', N 24° 42' 51" W, 141.64', N 16° 13' W 95.76', N 22° 42' 20" E, 225.29', S 78° 06' 10" E, 102.05', N 55° 25' 34" E, 53.24', N 27° 03' 26" E, 112.94', N 01° 45' 50" W, 95.32', N 17° 32' 04" E, 122.56', N 32° 53' 43" E, 133.36', N 54° 09' 36" E, 210.91', N 24° 08' 50" E, 59.21', N 25° 05' 45" W, 133.72', N 89° 53' 19" W, 74.27', N 66° 39' 01" W, 56.95', N 34° 44' 08" W, 218.63', N 21° 24' 02" W, 131.94', N 50° 18' 44" E, 249.04', N 89° 53' 44" E, 60.0', S 66° 45' 26" E, 143.75', S 89° 57' 39" E, 105.05' to the intersection of the mouth of Wildcat Branch, being the SE corner of said 129.93 acre tract and the SW corner of a 1.36 acre tract, N 89° 13' 30" E, 160.45', and S 13° 40' 38" E, 59.68' to the SE corner of said 1.36 acre tract, for a corner of this tract;

**THENCE** S 53° 18' 43" W, 13.43' to an inner corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 27° 39' 47" W along a fence line, 175.97' to an iron rod found at a fence corner post at an inner corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 63° 35' 20" E along a fence line, 106.66' to an iron rod found at a corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 65° 37' 03" E, 73.93' to a point in centerline of the Leon River, for a corner of this tract;

**THENCE** down the center of the Leon River as follows, S 66° 01' 26" E, 118.56', S 43° 18' 32" E, 60.12', S 78° 24' 48" E, 175.25', and N 44° 22' 31" E, 113.86' to an external corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 73° 55' 16" E, at 50.66' pass an iron rod found at a fence corner post on the east bank of said River, continuing along a fence line in all 376.42' to an iron rod found at a fence corner post at a corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 12° 26' 05" E along a fence line and extension thereof, 250.67' to an iron rod found at an inner corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 78° 01' 58" E, 422.43' to an iron rod found at a fence corner post at the NE corner of said 80.71 acre tract, for the NE corner of this tract;

**THENCE** S 24° 44' 40" W along a fence line, 1595.60' to an iron rod found at a fence corner post in the north line of a County Road, being the SE corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** N 71° 44' 51" W along a fence line along the north line of said road, 514.15' to an iron rod found at a fence corner post at an inner corner of said 80.71 acre tract, for a corner of this tract;

**THENCE** S 18° 12' 47" W along the west line of said County Road, at 19.5' pass an external corner of said 80.71 acre tract and the NE corner of the W. R. Surface 220 acre tract, continuing in all 4417.79' to an iron rod set at a fence corner post at the SE corner of said 220 acre tract, for the SE corner of this tract;

**THENCE** N 71° 28' 56" W, crossing and recrossing a fence line, at 2198.93' pass the SW corner of said 220 acre tract and the SE corner of the W. R. Surface 28 2/3 acre tract, continuing in all 2406.80' to an iron rod set at a fence corner post at the SW corner of said 28 2/3 acre tract, for the SW corner of this tract;

**THENCE** N 18° 35' 02" E along a fence line, 1697.18' to an iron rod set at a fence corner post at an inner corner of said 28 2/3 acre tract, for a corner of this tract;

**THENCE** N 35° 09' 51" W along a fence line, at 322.89' pass an iron rod set at the end of said fence, continuing in all 406.88' to a point in the centerline of the Leon River, being at an external corner of said 28 2/3 acre tract, for a corner of this tract;

**THENCE** down the centerline of said River and the west lines of the W. R. Surface 28 2/3 acre tract and 1 acre tract as follows, N 62° 14' 48" E, 86.53', N 33° 22' 58" E, 187.49', N 46° 54' 33" E, 255.88', N 14° 49' 23" W, 78.95', S 88° 19' 44" W, 179.68', N 55° 42' 03" W, 226.12', N 00° 34' 32" E, 163.61', N 31° 50' 59" E, 250.98', N 23° 17' 55" E, 231.97', N 70° 01' 12" E, 117.48', N 73° 39' 13" E, 218.08', S 52° 29' 28" E, 100.79', S 77° 04' 15" E, 121.46', N 82° 39' 28" E, 278.51', N 12° 02' 56" E, 109.00', N 13° 07' 07" E, 124.86', N 03° 08' 14" W, 146.90', N 14° 10' 15" E, 304.56', N 31° 29' 47" W, 82.08', N 08° 23' 07" W, 145.64', and N 65° 20' 55" E, 280.69' to a point in the east line of the J. H. Brown Survey and west line of the T. Y. Gilbert Survey, being in the west line of said 80.71 acre tract, for a corner of this tract, being located 56.25', N 18° 35' 13" E from the SW corner of said 80.71 acre tract and NW corner of said 220 acre tract;

**THENCE** N 18° 35' 13" E along the west line of said 80.71 acre tract, crossing the Leon River, 486.88' to the place of beginning and containing 331.62 acres of land with approximately 5.53 acres being out of the W. H. Murray Survey, 30.53 acres out of the J. H. Brown Survey and 295.56 acres out of the T. Y. Gilbert Survey.

**TRACT TWO:**

All that certain lot, tract or parcel of land situated in Comanche County, Texas, out of the Thomas Y. Gilbert Survey, Abstract No. 383, containing 131.4 acres of land, described as follows;

**BEGINNING** at the NW corner of a division of said Gilbert Survey made for J. Proctor and D. D. Proctor and at the NE corner of a division of said W. J. Rollins;

**THENCE** South 19° West with Rollins East line 1035 vrs. for the SW corner of this tract;

**THENCE** South 73.5 East 728 vrs. stone set in ground on the East line Proctor Division;

**THENCE** North 19° East 1006 vrs. for the NE corner of this tract;

**THENCE** North 71° West 726 vrs. to the place of beginning.

**LESS AND EXCEPT, HOWEVER,** All that certain 86.29 acres of land, situated in Comanche

County, Texas, out of the Thomas Y. Gilbert Survey, A-383, and being part of a 131.4 acre tract of land that is described in a deed from Albert G. Leddy, Sr., et ux to Frank Volleman, et ux, recorded in Volume 776 at Page 280, Deed Records of Comanche County, Texas, and further described as follows:

**BEGINNING**, a 3 inch pipe post found in a fence corner at the Southeast corner of said 131.4 acre tract, and being the Northeast corner of a 292.238 acre tract of land that is described in Volume 784 at Page 183, said Deed Records, and being in the West line of a 435.03 acre tract of land that is described in Volume 373 at Page 384, said Deed Records, for the Southeast corner of this tract;

**THENCE**, N 74° 41' 44" W 1685.26 feet, with a fence along the South line of said 131.4 acre tract and the North line of said 393.238 acre tract, to a ½ inch iron rod found, and being in the East line of a proposed New County Road, for the Southwest corner of this tract;

**THENCE**, with the East line of said proposed New County Road, as follows, N 34° 16' 03" E 1063.11 feet, to a ½ inch iron rod found, N 26° 55' 33" E 1809.61 feet, to a ½ inch iron rod found, and N 67° 20' 08" E 61.70 feet, to a ½ inch iron rod found in the South line of Comanche County Road Number 252, for the Northwest corner of this tract;

**THENCE**, S 71° 17' 41" E 1048.62 feet, with the South line of said County Road 252, to a 3 inch pipe post found in the East line of said 131.4 acre tract and being in the West line of said 435.03 acre tract, for the Northeast corner of this tract;

**THENCE**, S 17° 48' 20" W 2774.60 feet, with the East line of said 131.4 acre tract and the West line of said 435.03 acre tract, and being along the general course of a fence, to the point of beginning and containing 86.29 acres of land.

**TRACT THREE:**

Being 4.20 acres of land, situated in Comanche County, Texas, out of the Thomas Y. Gilbert Survey, Abstract No. 383, and being part of a 392.238 acre tract of land that is described in deed from Harold R. Dillard, et al to Frank Brand, recorded in Volume 784 at Page 183, Deed Records of Comanche County, Texas, and further described as follows;

**BEGINNING** at the northwest corner of said 392.238 acre tract, and being in the center of Comanche County Road Number 252, and being the Southwest corner of a 131.4 acre tract of land that is described in a deed from Albert G. Leddy, Sr., et ux to Frank Volleman, et ux, recorded in Volume 776 at Page 280, said Deed Records, for the Northwest corner of this tract;

**THENCE** S 74° 41' 45" E at 21.00 feet pass a reference 3 inch pipe post and continue on for a total distance of 321.12 feet, to a ½ inch iron rod set in a fence on the North line of said 392.238 acre tract, and being in the South line of said 131.4 acre tract, for the Northeast corner of this tract;

**THENCE** S 32° 58' 33" W 1196.70 feet, to a point in the center of said County Road, and being in the West line of said 392.238 acre tract, from which a reference ½ inch iron rod set in a fence line bears N 32° 58' 33" E 70.98 feet, for the Southwest corner of this tract;

**THENCE** N 17° 25' 16" E 1141.00 feet, with the West line of said 392.238 acre tract and the center of said County Road, to the point of beginning and containing 4.20 acres of land, of which 0.53 of an acre is within the limits of the County Road.

FILED FOR RECORD  
AT 11:50 O'CLOCK A M

JAN 3 2012

*Ruby Lesley*  
County Clerk Comanche Co., Texas

*Chv. The Allen Firm*

Ⓢ \$31.00  
CK The Allen Firm

FILED

AT 11:50 O'CLOCK A M  
ON THE 3 DAY OF January  
A.D., 2012.

*Ruby Lesley*  
COUNTY CLERK, COMANCHE CO. TEXAS  
BY *Army Schwartz*  
DEPUTY

STATE OF TEXAS  
COUNTY OF COMANCHE

I hereby certify that this instrument was FILED  
on the date and at the time stamped herein by  
me and was duly RECORDED in the Volume and  
Page of the None  
Records of Comanche County, Texas.



*Ruby Lesley*  
County Clerk, Comanche Co., Texas

VOL. 944 PAGE 163  
RECORDED 1-4-12

THE STATE OF TEXAS  
COUNTY OF COMANCHE

Consent to Irrigate:

This agreement is made on the 11 day of May, 2020 between land lessee Natural Dairy Grower, LLC (Natural Dairy Grower Company) and irrigator, Natural Dairy Grower Land, LP. Natural Dairy Grower Company does hereby grant authorization to Natural Dairy Grower Land, LP to irrigate on all leased land owned by Larry Adams (344.3 acres) outlined in the application map (Attachment B, Site Map 3) & attached lease & warranty deed(s) included in (Attachment E).

This agreement shall remain in effect until either ownership of the land changes or either party submits written notice that they wish to terminate the agreement.

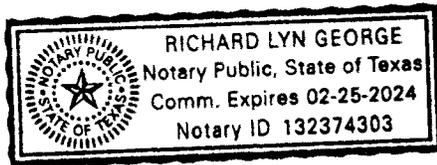
F. Volleman for Natural Dairy Grower LLC  
Frank Volleman for Natural Dairy Grower, LLC

F. Volleman for Natural Dairy Grower Land LP  
Frank Volleman for Natural Dairy Grower Land, LP

STATE OF TEXAS  
COUNTY OF Comanche

I, the undersigned Notary Public in and for said County and State, hereby certify that Frank Volleman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, [he or she] executed the same voluntarily.

GIVEN under my hand and seal this 11 day of May, 2020.



[Signature]  
Notary Public  
My Commission Expires:  
February 25<sup>th</sup>, 2024



## Franchise Tax Account Status

As of : 05/08/2020 10:53:12

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

### NATURAL DAIRY GROWER, LLC

**Texas Taxpayer Number** 32017122394

**Mailing Address** 600 COUNTY ROAD 252 GUSTINE, TX 76455-5704

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 01/05/2019

**Texas SOS File Number** 0803202804

**Registered Agent Name** FRANK VOLLEMAN

**Registered Office Street Address** 600 CR 252 GUSTINE, TX 76455

THE STATE OF TEXAS  
COUNTY OF COMANCHE

**Consent to Convey:**

This agreement is made on the 30 day of April, 2020 between land owner Larry Wayne Adams and irrigator, Natural Dairy Grower Land, LP. I, Larry Wayne Adams, do hereby grant authorization to Natural Dairy Grower Land, LP to convey irrigation water from the Leon River across any land owned by me to all tracts of land Natural Dairy Grower Land, LP is authorized to irrigate on as outlined in Attachment E.  
This agreement shall remain in effect until either ownership of the land changes or either party submits written notice that they wish to terminate the agreement.

[Signature]  
Larry Wayne Adams

[Signature]  
Natural Dairy Grower Land, LP

IN WITNESS WHEREOF, the grantor has caused this instrument to be executed and has hereto affixed grantor's hand and seal this 30 day of April, 2020.

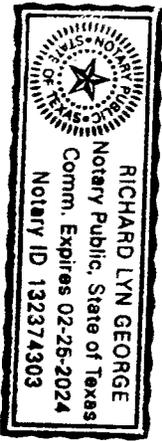
IN WITNESS WHEREOF, the grantor has caused this instrument to be executed and has hereto affixed grantor's hand and seal this 30 day of April, 2020.

STATE OF TEXAS  
COUNTY OF Erath

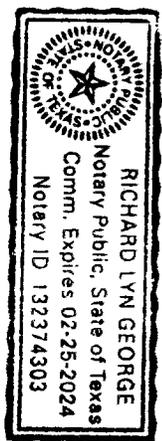
STATE OF TEXAS  
COUNTY OF Comanche

I, the undersigned Notary Public in and for said County and State, hereby certify that Larry Wayne Adams whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, [he or she] executed the same voluntarily.  
GIVEN under my hand and seal this 30 day of April, 2020.

I, the undersigned Notary Public in and for said County and State, hereby certify that Frank Williams whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, [he or she] executed the same voluntarily.  
GIVEN under my hand and seal this 30 day of April, 2020.



[Signature]  
Notary Public  
My Commission Expires: Feb 25, 2024



[Signature]  
Notary Public  
My Commission Expires: Feb 25, 2024

February 7, 2017

Lease Agreement

Lessor: Larry Adams

Lessee: Natural Dairy Grower Company

Lessor agrees to lease unto Lessee several tracts of land including:

- West Field: 53 Acres
- Livingston Field: 97 Acres
- Boucher Field: 36 Acres
- Daniels Bottom: 70 Acres
- Upper South: 37.5 Acres
- Blalack Field: 61.3 Acres
- North of House: 28 Acres
- Antenna Field: 42 Acres
- Feed Lot: 30 Acres
- McCarty by River: 40 Acres
- McCarty on Hill: 65 Acres
- 2 Daniels Fields: 60 Acres

For a total of ~~620~~ Acres.

344.3 - Currently leased

Locations on  
Site Map 3

The lease shall commence on September 19, 2016 and end in the fall of 2026, after the last crop is harvested on cultivated fields and the last cutting is done on coastal/tifton fields.

---

This lease will also included the use of 870 acre feet of Senior Water Rights.

Lessee will pay all electric costs to run wells, pivots and pumps as related to the irrigation of the leased land.

February 7, 2017

Lessor: [Signature]

Date: 2-15-17

Lessee: F. Toll for Mutual Dairy

Date: 2-7-17 Graner

Addendum to "Lease Agreement" Dated February 7, 2017

The following tracts have been removed from this lease agreement and the yearly lease has been adjusted to \$28,035.00 (\$45,540.00-\$17,505.00=\$28,035.00). All other conditions remain.

Tracts Removed:

- Boucher Field- 36 Acres (36 X \$90.00= \$3,240.00)
- Daniels Bottom- 70 Acres (70 X \$90.00= \$6,300.00)
- Upper South- 37.5 Acres (37.5 X \$90.00= \$3,375.00)
- 2 Daniels Fields- 60 Acres (60 X \$45.00= \$2,700.00)
- Antenna Field- 42 Acres (42 X \$45.00= \$1,890.00)

TOTAL: \$17,505.00

Lessor: [Signature]

Date: [Signature]

Lessee: [Signature]

Date: 11-22-17

Second Addendum to "Lease Agreement" Dated February 7, 2017

The following tract has been removed from this lease agreement and the yearly lease has been adjusted to \$26,685.00 ( $\$28,035 - \$1350 = \$26,685$ ). All other conditions remain.

Tract Removed:

- Feedlot Field -30 Acres (30ac X \$45.00 = \$1350.00)

Lessor: 

Date: 12-10-18.

Lessee: 

Date: 12-10-18.

275.5



PARCEL A cont'd

BEGINNING at the N E cor of a 33.6 acre tract formerly owned by J. H. Mayes for S E cor of this tract;

THENCE North 19 East 807 vrs. to Leon River;

THENCE up said stream with its meanderings to the West boundary line of said Berger Survey for N W cor of this tract;

THENCE South 19 West 643 vrs to a stake for S W cor of this tract;

THENCE South 71 East 350 vrs. to the place of beginning, and containing 45 acres of land, more or less, being the same land described in a deed from P. H. Hutson, et ux, to N. E. Palmer, Jr., dated January 28, 1915, recorded in Volume 102, page 320 of the Deed Records of Comanche County, Texas, to which deed and record reference is here made for all legal purposes.

SECOND TRACT:

All that certain tract or parcel of land situated in Comanche County, Texas and being a part of the J. P. Berger Survey, Abstract No. 62, and more fully described by field notes as follows:

BEGINNING at a stake in the East line of the original grant and 560 vrs North 19 East from the original S E cor of same;

THENCE North 19 East with the original East line of the grant 720 vrs to cor in the center bed of Leon River;

THENCE up said Leon River with its center bed North 55-1/2 West 120 vrs; North 86-1/2 West 115 vrs; South 81 West 100 vrs; North 3 West 62 vrs; North 45 West 82 vrs; South 88 West 108 vrs; South 80 West 90 vrs; North 14 West 88 vrs; North 21 West 35 vrs to corner in the center of the bed of said river, the same being the N E cor of the Solman Ingram 78.6 acre sub'd of said Berger Survey;

THENCE South 19 West 789 vrs. to the N W cor of the W. Z. Bolton 65.7 acre sub'd of said survey from which a P O brs S 65-1/2 E 6-2/3 vrs. another brs S 10 E 6-2/5 vrs;

THENCE South 71 East 663 vrs to the place of beginning and containing 69.1 acres of land, more or less; and being the same land described in a deed from N. E. Palmer, Jr., to J. W. Robinson dated February 10, 1919, recorded in Volume 137, page 115 of the Deed Records of Comanche County, Texas, to which deed and record reference is here made for all legal purpose

PARCEL A cont'd

The conveyance of said Parcel A is subject to the following:

- (a) Rights of the State of Texas and any agency thereof in and to any portion of the above described property lying within the bed and banks of a navigable stream;
- (b) Easements and Rights-of-Way in, upon and across the land, not of record but apparent upon the ground.

PARCEL B

TRACT ONE:

All that certain tract or parcel of land out of the Joseph R. Berger Survey, Abstract No. 62, Patent No. 589, Volume 4, dated July 17, 1848, in Comanche County, Texas, described as follows:

BEGINNING at the SW corner of said Berger Survey;

THENCE S 71° E with the S line same 1013 vrs. to the SW corner of the George T. Chappell Survey for the SE corner of this;

THENCE N 19° E with the E line Berger and W line Chappell 560 vrs. for NE corner;

THENCE N 71° W 663 vrs. for corner;

THENCE S 19° W 33 vrs. for corner;

THENCE N 71° W 350 vrs. for NW corner in W line of said Berger Survey;

THENCE S 19° W with said W line 527 vrs. to the Place of Beginning. Being the same land described in Deed from Jesse Banner, et ux to the Veterans Land Board of Texas, dated April 13, 1954, and recorded in Volume 274, Page 532, Deed Records of Comanche County, Texas.

TRACT TWO: RIGHT-OF-WAY EASEMENT

BEGINNING at the SE corner of the 98.4 acre tract described above, which is also the SE corner of the Joseph P. Berger Survey, Abstract No. 62, for the SW corner of said easement;

THENCE E with the S line of the Chappell Survey, to the SE corner thereof, in the W line of the Gustline and Hazel Dell public road right-of-way;

THENCE N with said right-of-way 30 feet for the NE corner;

THENCE W parallel with the S line of said Chappell Survey to the W line thereof and the E line of said 98.4 acre tract;

THENCE S 19° W 30 feet to the Place of Beginning. Being the same easement and right-of-way granted by Charlie Rinehart and wife, Johnnie Rinehart, and Leona Allen and husband, Jesse Allen, to Jesse Banner, by instrument dated February 23, 1954, and recorded in the Deed Records of Comanche County, Texas.

SAVE AND EXCEPT from tract one (1) of this Parcel B that certain undivided one-half (1/2) interest in the oil, gas and other minerals in and under that may be produced from said tract one(1) of this Parcel B, as heretofore reserved to Edwin R. Ware and wife, Lela Ware, their heirs and assigns, in deed dated October 19, 1984, and recorded at Vol. 585, page 461, Deed Record of Comanche County, Texas.

The conveyance of this Parcel B is SUBJECT TO easements and Rights-of-Way in, upon and across the land, not of record but apparent upon the ground.

PARCEL C

lots, tracts or parcels of land situated in Comanche County, Texas, out of the A. E. Hodge Survey, Abstract No. 426, and described as follows:  
FIRST TRACT: Being 45 acres, more or less, a part of the Alex E. Hodge Survey, and more particularly described by field notes following, to-wit: Beginning at a stake from which a P O marked H. Bears S 34 1/2 W 16-2/5 varas which beginning point is on the East line of the said A. E. Hodge Survey 835 varas N 19 E from the point where said E line crosses the Leon River.

THENCE N 19 E with said E line 261 varas mD the NE corner this tract.  
THENCE N 71 W 60 varas stone Md;  
THENCE S 19 W 260 vrs a stake for corner;  
THENCE N 71 W 320 vrs. to stone for NW corner near the E Bank of Baggett Creek;  
THENCE S 19 W 550 vrs. to SW corner on N bank of Leon;  
THENCE down said stream 180 vrs. to a Burr Oak mkd T;  
THENCE S 71 E 200 vrs to SE corner in East line of said A E Hodge Survey and elm mkd T Brs S 83 E 4-1/2 varas.  
THENCE N 19 E 660 varas to the place of Beginning.  
SECOND TRACT: 7-1/2 acres being a part of the A E Hodge Survey, lying and being situated in said Comanche County and State of Texas, and BEGINNING at the NW corner of a 45 acre tract of land, out of the said Hodge Survey for George Schwab, for SW Corner of this Survey,  
THENCE S 71 E 320 varas with line of said Schwab Survey a corner the SE corner of this Survey;  
THENCE N 19 E 132-1/3 varas a stake for nE corner of this survey S PO. mkd X bears N 37 E 14 varas;  
THENCE N 71 380 varas to center of Baggett Creek for NW corner of this survey;

THENCE down said Creek to a point in said Creek 10 varas N 19 E of Beginning;  
THENCE S 19 W 10 varas to place of beginning and containing 7-1/2 acres, more or less.

THIRD TRACT: all that certain tract or parcel of land in Comanche County, Texas and being 4.66 acres out of the A. E. Hodge Survey and beginning at the SE corner of a 45 acre tract for George Schwab;  
THENCE N 71° W 210 varas to Center Leon;  
THENCE down same S 10° E 77 varas S 74° W 51 varas. S 38° E 133 varas;  
THENCE S 71° E 60 varas, S 45° E 66 varas to East line said Hodge Survey;  
THENCE North 19° E with said line 204 varas to beginning.  
Being the same land conveyed by Joe Gaines et ux to T. E. Kelley, et ux, by deed dated December 13, 1954, recorded in Vol. 280, page 156, DRCCT.  
FOURTH TRACT: Being approximately 50 acres off of the South side of the 90 acre tract conveyed by J. N. Evans, et ux to T. E. Kelley, et ux by deed dated January 8, 1944, recorded in Vol. 223, page 98, DRCCT, which said 50 acres is described as follows, to-wit;  
BEGINNING at a stake 350.5 vrs S 19 W from the NE corner of the A. E. Hodge Survey, for the BEGINNING POINT of this tract;  
THENCE approximately 578 vrs. to twin oaks in the West line of the above mentioned 90 acres, which said point is 477 vrs S 19 W from the Northwest corner of the above mentioned 90 acre tract;  
THENCE South 19 West continuing with the West line of the said 90 acres to a corner in the channel of Baggett Creek;  
THENCE down said Baggett Creek with its meanderings to mouth of same to the N Leon River;

PARCEL C cont'd

THENCE down North Leon River to SW corner of 45 acres surveyed for George Swab;  
THENCE N 19 E 590 vrs to center of Baggett Creek;  
THENCE up said Baggett Creek with its meanderings to NW corner of 7-1/2 acres of land owned by said Swab;  
THENCE N 71 E 380 vrs. to stake for corner from which a Spanish Oak brs S 37 E 14 vrs;  
THENCE N 19 E 127 vrs to stone pile for corner;  
THENCE S 71 E 60 vrs to rock for corner;  
THENCE N 19 E 344.5 vrs to the place of beginning.

PARCEL D

56.03 acre tract of land in Comanche County, Texas, being out of and a part of the M. D. Mahoney Survey, Abstract No. 652, also being all of that certain 19.53 acre Second Tract and out of and a part of that certain 100 acre First Tract described in a deed from R. W. Neal to J. D. Allen dated December 11, 1958, and recorded in Vol. 294, page 378, of the Deed Records of Comanche County, Texas, and said 56.03 acre tract being herein described as one tract by metes and bounds as follows:

BEGINNING at an iron pin set by a concrete marker on the East line of a county road and on the East line of said First Tract, said pin being about 1325 vrs. North 19° East of and 3.6 vrs. North 71° West of the Southeast corner of said Mahoney Survey for the Southeast corner hereof;  
THENCE North 71° 10' West with a fence and at 609 vrs. pass an iron pin and concrete marker set by a corner post and then for a total distance of 665.0 vrs to a point in the center of the South Leon River and the West line of said First Tract for the Southwest corner hereof;  
THENCE with the meanderings of said center of the South Leon River and the West line of said First Tract as follows: North 24° 56' East 16.5 vrs; North 28° 33' East 41.3 vrs; North 32° 43' East 50.4 vrs; North 28° 20' East 35.1 vrs; North 0° 39' West 28.4 vrs; North 4° 36' East 20.4 vrs; North 9° 28' East 39.0 vrs.; North 7° 17' West 45.0 vrs; North 18° 52' East 20.5 vrs; North 41° 51' East 26.5 vrs; South 88° 51' East 20.7 vrs; South 85° 40' East 20.0 vrs; North 37° 27' East and at about 10 vrs. pass over the Northwest corner of said First Tract and Southwest corner of said Second Tract and then with the West line of said Second Tract for a total distance of 34.0 vrs; North 43° 51' East 16.4 vrs; North 1° West 41.1 vrs. to a point on the intersection of said centerline of the South Leon River and the South R.O.W. line of Highway No. 36 and on the Northwest corner of said Second Tract for the Northwest corner hereof;  
THENCE with the South highway R.O.W. line and North line of said Second Tract as follows: North 88° 45' East 79.0 vrs; South 86° 24' East 101.0 vrs; North 89° 34' East 87.2 vrs; North 82° 43' East 81.8 vrs; South 88° 09' East 109.8 vrs; South 83° 06' East 148.0 vrs. to an iron pin set by a corner post on the East line of a county road for the Northeast corner hereof;  
THENCE South 19° 06' West with a fence on an East line of said Second Tract and at about 150 vrs. cross a bend in said County Road for a total distance of 186 vrs. to an iron pin set on the West side of said road on an inside corner of said Second Tract for an inside corner hereof;  
THENCE South 68° 54' East 39.6 vrs. with a North line of said Second Tract across said county road to an iron pin set by a corner post on an inside corner of said Second Tract and 3.6 vrs. North 71° West from the East line of said Mahoney Tract for an inside corner hereof;  
THENCE South 19° West with the East line of a county road and on an East line of said Second Tract and at 70 vrs. pass over the Southeast corner and the Northeast corner of said First Tract and then for a total distance of 395.7 vrs. to the place of beginning, and containing 56.03 acres of land, more or less.

PARCEL D cont'd

LESS, AND EXCEPT, HOWEVER, all that certain 19.1 acre tract of land heretofore Granted, Sold and Conveyed by Grantors herein, as set out and described in Warranty Deed dated December 31, 1976, recorded in Vol. 441, Page 314, Deed Records, Comanche County, Texas.

This conveyance is SUBJECT TO the following:

- (a) Outstanding undivided one-half (1/2) of one-eighth (1/8) non-participating royalty interest reserved in Deed from L. A. Livingston et ux to R. W. Neal, Jr., dated July 15, 1952, and recorded at Vol. 268, page 411, Deed Records of Comanche County, Texas.
- (b) Right-of-way easement granted by J. E. Allen et ux to General Telephone Company of the Southwest, dated December 14, 1960, and recorded at Vol. 307, page 12, Deed Records of Comanche County, Texas.
- (c) Visible and apparent easements on or across the land.

PARCEL E

66-54/100 acres of land out of the following surveys, Jas. Brennen Survey, Abstract No. 50, M. D. Mahoney, Abstract No. 652, by virtue of said land is situated in Comanche County, Texas, about — miles— from, the county seat, and described by metes and bounds as follows, to-wit:

BEGINNING at a point in the EBL of the Jas. Brennen Survey, and in the EBL of a 79 acre tract that is out of the Jas. Brennen Survey, S 19°W 54 vrs. from intersection with the SBL of Highway 36,

THENCE S 19°W 405-7/10 vrs. to SEC of said 79 acre tract, for the SEC of the tract herein described;

THENCE N 71°20'W 944 vrs. along wire fence, to fence corner for the SWC of this, on WBL of Jas. Brennen Survey and EBL of the M. D. Mahoney Survey;

THENCE W 19°E 73-8/10 vrs. to fence corner, for the "L" corner of this;

THENCE N 71°W 40-7/10 vrs. to fence corner for the Western SWC of this;

THENCE N 19°E 199-8/10 vrs. to fence corner on the SBL of Highway 36, for the NWC;

THENCE S 81°32' E 1005-7/10 vrs. along the SBL of highway, to a live stock underpass, for Northern NEC of this;

THENCE S 9°E 56 vrs. to the place of beginning, containing 65-07/100 acres out of the Jas. Brennen Survey, and 1-47/100 acres out of the M. E. Mahoney Survey, a total of 66-54/100 acres.

**AS ORIGINAL**

PARCEL E cont'd

LESS AND EXCEPT: 1.400 acres of land out of and part of a 1-47/100 acre tract of land out of the Michael D. Mahoney Survey, Abstract No. 652, Comanche County, Texas, and part of a 65-7/10 acre tract of land out of the James Brennen Survey, Abstract No. 50, Comanche County, Texas, conveyed by L. A. Livingston to S. V. Black, et ux, by deed dated May 25, 1953, and recorded in Volume 274, page 148, Deed Records of Comanche County, Texas, said 1.400 acres of land being more particularly described as follows, to-wit:  
BEGINNING at a stake in the existing South ROW line 50 feet Southerly opposite proposed State Highway 36 centerline Station 793-19.3' said Station being North 81° 37' West a distance of 127.2 feet from a point in the East boundary line of the Michael D. Mahoney Survey; said point being North 19° 01' East a distance of 594 feet from the Southeast corner of the S. V. Black 1-47/100 acre tract and North 19° 01' East a distance of 824 feet from the Southwest corner of the S. V. Black 65-7/10 acre tract;  
THENCE South 19° 01' West a distance of 30.6 feet to a stake 80 feet Southerly opposite centerline Station 792/96.6;  
THENCE Easterly parallel to and 80 feet Southerly opposite to centerline having a 1° 00' curve to right a distance of 63.7 feet to a stake 80 feet Southerly opposite P. T. centerline station 793/61.2 (end of a 1° 00' curve to right with a central angle of 9° 46');  
THENCE South 82° 55' East for a distance of 438.9 feet to a stake 70 feet Southerly opposite centerline Station 798/00 for angle;  
THENCE South 81° 37' East a distance of 2433 feet to a stake in the East boundary line of the John McConnell Survey; said stake being 70 feet Southerly opposite centerline Station 822/33;  
THENCE North 18° 54' East along said East boundary line a distance of 20.34 feet to a stake 50 feet Southerly opposite centerline Station 822/36.7;  
THENCE North 81° 37' West along existing ROW line a distance of 2875.5 feet to a stake 50 feet Southerly opposite P. T. centerline Station 793/61.2 (end of said 1° 00' curve);  
THENCE around said curve along said existing ROW line a distance of 41.6 feet to the place of beginning, and containing 1.400 acres of land.

The conveyance made by this instrument is in partition and distribution to LARRY WAYNE ADAMS the land to be received by him from the Estate of Wayne Kenneth Adams, Deceased, under the terms of the Last Will and Testament of Wayne Kenneth Adams, Deceased, which gave Grace Olena Adams, Independent Executrix of such Estate, absolute discretion to select property to be distributed in satisfaction of any devise or bequest provided

for therein and Grace Olena Adams, individually, and Shelba Arlene Denning join as Grantors herein, for valuable consideration receipt and sufficiency of which is hereby acknowledged and confessed, so that LARRY WAYNE ADAMS shall hereafter own the land and premises herein described in fee simple and the Grantors hereinabove named shall not hereafter have or enjoy any right, title to, or interest in the lands and property being herein conveyed. The lands herein conveyed to LARRY WAYNE ADAMS have a value of \$124,312.50 for PARCEL A AND B; a value of \$69,675.00 for PARCEL C; and a value of \$82,962.27 for PARCEL D AND E as shown by the INVENTORY AND APPRAISEMENT and U.S. ESTATE TAX RETURN duly filed in the Estate of Wayne Kenneth Adams, Deceased.

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 LARRY WAYNE ADAMS, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said LARRY WAYNE ADAMS, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

-8-  
PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.  
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

WITNESS OUR HANDS at Comanche, Texas this 28th  
day of February, 1990.

Grace Olena Adams  
GRACE OLENA ADAMS, Individually

Shelba Arlene Denning  
SHELBA ARLENE DENNING

ESTATE OF WAYNE KENNETH ADAMS,  
DECEASED  
by: Grace Olena Adams  
GRACE OLENA ADAMS, INDEPENDENT  
EXECUTRIX OF THE ESTATE  
OF WAYNE KENNETH ADAMS, DECEASED

THE STATE OF TEXAS                    ()  
COUNTY OF COMANCHE                ()

This instrument was acknowledged before me on the  
28th day of February, 1990 by Grace Olena Adams and Shelba  
Arlene Denning.

Anne Sudderrth  
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS                    ()  
COUNTY OF COMANCHE                ()

This instrument was acknowledged before me on the  
28th day of February, 1990 by Grace Olena Adams, Independent

Executrix of the Estate of Wayne Kenneth Adams, Deceased.

Anne Suddersh  
NOTARY PUBLIC, STATE OF TEXAS



ANNE SUDDERTH, Notary Public  
In and for The State of Texas  
Commission Expires 2-15-93

-10-

FILED 1st DAY OF March, 1990, AT 2:00 O'CLOCK P. M.

RECORDED 2nd DAY OF March, 1990, AT 9:00 O'CLOCK A. M.

BETTY CONWAY, COUNTY CLERK

BY Letha Summers DEPUTY

GIFT DEED

2926

THE STATE OF TEXAS ( )

COUNTY OF COMANCHE ( ) KNOW ALL MEN BY THESE PRESENTS:

That I, GRACE OLENA ADAMS, of Comanche County, Texas, for and in consideration of the natural love and affection that I have for my son LARRY WAYNE ADAMS, have GIVEN, GRANTED and CONVEYED, and do by these presents GIVE, GRANT, CONVEY, SET OVER and DELIVER unto LARRY WAYNE ADAMS of Box 112, Gustine, Texas 76455, the following described property:

FIRST TRACT:

All that certain lot, tract or parcel of land in Comanche County, Texas, being out of and a part of the A. Smothers Survey, Abstract No. 836, and the A. L. Estes Survey, Abstract no. 286, described by metes and bounds as follows:

BEGINNING at a point on the WBL of the A. L. Estes Survey, 108 vrs. South 19 deg. 20' West from the NW corner of the A. L. Estes Survey, a stake under a wire fence the beginning corner of this survey;

THENCE North 71 deg. 00' West along said fence, a distance of 77 vrs. to an 8" cedar fence post a corner of this tract;

THENCE South 58 deg. 20' West along a wire fence line a distance of 528.84 vrs. to an 8" corner cedar fence post a corner of this tract;

THENCE North 83 deg. 12' West along a wire fence line a total distance of 245.16 vrs. to a 16" hackberry tree grown up on said corner in wire fence line the most Southerly NW corner of this tract;

THENCE South 19 deg. 00' West along a wire fence line a total distance of 487.44 vrs. to a large corner fence post on the NBL of State Highway No. 36, the SW corner of this tract;

THENCE North 82 deg. 10' East along said North ROW line of Highway No. 36, a total distance of 875.44 vrs. to a break in said fence.

THENCE North 11 deg. 40' East and with said fence line a distance of 13.6 vrs. to a 6" cedar fence post a corner of this tract;

THENCE North 82 deg. 10' East along said ROW fence line a total distance of 191.5 vrs. to a 5" cedar fence post the SE corner of this tract;

THENCE North 19 deg. 00' East and along an old fence line a distance of 775 vrs. to a 3" corner post the NE corner of this tract;

THENCE North 71 deg. 00' West along a new fence line a total distance of 537.19 vrs. to the place of beginning, containing 134.57 acres of land.

SECOND TRACT:

All that certain lot, tract or parcel of land situated in Comanche County, Texas, about 17 miles East of the City of Comanche, Texas, and being a part of the C. B. Howard Survey, Abst. No. 443, and described by metes and bounds as follows:

BEGINNING at a point in the center of a county road on the North

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

line of C. B. Howard Survey, and the South line of B. F. Reed Survey, 746.6 feet S 71 deg. E from the original NW corner of the C. B. Howard Survey, said point being a corner of the North 46.97 acre tract of R. M. Alexander 162.97 acre tract on the SW ROW line of Farm Road No. 591, for the NW corner of this tract; THENCE S 42 deg. 30' E with SW ROW line of said Farm Road, 108 feet to a corner of this tract, and a corner of said 46.97 acre tract;

THENCE S 12 deg. 30' E 325 feet to a point for the SW corner of this tract, and a corner of said 46.97 acre tract;

THENCE S 70 deg. E crossing center line of said Farm Road No. 591, at 400 feet and a total distance of 746 feet to the SE corner of this tract in the center of Mill Branch;

THENCE up the center of Mill Branch N 5 deg. E 350 feet to the center of a county road on the North line of C. B. Howard Survey, and the South line of B. F. Reed Survey for the NE corner of this tract;

THENCE N 71 deg. W with center line of said county road, 910 feet to the place of beginning, and containing 6 acres of land, SAVE AND EXCEPT, 1.04 acres deeded to the County of Comanche, Texas, for Farm Road No. 591.

THIRD TRACT:

All that certain parcel of land in Comanche County, Texas, about 17 miles East of the City of Comanche, Texas, and being a part of the C. B. Howard Survey, Abst. No. 443, and the S Pipkin Survey, and being more particularly described as follows:

BEGINNING at a point in the East or South East line of Dr. J. W. Applewhite 45.8 acre tract and the SW corner of a 46.97 acre tract, said point being 1475 feet S 19 deg. W of the NE corner of said Dr. Applewhite 45.8 acre tract, said point being the NW corner of this tract;

THENCE S 19 deg. W with the East or South East line of said 45.8 acre tract, crossing the South or Southwest line of C. B. Howard Survey, and the North or Northeast line of S. Pipkin Survey, at 2044.4 feet and a total distance of 2139 feet to a fence post for the SW or West corner of this tract;

THENCE S 71 deg. E with fence now in place, 1928 feet to the center of Mill Branch for the SE or South corner of this tract;

THENCE up said Mill Branch with its meanders as follows: N 33 deg. 30' W. 219.4 feet; N 80 deg. E 247.2 feet; N 32 deg. E 161.1 feet; N 31 deg. 30' W 141.6 feet; N 17 deg. 30' W 188.8 feet; N 52 deg. E 197.2 feet; N 20 deg. 30' E 341.6 feet; N 38 deg. E 111.1 feet; N 80 deg. E 263.8 feet; N 36 deg. 15' E 172.2 feet; S 75 deg. 30' E 80 feet crossing center line of concrete bridge over said branch; S 82 deg. 45' E 152.7 feet; E 55 deg. E 86.1 feet; S 1 deg. 30' E 202.7 feet; S 40 deg. E 72.2 feet; N 69 deg. 15' E 222.2 feet; N 46 deg. E 119.4 feet; N 12 deg. E 186.1 feet; N 14 deg. 30' W 191.6 feet; N 32 deg. 30' W 127.7 feet; N 26 deg. 15' E 80 feet to the Northeast or East corner of this tract, and the Southeast or South corner of 46.97 acre tract;

THENCE N 71 deg. W with South or Southwest line of said 46.97 acre tract crossing center line of FM Road at 750 feet and a total distance of 2800 feet to the place of beginning, and containing 110 acres of land.

FOURTH TRACT:

All that certain lot and parcel of land situated in Comanche County, Texas, about 17 miles East of the City of Comanche, and being a part of the C. B. Howard Survey, Abst. No. 443, and being more particularly described as follows:

BEGINNING at a point in the center of a county road on the North line of C. B. Howard Survey, and the South line of B. F. Reed Survey 566.6 feet S 71 E from the original NW corner of C. B. Howard Survey, said point being the NE corner of Dr. J. W. Applewhite 45.8 acre tract and the NW corner of this tract;

THENCE S 71 deg. E with the Northeast line of said Howard Survey, and the SW line of B. F. Read Survey, 180 feet to the SW ROW

line of Farm Road No. 591 for a corner of this tract;  
 THENCE S 42. deg. 30' E with SW ROW line of said Farm Road 108 feet to a corner of this tract, and a corner of a school tract;  
 THENCE S 12 deg. 30' E with SW line of school tract 325 feet to the SW corner of said school tract and a corner of this tract;  
 THENCE S 70 deg. E with SW line of said school tract crossing center line of said FM Road at 400 feet and a total distance of 746 feet to a corner of this tract in the center of Mill Branch and the South or SouthEast corner of said school tract;  
 THENCE down said branch with its meanders as follows: S 15 deg. E 98 feet; S 72 deg. 30' E 194.4 feet;  
 THENCE S 12 deg. E 1027.7 feet to the SW corner of the Wm. Sisson tract, and a corner of this tract on the NE ROW line of said FM Road;  
 THENCE S 71 deg. E 713.8 feet to the SE corner of said Wm. Sissons tract and a corner of this tract in the center of Mackey Branch;  
 THENCE down said branch as follows: S 27 d eg. 30' E 144.4 feet; S 8 deg. 30' W 80 feet to the SE or South corner of this tract in the center of said branch;  
 THENCE N 71 deg. W crossing center line of said FM Road at 750 feet and a total distance of 2800 feet to the Southwest or West corner of this tract in the East line of Dr. J. W. Applewhite 45.8 acre tract;  
 THENCE N 19 deg. E with the East line of said 45.8 acre tract, 1475 feet to the place of beginning, and containing 46.97 acres of land, more or less.

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 LARRY WAYNE ADAMS, his heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever defend all and singular, the said premises unto the said LARRY WAYNE ADAMS, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

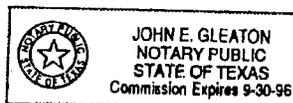
WITNESS MY HAND this 30th, day of December, 1992.

*Grace Olena Adams*  
 GRACE OLENA ADAMS

THE STATE OF TEXAS ( )  
 COUNTY OF COMANCHE ( )

This instrument was acknowledged before me on the 30th day of December, 1992, by Grace Olena Adams.

*John E. Gleaton*  
 Notary Public, State of Texas



FILED 30th DAY OF December 1992, AT 2:10 O'CLOCK P. M.

RECORDED 4th DAY OF January 1993, AT 9:00 O'CLOCK A. M.

BY Retha Sumner DEPUTY BEJLY CONWAY, County Clerk

BOOK **704** PAGE **120**

SPECIAL WARRANTY DEED

Effective Date: April 1, 2013

Grantor: GRACE OLENA ADAMS, by LARRY W. ADAMS, Power of Attorney

Grantor's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Grantee: LARRY W. ADAMS, Trustee of the GRACE ADAMS FAMILY TRUST

Grantee's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):

All of Grantor's right, title and interest in and to that certain real property more fully described on Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, including liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental district, agency, or authority; taxes and assessments for the current and subsequent assessments for the current and for prior years due to a change in land use or ownership of the Property, and the terms, provisions and conditions of any contract or agreement presently affecting the Property.

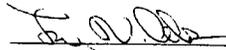
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

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

Effective as of the date first set forth above, but executed as of the date set opposite the signature below.

April 1, 2013



GRACE OLENA ADAMS, by LARRY W. ADAMS,  
Power of Attorney.

AFTER RECORDING RETURN TO:  
Krueger Law Firm, PLLC  
Attn: David A. Krueger  
6201 Technology Drive, Suite 106  
Frisco, Texas 75033

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on April 1, 2013 by LARRY W. ADAMS, in his capacity as Power of Attorney for GRACE OLENA ADAMS.

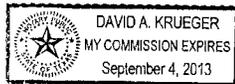
  
Notary Public

EXHIBIT "A"

The real property located at in Comanche County, Texas more fully described as:

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35 1/2 acres of land located in a survey of 207 acres of land out of the A. Smothers, James Brennan and H. D. Mahoney surveys situated in Comanche County, Texas, on the waters of the North and South forks of the Leon River, made for L. A. Livingston by virtue of his ownership, described as follows:

Beginning at the N. E. corner of First Tract described in deed from Martha Livingston et al to L. A. Livingston, March 7, 1932, recorded in Vol. 196, Page 48, of the Deed Records of Comanche County, Texas, in the center of the Leon River, for the N.E. corner of this tract;

THENCE up the Leon River, with its meanderings, the following courses and distances: N. 54° 05' W. 250 vrs.; N. 29° 32' W. 90 vrs.; N. 13° 57' W. 77 vrs.; N 1° 22' W 85 vrs. N. 14° 22' W. 77 vrs.; N. 45° 40' W. 40 vrs.; N. 74° 00' W. 290 vrs. to the North and South fork of said Leon River.

THENCE up the said South fork of the Leon River, the following courses and distances: S. 15° 31' E. 27 vrs.; S. 43° 48' E. 75 vrs.; S. 29° 51' E. 34 vrs.; S. 9° 00' W. 18 vrs.; N. 35° 47' E. 83 vrs.; S. 70° 22' W. 58 vrs.; N. 75° 25' W. 24 vrs.; N. 59° 13' W. 59 vrs.; N. 26° 15' W. 27 vrs.; N. 11° 05' E. 13 vrs.; N. 55° 04' E. 15 vrs.; N. 65° 18' E. 49 vrs.; N. 12° 42' E. 46 vrs.; N. 21° 26' W. 67 vrs.; N. 9° 47' W. 17 vrs.; N. 58° 50' W. 50 vrs.; N. 67° 45' W. 100.6 vrs.; S. 9° 28' E. 83 vrs.; S 7° 32' W. 55 vrs.; S. 65° 17' W. 41 vrs.; N. 66° 30' W. 114 vrs.; S. 16° 15' W. 140 vrs.; S. 77° 15' W. 69 vrs.; N. 8° 00' W. 90 vrs.; N. 60° 40' W. 27 vrs.; S. 66° 40' W. 57 vrs.; S. 9° 32' W. 31 vrs.; S. 38° 00' E. 66 vrs.; (S. 9° 32' W. 31 vrs.; S. 38° 00' E. 66 vrs.;) S. 9° 40' W. 95 vrs.; S. 63° 05' W. 58 vrs.; to a point in the center of the South fork of the Leon River for the N. W. corner of this tract;

THENCE S. 21° 10' S. 12.5 vrs. to a point on the south bank of said river for a corner of this tract in the north line of a cultivated field called the "west field";

THENCE S. 69° 17' E., with the north line of said "west field" 185.5 vrs to a 6" cedar post for the N. E. corner of said field and an inside corner of this tract;

THENCE S. 19° 55' W., with the east line of said field, 611 vrs. to a railroad tie for the S. E. corner of said field and an inside corner of this tract;

THENCE N. 70° 05' W. 595 vrs. to a corner of this tract;

THENCE S. 15° 55' W. 87.4 vrs. to a corner of this tract;

THENCE S. 70° 05' E. 232 vrs. to a corner of this tract;

THENCE S. 8° 55' W. 129 vrs. to an iron pipe in the north right of way of Highway No. 36 for the S. W. corner of this tract;

THENCE with said North Right of Way, the following courses and distances:

N. 82° 15' E. 42.4 vrs.; N. 80° 40' E. 137 vrs.; S. 83° 45' E. 92 vrs.;

S. 80° 20' E. 75 vrs.; S. 81° 05' E. 112 vrs.; S. 76° 00' E. 40 vrs.;

S. 81° 10' E. 854.2 vrs.; to a 6" cedar post for the S. E. corner of this tract in said North Right of Way;

THENCE N. 13° 20' E. 104 vrs. to a R. R. Tie corner post for corner of this tract;

THENCE N. 1° 45' W. 154.7 vrs to a 5" cedar post for a corner of this tract;

THENCE N. 14° 30' E. 550 vrs. to the place of beginning;

Save and except the 167.5 acres of land deeded to Wayne Adams by L. A. Livingston, Jr. and wife, Judy Livingston, in deed dated August 20, 1968, recorded in Volume 346, Page 324, of Deed Records of Comanche County, Texas;

There being approximately 14 acres in the H. D. Mahoney survey, 40 acres in the James Brennan Survey and 152 acres in the A. Smothers Survey.



**SPECIAL WARRANTY DEED**

Effective Date: April 1, 2013

Grantor: GRACE OLENA ADAMS, by LARRY W. ADAMS, Power of Attorney

Grantor's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Grantee: LARRY W. ADAMS, Trustee of the GRACE ADAMS FAMILY TRUST

Grantee's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):

All of Grantor's right, title and interest in and to that certain real property more fully described on Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, including liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental district, agency, or authority; taxes and assessments for the current and subsequent assessments for the current and for prior years due to a change in land use or ownership of the Property, and the terms, provisions and conditions of any contract or agreement presently affecting the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

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

Effective as of the date first set forth above, but executed as of the date set opposite the signature below.

April 1, 2013

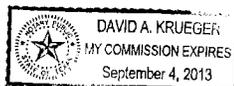


GRACE OLENA ADAMS, by LARRY W. ADAMS,  
Power of Attorney.

AFTER RECORDING RETURN TO:  
Krueger Law Firm, PLLC  
Attn: David A. Krueger  
6201 Technology Drive, Suite 106  
Frisco, Texas 75033

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on April 1, 2013 by LARRY W. ADAMS, in his capacity as Power of Attorney for GRACE OLENA ADAMS.



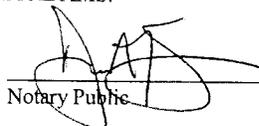
  
Notary Public

EXHIBIT "A"

The real property located at in Comanche County, Texas more fully described as:

FIRST TRACT: All that certain tract of land situated in the County of Comanche and State of Texas being 80 acres of land, more or less, out the C.B. Howard Survey, Patent No. 766, Vol.6.;  
BEGINNING 356 vrs; N 71° W from the original N.E. corner of said Howard Survey;  
THENCE S. 19 W. 1268 vrs to the original S. line stake in S. line for S.E. corner;  
THENCE N. 71°W. 356 vrs. to a stake for corner in S. line of grant for S.W. corner of this tract;  
THENCE N. 19 E. 1268 vrs. a stake in N. line said Howard Survey for N.W. corner of this tract;  
THENCE S. 71°E. 356 vrs. to the place of beginning.

SECOND TRACT: Being 74.5 acres out of the A. McCaleb Survey as follows;  
BEGINNING at a stake on the N. bank of the Leon River in the W. line of said McCaleb survey;  
THENCE N. 19 E. 364 vrs. to the original N.W. corner of said survey;  
THENCE S. 71 e. 950 vrs. to the N.E. corner of said survey;  
THENCE S. 19 W. crosses Leon River 112 vrs. from bed of said river, a stake for corner on E. boundary line of said survey.  
THENCE N. 71 W 75 vrs. to a rock for corner;  
THENCE N. 19 E. 166 vrs. for corner of S. bank of said river from which an elm marked X brs. N. 76 E. 5 vrs;  
THENCE N. 80-15 W. 112.5 vrs. for corner from which a burr oak mkd X brs for corner;  
THENCE up said river with its S. bank far enough back on the level ground to build a fence to a stake for another corner and W. of the mouth of a slough from which an elm mkd X brs. S 30.5 W. 8.6 vrs.;  
THENCE N. 19 E. to a stake on the N. bank of said river for corner from which an elm mkd X brs. N. 85 W. 3 vrs.;  
THENCE up said river far enough back from the top of the bank on level ground to build a fence to place of beginning; These field notes contain 83.5 acres, there being reserved 4 acres being S. of Leon River;

THIRD TRACT:  
24 acres out of the Chas B. Howard Survey, described as follows;  
Being the N.W. quarter of 100 acre tract out of said Howard Survey in the name of W.D. Thomas;  
BEGINNING at a stake 934 vrs. N. 71 W. from the original N.E. corner of the said Howard Survey for the N.E. corner of this;  
THENCE N. 71 W. with the N. boundary line of said survey 60 vrs.;  
THENCE S. 19 W. 40 vrs. to a stake for corner;  
THENCE N. 71 W. 162 vrs. to a stake for corner;  
THENCE S. 18-30 W. with W. boundary line of said 100 acre tract 600 vrs. to a stake for the S.W. corner a post oak and elm brs. N. 36 E. 4 vrs;  
THENCE S. 71 E. 220.5 vrs. to a stake for the S.E. corner;  
THENCE N. 19 e. 640 vrs. to the place of beginning;

FOURTH TRACT:

All that certain tract or parcel of land situated in Comanche County, Texas, on the waters of the North Leon River, and being out of the Chas B. Howard Survey, and described by field notes as follows;

BEGINNING at a stake the S.W. corner of the J.A. Thomas tract for the N.W. corner of this tract, a P.O. brs N. 36 E. 4 vrs.;

THENCE S. 18.5 W. 647 vrs. to a stake for S.W. corner;

THENCE S. 71 E. 215.5 vrs. to a stake for S.E. corner;

THENCE N. 19 E. 647 vrs. to a stake for N.E. corner of this tract and S.E. corner J.A. Thomas tract and S.W. corner of a tract sold to Mrs. Nannie Wall;

THENCE N. 71 W. 220.5 vrs. to the place of beginning, containing 25 acres of land.

FIFTH TRACT:

25 acres situated on the waters of the North Leon river and more particularly described as follows; The N.E. quarter of a 100 acre tract out of the Chas B. Howard Survey, in the name of W.D. Thomas, and beginning at a stake 712 vrs. N. 71 W. from the original N.E. corner of said survey for the N.E. corner of this;

THENCE N. 71 W. with the N. boundary line of said Howard Survey 222 vrs.; to a stake in the N. line of said Howard survey for the N.W. corner of this;

THENCE S. 19 W. 640 vrs. to a stake for the S.W. corner of this;

THENCE S. 71 E. 220.5 vrs. to a stake on E. line of said 100 acre tract for the S.E. corner of this;

THENCE N. 19 E. with the E. line of said 100 acre tract, 640 vrs. to the place of beginning and containing 25 acres of land.

SIXTH TRACT:

All that certain tract or parcel of land situated in Comanche County, State of Texas, being a part of the Chas B. Howard Survey, and more fully described as follows, to-wit:

BEGINNING at a stake in the S. boundary line of the Howard Survey and the S.E. Corner of the W. E. Thomas tract for the S.W. corner of this;

THENCE S. 71 E. 215.5 vrs. to a stake for corner, being the S.E. corner of the original 100 acre of W.D. Thomas;

THENCE E. 19 E. 647 vrs. to stake for N.E. corner of this tract;

THENCE N. 71 W. 220.5 vrs. to the N.E. corner of the W.E. Thomas S.E. corner of the J.A. Thomas and S.W. corner of the Mrs. Nannie Wall tract for the N.W. corner of this;

THENCE S. 19 W. 647 vrs. to the place of beginning, containing 25 acres, more or less;

SEVENTH TRACT:

All that certain tract or parcel of land lying the County of Comanche, State of Texas, described as follows, to-wit;

A portion of a certain three acre tract, more or less, out of the A. McCaleb Survey, Comanche County, Texas, said three acres, more or less, being described as follows;

BEGINNING in the E. line of the A. McCaleb survey, at a point N. 19 E. 1243 vrs. from the original S.E. corner of said Survey;

THENCE N. 71 W. 75 vrs. a corner;

THENCE N. 19 E. 166 vrs. a corner from which an elm mkd X brs; N. 76 E.3 vrs.;

THENCE N. 80-115 W. 111.5 vrs. a corner of the S. bank of the Leon River at which a Burr Oak mkd X for corner;

THENCE down and along the S. bank of the Leon River, with its meanderings to where it crosses the E. line of the said McCaleb Survey.

THENCE S. 19 W. to the place of beginning.

The said Leon River having changed its course across the above described tract. It is the intention of this deed to convey all land lying between the S. bank of said river in its original course and the N. bank of said river in its present course, wherein same crosses the land above described and containing one acre of land, more or less;

EIGHTH TRACT:

5 acres of land out of A. McCaleb Survey, commencing at a stake 256 vrs. from the original N.E. corner of the A. McCaleb Survey, 256 vrs. S. 19 E. to a stake for a beginning corner of the E. boundary line of the aforesaid A. McCaleb Survey;

THENCE S. 19 W. 332 vrs. to a stake on N. bank of N Leon River;

THENCE up the meanderings of said Leon River to a stake on N. bank of said Leon River;

THENCE S. 71 E. 137 vrs. to a stake this being for corner, containing 5 acres.

NINTH TRACT:

50.5 acres of land out of the A. McCaleb Survey, of land in Comanche County, Texas, bounded as follows;

BEGINNING 516.5 vrs. N. 71 W. from the N.E. corner of said survey, for the N.E. corner of this tract;

THENCE N. 71 W. 516.5 vrs. to the N.W. corner of said survey;

THENCE S. 19 W. 590 vrs. to the Leon River for the S.W. corner of this tract;

THENCE down said stream with its meanderings to the S.W. corner of a tract sold by William Conway to C. Westmoreland;

THENCE N. to the place of beginning.

TENTH TRACT:

Plus land described in deed dated April 11, 1955, from Lella Daniel et al, to E.R. McCarty and wife, and recorded in Vol. 318, page 144, of the deed records of Comanche County, Texas, and containing approximately 2 acres of land, and less the land described in a quitclaim deed from E.H. McCarty and wife, Ella McCarty to Mrs. Lilla Daniel, dated April 11, 1955 and recorded in Vol. 317, page 607, of the Deed Records of Comanche County, Texas, and containing approximately 2 acres of land.

**TOTAL ACREAGE herein conveyed covers 315 acres, more or less.**

FILED 5th DAY OF April, 2013, AT 2:00 O'CLOCK P.M.

RECORDED 8th DAY OF April, 2013, AT 9:00 O'CLOCK A.M.

RUBY LESLEY, COMANCHE COUNTY CLERK

VERIFIED BY: Amy Schwartz DEPUTY

VOL. 962 PAGE 60

2437

**SPECIAL WARRANTY DEED**

Effective Date: February 17, 2014

Grantor: GRACE OLENA ADAMS, by LARRY W. ADAMS, Trustee

Grantor's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Grantee: LARRY W. ADAMS, Trustee of the GRACE ADAMS FAMILY TRUST

Grantee's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):

All of Grantor's right, title and interest in and to that certain real property more fully described on Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, including liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental district, agency, or authority; taxes and assessments for the current and subsequent assessments for the current and for prior years due to a change in land use or ownership of the Property, and the terms, provisions and conditions of any contract or agreement presently affecting the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

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

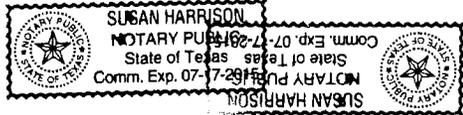
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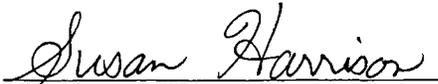
  
\_\_\_\_\_  
GRACE OLENA ADAMS, by LARRY W. ADAMS,  
Trustee.

AFTER RECORDING RETURN TO:  
Krueger Law Firm, PLLC  
Attn: David A. Krueger  
6201 Technology Drive, Suite 106  
Frisco, Texas 75033

STATE OF TEXAS                   §  
   §  
COUNTY OF COMANCHE       §

This instrument was acknowledged before me on November 14<sup>th</sup>, 2014 by LARRY W. ADAMS, in his capacity as Trustee for GRACE OLENA ADAMS.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

The real property located at in Comanche County, Texas more fully described as:

All that certain tract of land situated in the County of Comanche and State of Texas being 283 acres of land.

**First Tract:** Being 320 acres, more or less, and being all the Stewart (S.W.) Pinkin Survey in said County and State, being Patent No. 602, Abstract No. 768.

**Second Tract:** Being 71 acres, more or less, a part of and out of the Anson L. Estes Survey in said County and State, described by metes and bounds as follows, to wit:

BEGINNING at a point in the S. line of the said Pipkin Survey, and the North line of said Estes Survey, which beginning point is located 190 foot in a westerly direction from the S.E. corner of said Pipkin Survey;

Thence in a southerly direction and with public road, to a state in N. side of State Highway No. 36, for the S.E. corner this tract, a total distance of 787.68 vrs., state in A.F. Gaines S. line for the S.W. corner of this tract;

Thence in a Northerly direction and with F. Gaines said E. line, 884.88 vrs. To S. line of said Pipkin Survey, stake for N.W. corner of this tract at A.F. Gaines most easterly N.E. corner;

Thence in an Easterly direction and with the dividing line between said Pipkin and Estes Surveys to the point of beginning, containing 71 acres, more or less and being all of that certain tract of 108 acres sold to W.S. Price by Dan McMillan by deed of record in the Deed Records of Comanche County, Texas, save and except 37 acres of said 308 acre tract heretofore sold by said W.S. Price to Young. It is understood and agreed and made a condition hereof that said 71 acres of land herein conveyed and described as in second tract is conveyed subject to all the terms and conditions and mineral deed heretofore executed by said W.S. Price and covering 27 acres out of said 108 acre tract of land. The two tracts herein described and conveyed contain in the aggregate 391 acres, more or less, and being the identical lands described in and conveyed by deed from W.S. Price and Wife, Lula Price, to W.S. Price Jr., dated December 27, 1944, of record in Vol. 226, Page 216, of the Deed Records of Comanche County, Texas.

FILED 21st DAY OF November, 2014, AT 10:45 O'CLOCK A.M.

RECORDED 24th DAY OF November, 2014, AT 9:00 O'CLOCK A.M.

RUBY LESLEY, COMANCHE COUNTY CLERK

VERIFIED BY: Amey Huddleston DEPUTY

VOL. **986** PAGE **3**

**SPECIAL WARRANTY DEED**

2438

Effective Date: February 17, 2014

Grantor: GRACE OLENA ADAMS, by LARRY W. ADAMS, Trustee

Grantor's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Grantee: LARRY W. ADAMS, Trustee of the GRACE ADAMS FAMILY TRUST

Grantee's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):

All of Grantor's right, title and interest in and to that certain real property more fully described on Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, including liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental district, agency, or authority; taxes and assessments for the current and subsequent assessments for the current and for prior years due to a change in land use or ownership of the Property, and the terms, provisions and conditions of any contract or agreement presently affecting the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

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

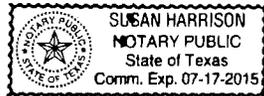
Effective as of the date first set forth above, but executed as of the date set opposite the signature below.

  
\_\_\_\_\_  
GRACE OLENA ADAMS, by LARRY W. ADAMS,  
Trustee

AFTER RECORDING RETURN TO:  
Krueger Law Firm, PLLC  
Attn: David A. Krueger  
6201 Technology Drive, Suite 106  
Frisco, Texas 75033

STATE OF TEXAS                   §  
   §  
COUNTY OF COMANCHE       §

This instrument was acknowledged before me on November 14<sup>th</sup>, 2014 by LARRY W. ADAMS, in his capacity as Trustee for GRACE OLENA ADAMS.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

The real property located at in Comanche County, Texas more fully described as:

All that certain tract of land situated in the County of Comanche and State of Texas being 108.51 acres of land and being part of:

**First Tract:** Being 320 acres, more or less, and being all the Stewart (S.W.) Pinkin Survey in said County and State, being Patent No. 602, Abstract No. 768.

**Second Tract:** Being 71 acres, more or less, a part of and out of the Anson L. Estes Survey in said County and State, described by metes and bounds as follows, to wit:

BEGINNING at a point in the S. line of the said Pipkin Survey, and the North line of said Estes Survey, which beginning point is located 190 foot in a westerly direction from the S.E. corner of said Pipkin Survey;

Thence in a southerly direction and with public road, to a state in N. side of State Highway No. 36, for the S.E. corner this tract, a total distance of 787.68 vrs., state in A.F. Gaines S. line for the S.W. corner of this tract;

Thence in a Northerly direction and with F. Gaines said E. line, 884.88 vrs. To S. line of said Pipkin Survey, stake for N.W. corner of this tract at A.F. Gaines most easterly N.E. corner;

Thence in an Easterly direction and with the dividing line between said Pipkin and Estes Surveys to the point of beginning, containing 71 acres, more or less and being all of that certain tract of 108 acres sold to W.S. Price by Dan McMillan by deed of record in the Deed Records of Comanche County, Texas, save and except 37 acres of said 308 acre tract heretofore sold by said W.S. Price to Young. It is understood and agreed and made a condition hereof that said 71 acres of land herein conveyed and described as in second tract is conveyed subject to all the terms and conditions and mineral deed heretofore executed by said W.S. Price and covering 27 acres out of said 108 acre tract of land. The two tracts herein described and conveyed contain in the aggregate 391 acres, more or less, and being the identical lands described in and conveyed by deed from W.S. Price and Wife, Lula Price, to W.S. Price Jr., dated December 27, 1944, of record in Vol. 226, Page 216, of the Deed Records of Comanche County, Texas.

FILED \_\_\_\_\_ 21st \_\_\_\_\_ DAY OF \_\_\_\_\_ November \_\_\_\_\_, 2014, AT \_\_\_\_\_ 10:45 \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M.

RECORDED \_\_\_\_\_ 24th \_\_\_\_\_ DAY OF \_\_\_\_\_ November \_\_\_\_\_, 2014, AT \_\_\_\_\_ 9:00 \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M.

RUBY LESLEY, COMANCHE COUNTY CLERK

VERIFIED BY: Amy Huddleston DEPUTY

**SPECIAL WARRANTY DEED**

**2439**

Effective Date: February 17, 2014

Grantor: GRACE OLENA ADAMS, by LARRY W. ADAMS, Trustee

Grantor's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Grantee: LARRY W. ADAMS, Trustee of the GRACE ADAMS FAMILY TRUST

Grantee's Mailing Address (including county):

3758 Highway 1702  
Gustine, Comanche County, Texas 76455

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):

All of Grantor's right, title and interest in and to that certain real property more fully described on Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, including liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental district, agency, or authority; taxes and assessments for the current and subsequent assessments for the current and for prior years due to a change in land use or ownership of the Property, and the terms, provisions and conditions of any contract or agreement presently affecting the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

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

Effective as of the date first set forth above, but executed as of the date set opposite the signature below.

  
\_\_\_\_\_  
GRACE OLENA ADAMS, by LARRY W. ADAMS,  
Trustee

AFTER RECORDING RETURN TO:  
Krueger Law Firm, PLLC  
Attn: David A. Krueger  
6201 Technology Drive, Suite 106  
Frisco, Texas 75033

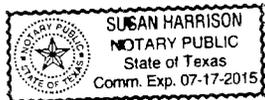
STATE OF TEXAS §

§

COUNTY OF COMANCHE §

§

This instrument was acknowledged before me on November 14<sup>th</sup>, 2014 by LARRY W. ADAMS, in his capacity as Power of Attorney for GRACE OLENA ADAMS.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

The real property located at in Comanche County, Texas more fully described as:

All that certain tract of land situated in the County of Comanche and State of Texas being 6.1 acres of land.

**First Tract:** Being 320 acres, more or less, and being all the Stewart (S.W.) Pinkin Survey in said County and State, being Patent No. 602, Abstract No. 768.

**Second Tract:** Being 71 acres, more or less, a part of and out of the Anson L. Estes Survey in said County and State, described by metes and bounds as follows, to wit:

BEGINNING at a point in the S. line of the said Pipkin Survey, and the North line of said Estes Survey, which beginning point is located 190 foot in a westerly direction from the S.E. corner of said Pipkin Survey;

Thence in a southerly direction and with public road, to a state in N. side of State Highway No. 36, for the S.E. corner this tract, a total distance of 787.68 vrs., state in A.F. Gaines S. line for the S.W. corner of this tract;

Thence in a Northerly direction and with F. Gaines said E. line, 884.88 vrs. To S. line of said Pipkin Survey, stake for N.W. corner of this tract at A.F. Gaines most easterly N.E. corner;

Thence in an Easterly direction and with the dividing line between said Pipkin and Estes Surveys to the point of beginning, containing 71 acres, more or less and being all of that certain tract of 108 acres sold to W.S. Price by Dan McMillan by deed of record in the Deed Records of Comanche County, Texas, save and except 37 acres of said 308 acre tract heretofore sold by said W.S. Price to Young. It is understood and agreed and made a condition hereof that said 71 acres of land herein conveyed and described as in second tract is conveyed subject to all the terms and conditions and mineral deed heretofore executed by said W.S. Price and covering 27 acres out of said 108 acre tract of land. The two tracts herein described and conveyed contain in the aggregate 391 acres, more or less, and being the identical lands described in and conveyed by deed from W.S. Price and Wife, Lula Price, to W.S. Price Jr., dated December 27, 1944, of record in Vol. 226, Page 216, of the Deed Records of Comanche County, Texas.

FILED 21st DAY OF November, 2014, AT 10:45 O'CLOCK A.M.

RECORDED 24th DAY OF November, 2014, AT 9:00 O'CLOCK A.M.

RUBY LESLEY, COMANCHE COUNTY CLERK

VERIFIED BY: Amy Huddleston DEPUTY

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THE  
GRACE OLENA ADAMS

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FAMILY TRUST

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**PRIMARY PORTION OF THE  
GRACE OLENA ADAMS FAMILY TRUST AGREEMENT**

This AGREEMENT OF TRUST is executed by GRACE OLENA ADAMS in order to create this Family Trust on the terms, conditions and provisions as set forth below in this Trust Agreement.

**ARTICLE I.**

**ESTABLISHMENT OF TRUST**

1.1. **General Name of Trust.** The general name of the Trust shall be THE GRACE OLENA ADAMS FAMILY TRUST. For convenience, it will be referred to at times in this Agreement as the "Trust" unless a more specific trust is indicated.

1.2. **Initial Assets of Trust.** The initial assets of the Trust shall consist of those assets described on the attached Exhibit "B" which is hereby incorporated by reference for all purposes of this Trust Agreement.

1.3. **Amendability and Revocability of Trust.** This Trust shall either be revocable or irrevocable pursuant to the following applicable provisions:

(a) **Amendable and Revocable Period of Trust:** Settlor [including Settlor's agents or appointed representatives] expressly reserves the power to amend or revoke this Agreement at any time during Settlor's lifetime by delivering to the Trustee any writing which sets forth the terms of the amendment or revocation.

(b) **Irrevocable Period of Trust:** This Trust shall become irrevocable and shall not thereafter be subject to amendment or revocation upon the death of Settlor.

1.4. **Special Definitions for Agreement.** The following terms shall have the indicated meanings for purposes of this Agreement:

(a) **"Settlor":** References to "Settlor" shall mean GRACE OLENA ADAMS.

(b) **"Beneficiary" or "Beneficiaries"**: References to a "Beneficiary" or "Beneficiaries" shall mean the initial as well as successor beneficiary or beneficiaries of the Trust.

(c) **"GST" and "GSTT"**: References to "GST" shall mean "generation-skipping transfer", and to "GSTT" shall mean "generation-skipping transfer tax(es)", both in the context of Chapter 13 of the Code or any successor statute.

(d) **"GSTT Exemption"**: References to "GSTT Exemption" shall mean the exemption from GSTT treatment then in effect as provided by Section 2631 of the Code or any successor statute.

(e) **"Inclusion Ratio"**: References to the "Inclusion Ratio" shall mean, for GSTT purposes, the net result from applying the formula specified by Section 2642 of the Code.

(f) **"Personal Effects"**: References to "Personal Effects" shall mean any personal property [broadly construed] owned by the Trust, and shall include, as examples only, the Trust's interest in the following items which it owns at the time of Settlor's death: household furnishings [again, broadly construed]; paintings, sculptures, and other items of art work; personal automobiles and boats [including any equipment associated with either]; recreational property and equipment [such as mobile homes, vans, and the like]; all club memberships; frequent flyer miles and bonuses; and all items of jewelry, clothing and books. The definition of personal effects specifically includes all insurance policies associated with such items.

Settlor does not intend, however, to include under this Section any tangible personal property of a business or investment nature, such as office files, business equipment or business automobiles, and other such business or investment items.

**1.5. Distributions During Settlor's Lifetime.** In the event any property (other than a minimum initial asset to fund the Trust or the mere inchoate right of the Trust to receive the proceeds of any insurance policy or employee benefit plan) is transferred to the Trust during Settlor's lifetime, the Trustee shall distribute to or for the benefit of Settlor [during Settlor's lifetime] so much of the net income and/or principal of the Trust as shall be appropriate or necessary to provide for Settlor's health, maintenance and support [broadly construed]. In addition, the Trustee shall distribute to or for the benefit of Settlor so much or all of the income and/or principal of the

Trust as Settlor shall direct in writing. These distributions may be made directly to or for the benefit of Settlor without the intervention of any legal guardian.

## ARTICLE II.

### TRUSTEE PROVISIONS

2.1. Settlor's Appointment of Co-Trustees. The initial Co-Trustees of this Trust shall be GRACE OLENA ADAMS and LARRY WAYNE ADAMS.

(a) Designation of Successor Trustees: In the event both GRACE OLENA ADAMS and LARRY WAYNE ADAMS fail, refuse or cease to serve as Trustee of the Trust, Settlor appoints GAYLON STEPHENS to serve as Trustee of the Trust.

(b) Appointment or Removal of Trustees: Settlor reserves the power during her lifetime to appoint additional Trustees or remove any Trustee of this Trust. Settlor may exercise these powers by delivering a written instrument or letter to all other then serving Trustees [if any] which evidences not only the appointment or removal, but in the case of an appointment, the additional Trustee's acceptance of the terms, provisions and conditions of this Trust Agreement. Settlor's appointment of any additional Trustees pursuant to this provision shall supersede all other Trustee appointments provided by the Trust Agreement unless otherwise specified by Settlor.

(c) Incapacity of Trustee: Should any question arise with regard to the capacity of any Trustee to serve subsequent to such Trustee being appointed pursuant to any provision of the Trust, such Trustee must provide proof of his or her capacity to continue serving as Trustee upon written request by the following individuals, in the order given: [1] Any Co-Trustee, if applicable; [2] Settlor, while living and competent, or, if not; [3] a majority of the then living, competent adult children of Settlor, if any, or, if none; [4] a majority of the then living, competent adult Beneficiaries of the Trust who, at such time, are then entitled to distributions of income from the Trust, if any, or, if none; [5] a majority of the parents or natural custodians or natural or appointed guardians of the then living minor and/or incompetent Beneficiaries of the Trust who are then entitled to current distributions of income. Such proof shall be in the form of a written report from a qualified medical doctor licensed to practice medicine in the state of Texas. If any Trustee fails or refuses to provide adequate proof of his or her capacity to continue serving as Trustee within thirty (30) days of receiving such written request, such

Trustee will be removed as Trustee and a successor Trustee will be appointed pursuant to paragraph (a) of Section 2.2 of this Trust.

**2.2. Provisions Pertaining to the Appointment of Successor Trustees.** The

successor Trustees of the Trust may or shall be appointed according to the following provisions:

(a) **Successor Trustee:** Should all named and/or designated Trustees for any reason cease or fail to serve, a successor Trustee shall immediately be appointed by the following individuals, in the order given: [1] Settlor, while she is living and competent, or, if not; [2] a majority of the then living, competent adult Beneficiaries of the Trust who, at such time, are then entitled to distributions of income from the Trust, if any, or, if none; [3] a majority of the parents or natural custodians or natural or appointed guardians of the then living minor and/or incompetent Beneficiaries of the Trust who are then entitled to current distributions of income.

(b) **Suspension of Powers of Previous or Resigning Trustee:** The previous or resigning Trustee shall be relieved of all further liabilities, responsibilities, and duties under this Trust Agreement upon [1] the appointment, qualification, and acceptance of the position by a successor Trustee if any is required, and [2] the delivery of all assets of that respective Trustee then in its possession either to its respective successor Trustee or to any other then serving Trustee.

(c) **Acceptance of Assets by Successor Trustee:** Settlor has provided that upon the appointment of a successor Trustee the previous or resigning Trustee, or its representatives, shall deliver all assets of the Trust then in its possession to its respective successor or to any other then serving Trustee. The respective successor Trustee or any other then serving Trustee is authorized, but not directed, to accept such assets [if any] based upon the accounting and/or other written instrumentation as given by that previous or resigning Trustee or its representatives.

(d) **Liability for Predecessor Fiduciaries:** In no event shall any Trustee, whether original or successor, be liable for the actions, inactions, or default of any existing or prior Trustee, Co-Trustee, legal representative, executor, or administrator from whom distributions may be received [any of such fiduciaries being referred to as "Prior Fiduciaries"] or for failure to contest the accounting as rendered by such Prior Fiduciaries.

(e) **Successor Trustee's Powers and Liabilities:** The successor Trustee shall succeed to all of the powers, duties, and responsibilities of the previous or resigning Trustee upon the effective resignation, termination, or removal of such prior Trustee and the written acceptance of the position, as a Trustee, by the respective successor Trustee.

(f) **No Duty of Investigation by Successor Trustees:** In no event shall the terms and provisions of this Trust Agreement be interpreted or construed to require any successor Trustee to investigate the prior acts or omissions of any Prior Fiduciaries, except to the extent that the successor Trustee has actual notice or knowledge of any act or omission of the Prior Fiduciaries contrary to the terms of this Trust Agreement. Settlor is incorporating this provision into the Trust Agreement in hopes of reducing the expenses and delays of any change in Trustees. Accordingly, the successor Trustee is not required to go beyond the facts and representations as known to it in succeeding to the position of Trustee, subject, of course, to the provisions regarding known irregularities or violations.

(g) **Designation and References to Trustees:** Any specific reference in this Trust Agreement to a "Related Trustee" shall mean Settlor or any Beneficiary in their capacity as a Trustee of the Trust. Any specific reference to an "Independent Trustee" shall be in reference to a Trustee who is not a Settlor or Beneficiary. Otherwise, any general reference to "Trustee" or "Trustees" shall include all Trustees which may be serving at that time.

2.3. **Special Trustee Co-Administration Provisions.** The following special provisions shall apply in the event Co-Trustees are serving for the Trust:

---

(a) **Custody of Trust Assets:** Any Trustee shall have the right to maintain sole custody and possession of any and all Trust assets capable of being reduced to custody and possession and, to the extent this right of custody is exercised by a Trustee, the remaining Trustees shall be under no obligation to maintain custody and possession with respect to these assets. Settlor hereby specifically directs that to the extent any corporate Trustee maintains custody and possession of any Trust asset, the remaining Trustee shall abide by such decision and shall not be liable or responsible for maintaining custody or possession of such assets.

(b) **Actions of Single Trustee Authorized:** For convenience, it is unnecessary for all Trustees to participate in any given transaction. Accordingly, all third parties dealing with the Trust or a single Trustee may rely exclusively upon such acting Trustee and are fully protected in conducting such business or transaction with that Trustee only. This provision shall be construed as fully exonerating such third parties from any duty, liability, or responsibility for dealing with less than all the then serving Trustees.

(c) **Agreement Among Co-Trustees:** No action may be taken unless a majority of the then serving Co-Trustees are in agreement. If a disagreement should arise among the Co-Trustees concerning the administration of this Trust, and provided such matters are not exclusively delegated to one of the remaining Trustees by this Trust Agreement, the decision and judgment of Settlor

shall be binding upon any other person or entity that may then be serving as a Co-Trustee. The remaining Co-Trustees shall be fully protected and shall not be held responsible or liable for any consequence that may evolve from the contrary decision or judgment of either a majority of the Trustees or of the Related Trustee.

However, this paragraph (c) shall not be construed as in any way limiting the third party reliance provisions outlined immediately above in paragraph (b) of this Section.

(d) **Delegation of Duties by a Trustee:** Any Trustee may, with the written consent of the remaining Trustees, be relieved of any or all powers, authority, duties, and discretion vested in or imposed upon that Trustee by this Trust Agreement by delivering to the remaining then serving Trustees a written statement delegating these powers, authority, duties, and discretion to them. Any act performed according to such written statement shall be binding upon all persons interested in this Trust.

(e) **Disclaimer of Powers, Duties and Responsibilities:** Any Trustee may disclaim, in whole or in part, any specific or general power, duty, or responsibility imposed by law or by the terms of this Trust Agreement. Thereafter, the remaining Co-Trustees shall exercise sole power, duty, or responsibility over such disclaimed powers, duties, or responsibilities. Such disclaimer shall not, however, affect the remaining non-disclaimed powers, duties, and responsibilities of such Trustee.

---

### ARTICLE III.

#### **DIVISION AND DISTRIBUTION OF TRUST ESTATE FOLLOWING SETTLOR'S DEATH**

The Trustee shall divide, administer and distribute the Trust Estate following Settlor's death in accordance with the following provisions:

3.1. **Division and Distribution of Personal Effects.** The Trustee shall divide and distribute all of the Personal Effects held by the Trust following Settlor's death in accordance with the following provisions:

(a) **Distribution to Children or Descendants:** The Trustee shall distribute the Personal Effects held by the Trust within a reasonable period of time following Settlor's death to the then living children of Settlor. If all of Settlor's children have predeceased Settlor, then the Trustee shall distribute such property to Settlor's then living descendants.

To the extent any minor descendant of Settlor becomes entitled to such assets, the Trustee shall retain such descendant's share of such assets as custodian for such minor descendant under the Texas Uniform Transfers to Minors Act.

(b) **Division and Distribution of Property Between Children or Descendants**: The Trustee shall divide, partition and distribute the Personal Effects between Settlor's children or descendants [should they become entitled to any of these assets] as they may agree among themselves. Should they fail to agree as to how this property [in whole or in part] shall be distributed between them, then the Trustee, in its sole discretion, shall have the following alternative powers over such unagreed upon Personal Effects and property items: [1] to divide, partition and distribute such items among Settlor's children or descendants in such manner as it deems fair and equitable; [2] to sell any of such items and include the proceeds in the remaining Trust Estate, although the Trustee shall give all of such Beneficiaries the initial opportunity to purchase such items; or [3] to regard any of such unagreed upon items as part of the remaining Trust Estate, thereby disposing of such items pursuant to the remaining provisions of this Trust Agreement.

Settlor may leave a letter or written memorandum to the Trustee that sets forth her desire as to how certain items of Personal Effects should be divided between the Beneficiaries. Settlor does not intend that such a letter or any written memorandum [if any] be construed as an amendment or addition to this Trust Agreement. However, Settlor requests that her children and descendants respect her wishes as expressed in such letter or written memorandum in deciding how to divide the Personal Effects held by the Trust. Settlor directs that the good faith decisions and actions of the Trustee shall be final and conclusive.

Any costs or expenses of transporting any of such property to Settlor's children or descendants shall be borne by that respective individual.

(c) **Ultimate Disposition of Personal Effects**: This property shall be distributed pursuant to the remaining provisions of this Trust Agreement if Settlor's children and descendants predecease her.

**3.2. Division Date.** The "Division Date" for purposes of dividing the remaining Trust Estate shall be that date selected by the Trustee to implement the required divisions, allocations and distributions as specified below.

**3.3. Settlor's Directions to Create Exempt and Nonexempt GSTT Shares.**  
Settlor has designed this Trust to take into account the complexities created by the GSTT provisions

of the Code. As such, Settlor is providing for the division of the remaining Trust Estates following her death into two broad categories, one consisting of a GSTT exempt Trust Estate portion and the remaining consisting of a GSTT nonexempt Trust Estate portion. Settlor hereby directs the Trustee to establish and administer any and all separate Trusts for the surviving Beneficiaries in strict accordance with such GSTT shares and, when necessary, to establish two sets of separate Trusts, the first consisting of the exempt GSTT Trust Estate and the second consisting of the nonexempt GSTT Trust Estate. A separate Trust established and funded with exempt GSTT properties will be referred to at times as an "Exempt Trust", and a separate Trust established and funded with nonexempt GSTT properties will be referred to as a "Nonexempt Trust".

Settlor recognizes that this direction may create the necessity of establishing and administering at least TWO (2) identical Trusts for the same Beneficiary, one consisting of exempt GSTT properties and the other consisting of nonexempt GSTT properties. However, the complexities and tax problems posed by the GSTT laws necessitate this procedure and Settlor expects the Trustee to comply with these directions in order to mitigate potential transfer taxes.

**3.4. Distribution of GSTT Exempt Trust Estate and Division of GSTT Nonexempt Trust Estate into Separate Shares.** The Trustee shall distribute and/or divide the remaining Trust Estate into separate shares in accordance with the following provisions within a reasonable period of time following the Division Date:

(a) **Division and Distribution of GSTT Exempt Trust Estate:** The Trustee shall distribute the GSTT Exempt Trust Estate to the Trustee and its successors of THE GRACE OLENA ADAMS DYNASTY TRUST created by Trust Agreement dated December 1, 2005 to be held and administered pursuant to the terms and provisions of such Trust Agreement.

(b) **Division and Administration of GSTT Nonexempt Trust Estate**  
The Trustee shall divide the GSTT Nonexempt Trust Estate between and among the children and descendants of Settlor in shares of approximately equal value, ONE (1) share for each then living child of Settlor, and ONE (1) share for the collective benefit of the then

living descendants on a per stirpes basis of any deceased child of Settlor. The Trustee shall administer and distribute the GSTT Nonexempt Trust Estate shares in accordance with the provisions of Article IV.

#### ARTICLE IV.

##### **TRUST PROVISIONS FOR SETTLOR'S CHILDREN AND DESCENDANTS**

The provisions of this Article IV shall become applicable following the Division Date as to the Nonexempt Trusts to be established for the benefit of Settlor's children and descendants.

**4.1. Creation of Separate Nonexempt Trusts and Continued Trust Administration for Children or Descendants.** The Trustee shall establish a separate Nonexempt Trust(s) for the benefit of Settlor's children or descendants in accordance with the following provisions:

---

(a) **Establishment of Separate Trust(s):** The Trustee shall establish a separate Trust for each then living child and a separate Trust for each then living descendant of a deceased child of Settlor and shall allocate such child's or descendant's share of the GSTT Nonexempt Trust Estate to such separate Trust in accordance with paragraph (b) of Section 3.4, above.

(b) **Beneficiary of Trust(s):** The Beneficiary of each such separate Trust(s) shall be the then living child and/or the then living descendant of a deceased child of Settlor.

(c) **Designation of Trust(s):** Each separate Trust established for the benefit of a child or the descendant of a deceased child shall be named after the child or descendant for whose benefit it has been established. For administrative convenience, the Trustee is authorized to conduct the affairs of the separate Trusts under the general name of this Trust.

(d) **Special Trustee Provisions for Larry:** LARRY WAYNE ADAMS shall become the sole Trustee of the separate Nonexempt Trust established for his benefit and shall become the sole Trustee of the separate Nonexempt Trust established for the benefit of SHELBA ARLENE DENNING.

(e) **Larry's Power to Appoint Additional and Successor Trustees:** LARRY WAYNE ADAMS shall have the power to appoint additional

Trustees of his and/or SHELBA ARLENE DENNING's separate Nonexempt Trust and/or designate any one or more successor Trustees of his and/or SHELBA ARLENE DENNING's separate Nonexempt Trust. LARRY WAYNE ADAMS may exercise these powers by delivering a written instrument or letter to all other then serving Trustees [if any] which evidences not only the appointment but the additional or successor Trustee's acceptance of the appointment subject to the terms, provisions and conditions of this Trust Agreement.

**4.2. Discretionary Distributions of Income and Principal.** The Trustee may distribute so much or all of the net income and/or principal of a separate Trust to or for the benefit of the respective Beneficiary as, when added to other sources of funds reasonably available to him or her at that time, is necessary or appropriate to provide for his or her health, education, maintenance and support in accordance with his or her respective standard of living maintained at that time. The Independent Trustee (only) may also distribute so much or all of the net income and/or principal of a separate Trust to or for the benefit of the respective Beneficiary at any time and from time to time when the Independent Trustee, in its sole and absolute discretion, determines that such a distribution or distributions is advisable or appropriate for any purpose and for any reason.

Settlor directs that the distributions to or for the benefit of a Beneficiary shall be made (if at all) solely out of the separate Trust established for the benefit of that respective Beneficiary. Taking into account the different needs of the Beneficiaries that may arise from time to time, the Trustee is specifically authorized to make distributions to or for the benefit of the Beneficiaries out of their respective separate Trusts in unequal amounts and at different times. In all events, however, the Trustee's decision and actions will be final and binding upon all Beneficiaries, their heirs, descendants and successors in interest (if any).

**4.3. Termination of Children's Nonexempt Trusts and Distributions of Remaining Trust Estates.** Each Nonexempt Trust shall terminate and the Trustee shall distribute the remaining Trust Estate pursuant to the following:

(a) **Termination Date:** A separate Nonexempt Trust shall terminate as of the date of death of the respective child of Settlor for whose benefit such Nonexempt Trust was established.

(b) **General Power of Appointment Over Nonexempt Trust:** Each Beneficiary shall have the general power to appoint any remaining Trust Estate of a Nonexempt Trust established for his or her benefit if such Beneficiary dies before receiving distribution of the entire Trust Estate.

Any remaining Trust Estate of a Nonexempt Trust shall be distributed in accordance with the remaining provisions of this Section of the Trust Agreement to the extent the Beneficiary fails to exercise such general power.

(c) **Distribution of Remaining Nonexempt Trust Estates:** The Trustee shall distribute the remaining Nonexempt Trust Estate established for a Beneficiary following his or her death according to the following applicable provisions, in the order specified subject, however, to the applicable provisions of this Trust Agreement regarding continued trust administration because of the age or incompetency of a Beneficiary and subject to the applicable provisions regarding the reserves and withholding of taxes: [1] to the then living descendants of such deceased Beneficiary on a per stirpes basis, if any, or, if none, then [2] to his or her then living sibling(s) and the then living descendants of any then deceased sibling(s), on a per stirpes basis.

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Settlor hereby directs, however, that any part of such Trust Estate that would otherwise be distributed to a Beneficiary for whose benefit a separate Nonexempt Trust has been established under this Trust Agreement shall instead be added to such Beneficiary's own separate Nonexempt Trust. Further, Settlor hereby directs that the share for any descendants of a deceased Beneficiary or descendants of a deceased sibling of such deceased Beneficiary shall be retained by the Trustee in a separate Nonexempt Trust to be established and administered pursuant to the provisions of this Section of the Trust Agreement.

(d) **Obligation to Pay Share of Estate Taxes:** Prior to making any distribution above, the Trustee shall establish a reserve out of the Nonexempt Trust Estate of a Beneficiary's Trust in an amount which, in the sole opinion of the Trustee, shall be sufficient to pay a pro rata portion of the estate and inheritance taxes of the Beneficiary's Estate attributable to the includability of the Nonexempt Trust Estate in such Beneficiary's Estate for federal and state estate and inheritance tax purposes by virtue of the exercise or nonexercise of the general power of appointment by such Beneficiary. The share of these taxes shall be determined by multiplying the net estate taxes payable for the Beneficiary's Estate by a fraction, the numerator of which is the net value of the Nonexempt Trust Estate over which such Beneficiary had a general power of appointment, and the denominator of which is the amount which for federal estate tax purposes is utilized to determine the tentative estate tax under Section 2001(c) of the Code in effect at the date of death of the

Beneficiary. Values as utilized and finally determined for federal estate tax purposes shall be utilized by the Trustee for purposes of this formula.

The Trustee shall distribute the amount of such taxes to the executor or administrator of the Beneficiary's Estate on or before TEN (10) days of the date or dates on which the Executor is required to make payment or payments [if payable in installments] to the Internal Revenue Service. To the extent that the Beneficiary's Estate incurs interest obligations on its estate and/or inheritance taxes, then the Trustee shall increase its payment or payments for its share of such interest, calculated by the same formula specified above.

Settlor hereby directs that any and all federal, state or local laws which are inconsistent with or contrary to the provisions of this paragraph shall be inapplicable and void as to this Trust, including but not limited to Section 322A of the Texas Probate Code.

Once the Trustee is satisfied that it no longer has any liabilities with respect to such taxes and interest, the Trustee shall distribute any remaining Nonexempt Trust Estate according to the applicable provisions pertaining to the Trust. No Trust Beneficiary shall be entitled to reimbursement from the Beneficiary's Estate for these payments made by the Trustee from such Beneficiary's separate Trust.

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**4.4. Administration and Termination of Nonexempt Trusts for**

**Grandchildren.** Settlor has previously provided that the descendants of a deceased child will receive a portion of the Nonexempt Trust Estate to the extent that the child has not received complete distribution of his Trust Estate and does not fully exercise any applicable powers of appointment, or predeceases Settlor. Settlor hereby directs that the Trustee shall retain a grandchild's share of any Nonexempt Trust Estate if the grandchild is below the age of THIRTY-FIVE (35) years at the time such share or portion of a share would otherwise be distributable to such grandchild.

(a) **Establishment of Separate Nonexempt Trusts:** The Trustee shall establish a separate Nonexempt Trust for such grandchild, consistent with Settlor's prior directions. Income and principal distributions may be made from the Trust to or for the benefit of the grandchild in accordance with the provisions of Section 4.2, above.

(b) **Special Income and Principal Distributions to Grandchildren:** The Trustee shall distribute all of the then accumulated income and the applicable principal distributions described in this Section to or for the benefit of each then living and competent grandchild of Settlor from his or her separate Trust within a reasonable period of time following the attainment of the age or ages specified below.

[1] **Age Twenty-Five (25) Years:** The Trustee shall distribute all of the then accumulated income and ONE-THIRD (1/3) of the remaining Trust Estate when the grandchild attains the age of TWENTY-FIVE (25) years.

[2] **Age Thirty (30) Years:** The Trustee shall distribute all of the then accumulated income and ONE-HALF (1/2) of the balance of the remaining Trust Estate when the grandchild attains the age of THIRTY (30) years.

[3] **Age Thirty-Five (35) Years:** The Trustee shall distribute all of the then accumulated income and all of the remaining Trust Estate when the grandchild attains the age of THIRTY-FIVE (35) years.

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(c) **Alternative Terminating Distributions:** If a grandchild dies prior to attaining the age of THIRTY-FIVE (35) years, his or her separate Nonexempt Trust shall terminate and the Trust Estate shall be distributed as follows: [1] such grandchild shall have a general power of appointment; and [2] the remaining Trust Estate passing in default of such grandchild exercising such general power of appointment shall be distributed in accordance with the provisions of Section 4.3(c), above.

4.5. **Continuation of Nonexempt Trust for More Remote Descendants.** In the unlikely but possible event that any more remote descendants of Settlor (other than her children and grandchildren) shall become entitled to a portion of the Trust, the Trustee shall administer and distribute such share in accordance with the provisions of Section 4.4, above. However, the Trustee shall distribute all of the Nonexempt Trust Estate of each Trust to the more remote descendant upon his or her attaining the age of TWENTY-ONE (21) years, provided he or she is then living and competent, whereupon such Trust will terminate.

ARTICLE V.

**MISCELLANEOUS TRUST PROVISIONS  
AND INCORPORATION OF STANDARD TRUST PROVISIONS**

5.1. **Alternative Distributions of Property.** The provisions of this Section shall become applicable if and to the extent the other provisions of this Trust Agreement do not fully dispose of the Trust Estate. In such event, the Trustee shall distribute such undisposed of property according to the following applicable provisions. Settlor hereby further directs that any distribution which would otherwise be made to an individual that is below the age of TWENTY-ONE (21) years shall be subject instead to continued trust administration pursuant to Section 4.5 above.

(a) **Distribution to Descendants:** The Trustee shall distribute such undisposed of Trust Estate to the then living descendants of Settlor on a per stirpes basis. If Settlor has no then living descendants, the provisions of paragraph (b) below shall be applicable.

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(b) **Ultimate Distribution to Heirs:** In the event that all or a portion of the Trust Estate still remains undistributed, then the Trustee shall distribute such property to the heirs at law of Settlor. For these purposes, heirs at law shall be determined as of the time of such distribution under the laws of descent and distribution of the State of Texas applicable to an intestate's separate personal property.

5.2. **Standard Trust Provisions.** The terms, provisions and conditions of Exhibit "A" (STANDARD TRUST PROVISIONS) shall be construed as a part of this Trust Agreement for all purposes as though included in the primary portion hereof. The provisions of this primary portion of the Trust Agreement shall, however, in all events control the administration of the Trust unless specifically provided otherwise in such Exhibit.

5.3. **Powers Cumulative.** The Trustee shall have all of the rights, powers and privileges as set forth in the Texas Trust Code (or its successor statute) governing the powers and responsibilities of Trustees. In the event, however, that any provisions of such Code in any way

conflict or otherwise do not conform to the terms of this Trust Agreement (including the STANDARD TRUST PROVISIONS), then the provisions of this Trust Agreement shall in all events control the administration of the Trust to the maximum extent permitted by law.

This TRUST AGREEMENT shall extend to and be binding upon all heirs, executors, administrators, legal representatives, and successors, respectively, of the parties to this Agreement, and shall be effective as of the date of Settlor's signature.

**DATE**

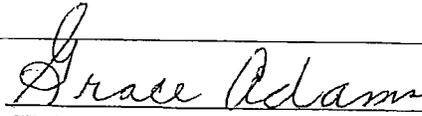
**SIGNATURE**

December 1, 2005



GRACE OLENA ADAMS, Settlor

December 1, 2005



GRACE OLENA ADAMS, Co-Trustee

December 1, 2005

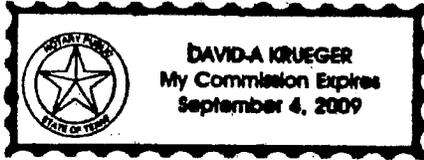


LARRY WAYNE ADAMS, Co-Trustee

STATE OF TEXAS                   §  
  §  
COUNTY OF COMANCHE         §

This instrument was acknowledged before me on December 1, 2005  
by GRACE OLENA ADAMS, Settlor and Co-Trustee.

(S E A L)



A handwritten signature in black ink, appearing to be "David A. Krueger", written over a horizontal line.

Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

Printed or Stamped Name:  
\_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF COMANCHE         §

This instrument was acknowledged before me on December 1, 2005  
by LARRY WAYNE ADAMS, Co-Trustee.

(S E A L)



A handwritten signature in black ink, appearing to be "David A. Krueger", written over a horizontal line.

Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

Printed or Stamped Name:  
\_\_\_\_\_



# Texas Commission on Environmental Quality

## Water Availability Division

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

Telephone (512) 239-4691, FAX (512) 239-2214

### System Inventory and Water Conservation Plan for Individually-Operated Irrigation Systems

This form is provided to assist entities in developing a water conservation plan for individually-operated irrigation systems. If you need assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4691.

*Additional resources such as best management practices (BMPs) are available on the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.*

#### Contact Information

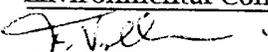
Name: Natural Dairy Grower Land, LP

Address: 600 CR 252 Gustine, TX 76455

Telephone Number: (325) 667-7266 Fax: ( )

Form Completed By: Richard George

Title: Environmental Consultant

Signature:  Date: 5 / 14 / 20

**A water conservation plan for agriculture use (individual irrigation user) must include the following requirements (as detailed in 30 TAC Section 288.4). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.**

**I. BACKGROUND DATA**

**A. Water Use**

1. Annual diversion appropriated or requested (in acre-feet): 9
2. In the table below, list the amount of water (in acre-feet) that is or will be diverted monthly for irrigation during the year.

Actual totals may vary monthly depending on weather conditions (i.e. heat, precipitation, wind, etc... not to exceed 9 acre-feet annually.

January	February	March	April
<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
May	June	July	August
<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
September	October	November	December
<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>
<b>Total All Months</b>			<u>9</u>

3. In the table below, list the type of crop(s), growing season, and acres irrigated per year.

<u>Type of crop</u>	<u>Growing Season (Months)</u>	<u>Acres irrigated/year</u>
<u>Tifton Coastal</u>	<u>April-September</u>	<u>2,283.558</u>
<u>Sorghum/Corn</u>	<u>March-August</u>	<u>2,283.558</u>
<u>Small Grain (Rye/Wheat)</u>	<u>September-March</u>	<u>Up to 2,859.958</u>
<b>Total acres irrigated</b>		<u>2,859.958</u>

4. Are crops rotated seasonally or annually?     Yes                       No

If yes, please describe: Cultivated crops are rotated seasonally. All crops may be rotated seasonally/annually depending on economic feasibility and nutritional demand.

5. Describe soil type (including permeability characteristics, if applicable).

Dominant soils are clays, loams, sandy clay & sandy clay loams.

**B. Irrigation system information**

1. Describe the existing irrigation method or system and associated equipment including pumps, flow rates, plans, and/or sketches of system the layout. Include the rate (in gallons per minute or cubic feet per second) that water is diverted from the source of supply. If this WCP is submitted as part of a water right application, verify that the diversion volumes and rates are consistent with those in the application.

Existing irrigation systems are center pivots fitted with MESA drop nozzles for increased efficiency in application and reduced evaporation losses. The pivots are fed by portable pumps and water is conveyed from the pumps to the pivots via sealed pipeline. If more than one diversion pump is utilized simultaneously, the diversion rate will not exceed 475 gpm. As more technological advances are made, the applicant will upgrade the systems accordingly when it is economically feasible. Future additions may be made with the possibility of additional center pivots being installed. A reel gun is planned for future irrigation on land not under center pivots.

2. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5%.

Flowmeters are installed on all diversion pipes with +/- accuracy ratings of 3-5%.

3. Provide specific, quantified 5-year and 10-year targets for water savings including, where appropriate, quantitative goals for irrigation water use efficiency and a pollution abatement and prevention plan below in 3(a) and 3(b). Water savings may be represented in acre-feet or in water use efficiency. If you are not planning to change your irrigation system in the next five or ten years, then you may use your existing efficiencies or savings as your 5-year and /or 10-year goals. Please provide an explanation in the space provided below if you plan to use your existing efficiencies or savings.

The current pivot efficiency ratings are estimated at 85%. Although not currently planned, any future modifications made to the equipment will maintain or increase the current efficiency of the existing systems and any new systems installed will target an 85% or higher efficiency rating as well.

Quantified 5-year and 10-year targets for water savings:

- a. 5-year goal:  
Savings in acre-feet                      or system efficiency as a percentage 85 %
- b. 10-year goal:  
Savings in acre-feet                      or system efficiency as a percentage 85 %

*(Examples of Typical Efficiencies for Various Types of Irrigation Systems - Surface: 50-80%; Sprinkler: 70-85%; LEPA: 80-90%; Micro-irrigation: 85-95%)*

4. If there is an existing irrigation system, have any system evaluations been performed on the efficiency of the system?

Yes                       No

If yes, please provide the date of the evaluation, evaluator's name and the results of the evaluation:

### C. Conservation practices

1. Describe any water conserving irrigation equipment, application system or method in the irrigation system (e.g., surge irrigation, low pressure sprinkler, drip irrigation, nonleaking pipe).

Existing center pivots are fitted with high efficiency MESA drop nozzles and the systems are fed by a sealed pipeline to avoid leaks/waste.

2. Describe any methods that will be used for water loss control and leak detection and repair.

All irrigation equipment is routinely maintained and repaired to maintain maximum operating efficiency. The systems are closely monitored during operation and any leaks found during inspections are promptly repaired to avoid water losses and increase conservation.

3. Describe any water-saving scheduling or practices to be used in the application of water (e.g., irrigation only in early morning, late evening or night hours and/or during lower temperatures and winds) and methods to measure the amount of water applied (e.g. soil-moisture monitoring).

The center pivot irrigation systems are run during optimal weather conditions such as low wind, early morning, or late evening to avoid high losses due to wind and evaporation.

4. Describe any water-saving land improvements or plans to be incorporated into the irrigation practices for retaining or reducing runoff and increasing infiltration of rain and irrigation water (e.g., land leveling, conservation tillage, furrow diking, weed control, terracing, etc.).

Weed control practices are implemented throughout the year to rid out weeds and unwanted/invasive plants. Land leveling & terracing are also practiced where applicable to eliminate runoff from steep slopes and increase the infiltration rate of the water into the soil.

5. Describe any methods for recovery and reuse of tail water runoff.

Center pivots are monitored during operation and fields are not watered over their water holding capacity. Irrigation systems are shut off before any tail water runoff occurs.

6. Describe any other water conservation practices, methods, or techniques for preventing waste and achieving conservation.

All irrigation equipment is maintained to operate at the highest level of efficiency and is monitored during operation to prevent any water waste and achieve maximum water conservation.

## **II. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER**

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

## Attachment G

Note: All photos in Attachment G were taken on the bank directly adjacent to the upstream and downstream diversion limit locations (1 photo facing upstream and 1 photo facing downstream.) All photos correspond with the upstream and downstream limits as noted in the maps (Attachment B Site Maps 1, 2 & 3 – limits marked as yellow dots.)



Photo 1: (Reach A-A' North) Upstream Limit A Looking Upstream



Photo 2: (Reach A-A' North) Upstream Limit A Looking Downstream



Photo 3: (Reach A-A' North) Downstream Limit A' Looking Upstream



Photo 4: (Reach A-A' North) Downstream Limit A' Looking Downstream



Photo 5: (Reach A-A' South) Upstream Limit A Looking Upstream



Photo 6: (Reach A-A' South) Upstream Limit A Looking Downstream

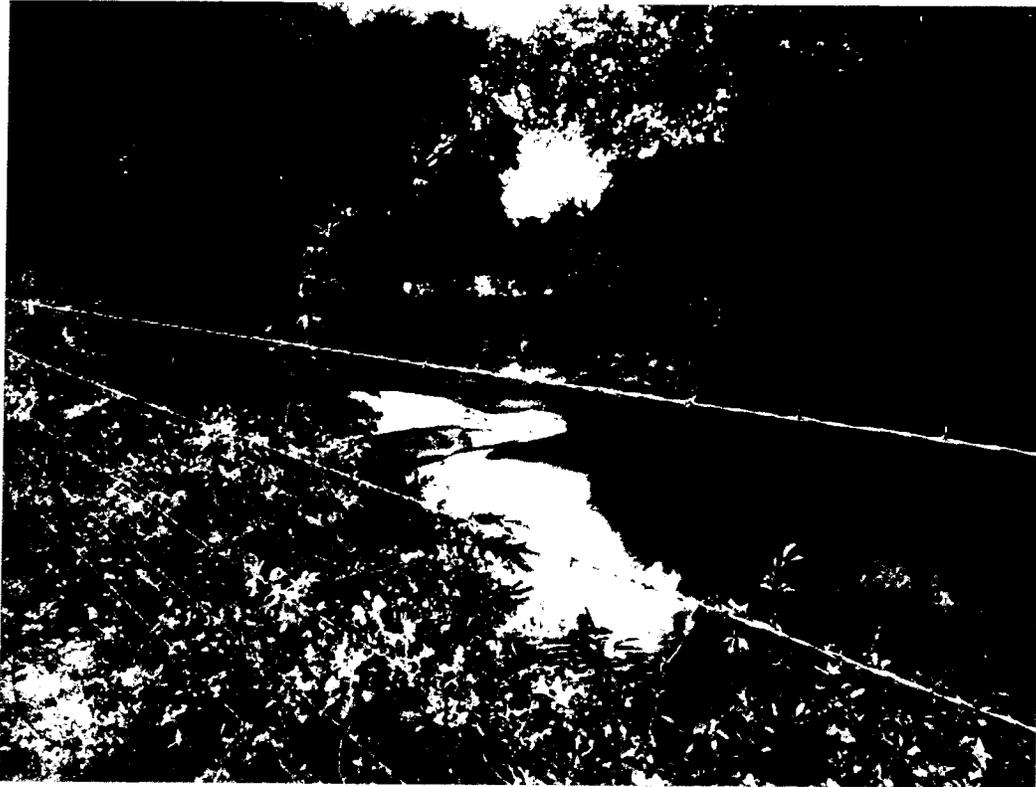


Photo 7: (Reach A-A' South) Downstream Limit A' Looking Upstream



Photo 8: (Reach A-A' South) Downstream Limit A' Looking Downstream



Photo 9: (Reach B-B') Upstream Limit B Looking Upstream



Photo 10: (Reach B-B') Upstream Limit B Looking Downstream

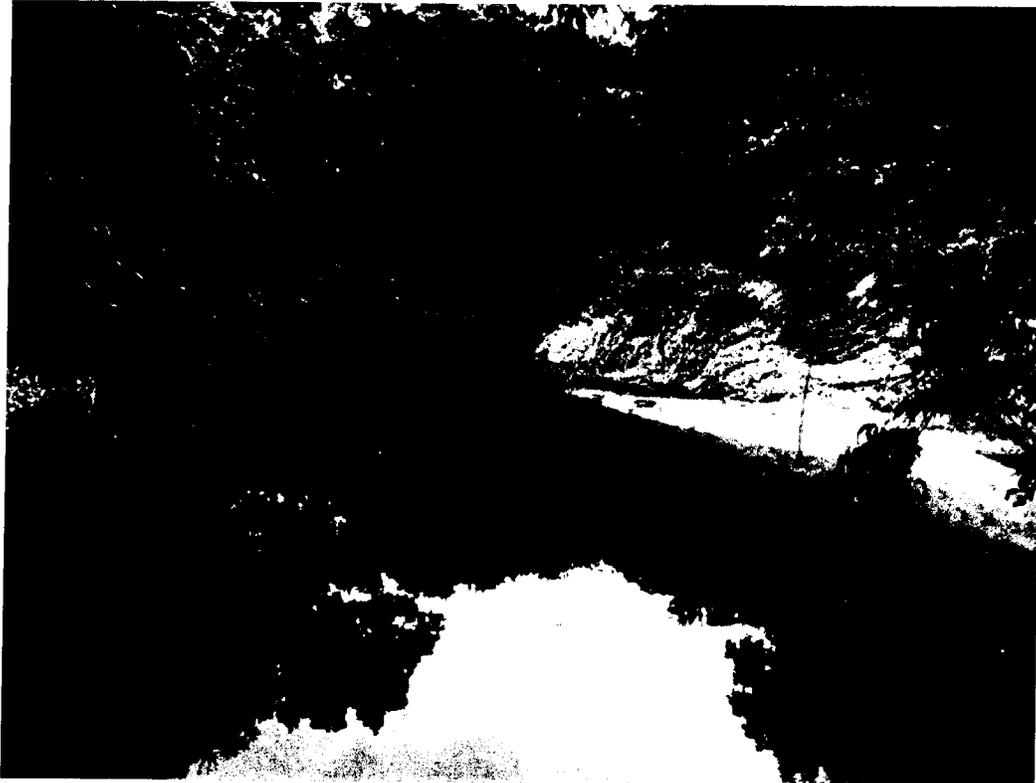


Photo 11: (Reach B-B') Downstream Limit B' Looking Upstream

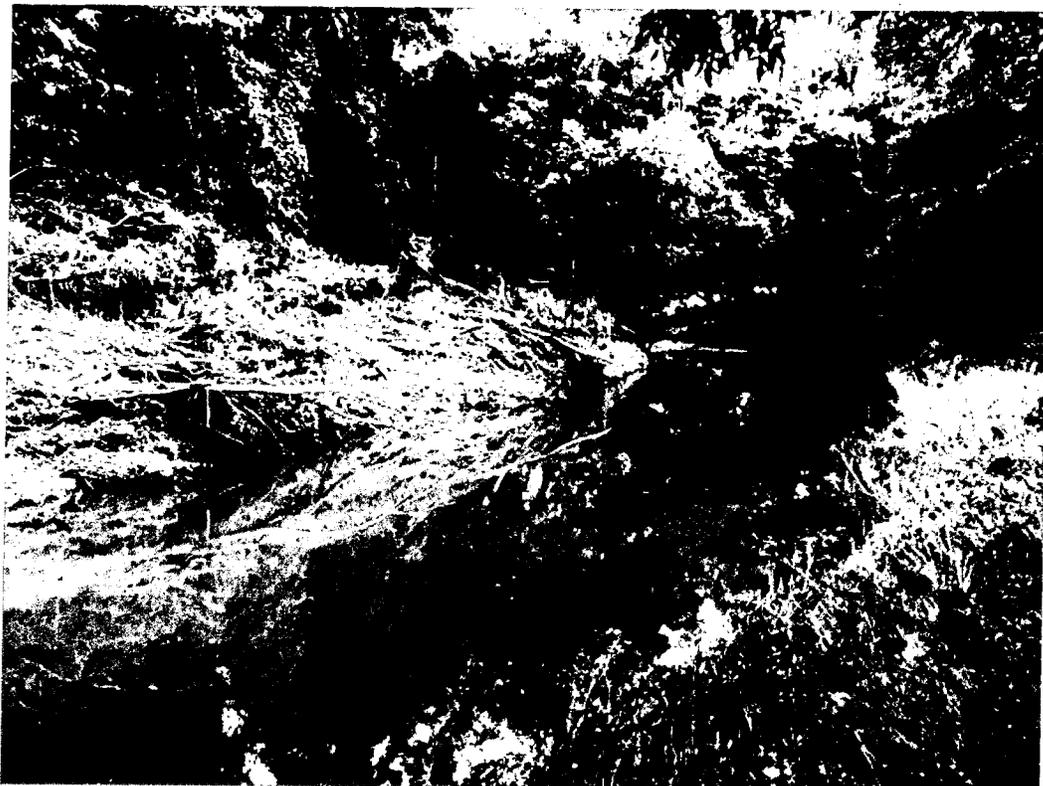


Photo 12: (Reach B-B') Downstream Limit B' Looking Downstream

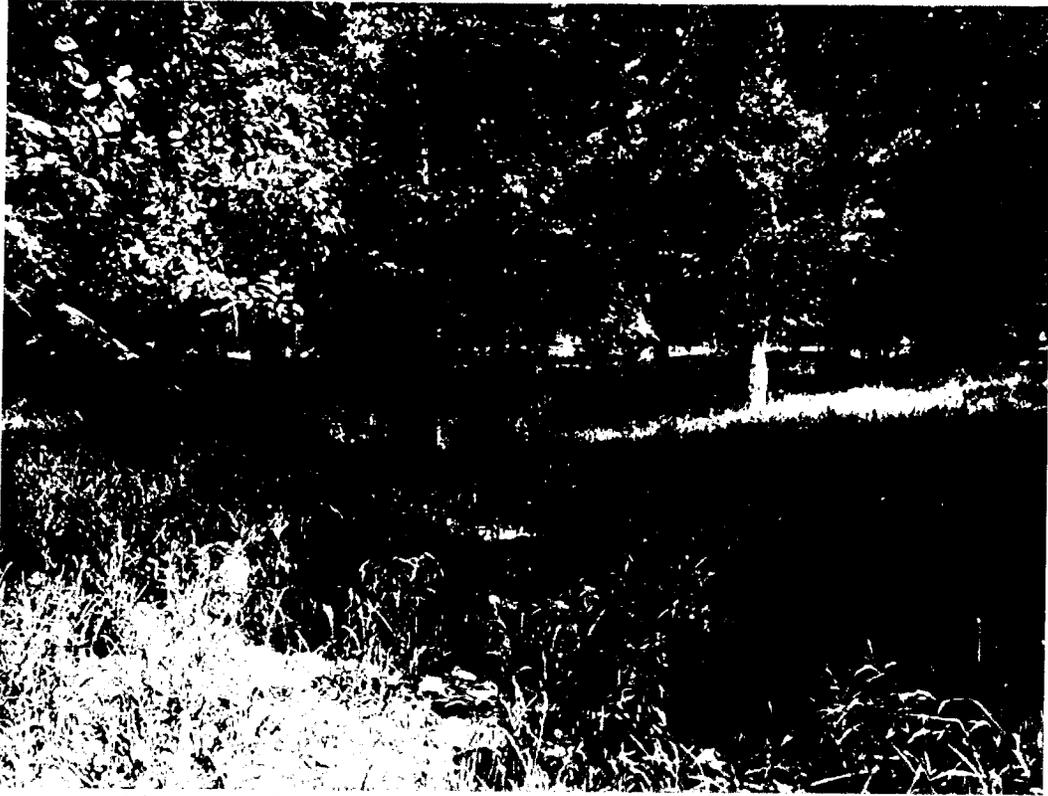


Photo 13: (Reach C-C') Upstream Limit C Looking Upstream



Photo 14: (Reach C-C') Upstream Limit C Looking Downstream



Photo 15: (Reach C-C') Downstream Limit C' Looking Upstream



Photo 16: (Reach C-C') Downstream Limit C' Looking Downstream



Photo 17: (Reach D-D') Upstream Limit D Looking Upstream



Photo 18: (Reach D-D') Upstream Limit D Looking Downstream



Photo 19: (Reach D-D') Downstream Limit D' Looking Upstream



Photo 20: (Reach D-D') Downstream Limit D' Looking Downstream



Photo 21: (Reach E-E') Upstream Limit E Looking Upstream



Photo 22: (Reach E-E') Upstream Limit E Looking Downstream



Photo 23: (Reach E-E') Downstream Limit E' Looking Upstream



Photo 24: (Reach E-E') Downstream Limit E' Looking Downstream



Photo 25: (Reach F-F') Upstream Limit F Looking Upstream



Photo 26: (Reach F-F') Upstream Limit F Looking Downstream



Photo 27: (Reach F-F') Downstream Limit F' Looking Upstream



Photo 28: (Reach F-F') Downstream Limit F' Looking Downstream