

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF AN APPLICATION FOR A TEMPORARY WATER USE PERMIT

APPLICATION NO. 14033

Plum Creek Conservation District seeks a temporary water use permit to divert and use not to exceed 214 acre-feet of water, within a period of three years from Tenney Creek, Guadalupe River Basin, for industrial and agricultural purposes for dam rehabilitation in Caldwell County. More information on the application and how to participate in the permitting process is given below.

**APPLICATION.** Plum Creek Conservation District, Applicant, P.O. Box 328, Lockhart, TX 78644-0348, has applied to the Texas Commission on Environmental Quality (TCEQ) for a Temporary Water Use Permit pursuant to Texas Water Code § 11.138 and TCEQ Rules Title 30 Texas Administrative Code (TAC) § 295.1, *et seq.* Mailed notice to downstream water right holders of record in the Guadalupe River Basin is required pursuant to Title 30 TAC § 295.154(a).

Plum Creek Conservation District (Applicant) seeks a temporary water use permit to divert and use not to exceed 214 acre-feet of water, within a period of three years, from Tenney Creek, tributary of Plum Creek, tributary of the San Marcos River, Guadalupe River Basin for industrial and agricultural purposes for dam rehabilitation in Caldwell County.

Applicant operates an exempt reservoir, Site 28, for flood control purposes. The reservoir was constructed in cooperation with the United States Department of Agriculture, Natural Resource Conservation Service (formerly known as the Soil Conservation Service) pursuant to Public Law 83-566.

Applicant is performing repair and rehabilitation work on the dam to meet current dam safety requirements.

Water will be diverted at a maximum diversion rate of 4.01 cfs (1,800 gpm), from anywhere on the perimeter of the reservoir, identified by a point located at Latitude 29.856381° N, Longitude 97.510052° W in Caldwell County, in ZIP Code 78616.

The application was received on October 17, 2024, and fees were received on October 22, 2024. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on November 14, 2024.

The Executive Director completed the technical review of the application and prepared a draft permit. The draft permit, if granted, would include special conditions including, but not limited to, streamflow restrictions. The application, technical memoranda, and Executive Director's draft permit 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 June 26, 2025. 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 June 26, 2025. The Executive Director may approve the application unless a written request for a contested case hearing is filed by June 26, 2025.

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 WRTF 14033 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: June 11, 2025

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## TEMPORARY WATER USE PERMIT

PERMIT NO. 14033

TYPE § 11.138

Permittee: Plum Creek Conservation District      Address: P.O. Box 328  
Lockhart, TX 78644-0328

Received: October 17, 2024      Granted:

Watercourse: Tenney Creek      County: Caldwell

Watershed: Guadalupe River Basin

WHEREAS, after considering the recommendation of the staff relative to the above identified application, the following findings of fact and conclusions of law are made:

### FINDINGS OF FACT

1. The application is in proper form and accompanied by all necessary fees.
2. Sufficient water is available at the proposed point of diversion to satisfy the requested diversion and use of not to exceed 214 acre-feet of water, within a period of three years, from Tenney Creek, tributary of Plum Creek, tributary of the San Marcos River, Guadalupe River Basin for agricultural and industrial purposes for dam rehabilitation in Caldwell County.
3. Plum Creek Conservation District (Applicant/Permittee) operates an exempt reservoir, Site 28, for flood control purposes. The reservoir was constructed in cooperation with the United States Department of Agriculture, Natural Resource Conservation Service (formerly known as the Soil Conservation Service) pursuant to Public Law 83-566.
4. Applicant is performing repair and rehabilitation work on the dam to meet current dam safety requirements.
5. Water will be diverted at a maximum diversion rate of 4.01 cfs (1,800 gpm) from anywhere on the perimeter of the reservoir, identified by a point located at Latitude 29.856381° N, Longitude 97.510052° W in Caldwell County.
6. This Permit, if granted, is subject to requirements and orders of the South Texas Watermaster.
7. Notice of this application is required to be mailed to the downstream water right holders of record in the Guadalupe River Basin.

### CONCLUSIONS OF LAW

- A. Jurisdiction is vested to consider this application under Texas Water Code § 11.138 and Title 30 Texas Administrative Code §§ 295.174 and 297.13.
- B. Applicant has complied with the particular requirements of the Texas Commission on Environmental Quality.

The Executive Director recommends that special conditions be included.

NOW, THEREFORE, Temporary Water Use Permit No. 14033 is issued to Plum Creek Conservation District, subject to the following terms and conditions:

1. USE

Permittee is authorized to divert and use not to exceed 214 acre-feet of water, within a period of three years, from Tenney Creek for agricultural and industrial purposes in Caldwell County.

2. DIVERSION

Permittee is authorized to divert:

- A. From a point on the perimeter of the reservoir on Tenney Creek identified by a point located at Latitude 29.856381° N, Longitude 97.510052° W.
- B. At a maximum diversion rate of 4.01 cfs (1,800 gpm).

3. SPECIAL CONDITIONS

- A. Permittee 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 diversion structure(s).
- B. If water level in the reservoir exceeds the conservation pool capacity of 200 acre-feet, diversions of water shall be restricted based on the following streamflows at USGS Gage No. 08173000 - Plum Creek near Luling, TX, as set forth in Paragraphs 3.C. - 3.F. below.

Season	Subsistence	Base
Winter	3 cfs	12 cfs
Spring	2 cfs	10 cfs
Summer	1 cfs	5 cfs
Fall	1 cfs	8 cfs

cfs = cubic feet per second

- C. Seasons are defined as follows: Winter (January through March), Spring (April through June), Summer (July through September), and Fall (October through December).

### Subsistence Flow Special Conditions and 50% Rule



- D. Permittee shall not divert if the average adjusted streamflow at USGS Gage No. 08173000 - Plum Creek near Luling, 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 the time in the absence of any diversion by Permittee. Unless informed otherwise by the South Texas Watermaster, Permittee may assume that under all conditions, measured streamflow plus the rate at which water is being diverted at that time by Permittee under this water right equals adjusted streamflow.
- E. If average adjusted streamflow at USGS Gage No. 08173000 - Plum Creek near Luling, TX is greater than the applicable subsistence flow but less than the applicable base flow, Permittee shall not divert in excess of the rate that would reduce average streamflow at the gage to the applicable subsistence flow plus 50% of the difference between average adjusted streamflow at the gage and the applicable subsistence flow; provided, however, Permittee is not required to adjust its diversion rate more frequently than once every 24 hours.

**Base Flow Special Condition**

- F. If average adjusted streamflow at USGS Gage No. 08173000 - Plum Creek near Luling, TX is greater than the applicable base flow, Permittee shall not divert in excess of the rate that would reduce average streamflow at the gage to the applicable base flow; provided, however, Permittee is not required to adjust its diversion rate more frequently than once every 24 hours.
- G. This temporary water use permit is junior to all existing water rights in the Guadalupe River Basin.
- H. Upon diversion and use of the water authorized herein, this temporary water use permit shall expire and be of no further force and effect.
- I. This temporary water use permit shall expire and become null and void three years from the date of issuance with no further Commission action. Permittee also waives the right to notice and hearing on cancellation of this water right.
- J. No diversion of water shall be made when such water is required to satisfy domestic and livestock demands downstream, or when necessary to satisfy senior and superior water rights and instream needs.
- K. Permittee shall install and maintain a measuring device which accounts for, within 5% accuracy, the quantity of water diverted from the point authorized above in Paragraph 2. DIVERSION and maintain measurement records.
- L. Permittee shall allow representatives of the South Texas Watermaster reasonable access to the property to inspect the measuring device and records.
- M. Permittee shall contact the South Texas Watermaster prior to diversion of water authorized by this permit.
- N. The issuance of this temporary water use permit does not grant to the permittee the right to use private or public property for diversion of water authorized by this permit. This includes property belonging to but not limited to any

individual, partnership, corporation, or public entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to make any diversion authorized by this permit.

This temporary water use permit does not vest in its holder a permanent right and shall in no event be construed as a commitment of the Commission to approve or disapprove any other application or request by the permittee.

This temporary permit is subject to the requirements and orders of the South Texas Watermaster.

Permittee agrees to be bound by the terms, conditions, and provisions contained herein, and such agreement is a condition precedent to the granting of this temporary water use permit.

All other matters requested in the application which are not specifically granted by this temporary water use permit are denied.

This temporary water use permit is issued subject to the Rules of the Texas Commission on Environmental Quality and to its right of continuing supervision.

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For The Commission

DATE ISSUED:

## Jenna Rollins

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**From:** [REDACTED]  
**Sent:** Monday, June 2, 2025 5:03 PM  
**To:** Jenna Rollins  
**Cc:** Humberto Galvan; Chris Kozlowski; 'Ed McCarthy'; [REDACTED]  
**Subject:** RE: Plum Creek Conservation District Application No. 14033 Drafts  
**Attachments:** Plum\_Creek\_Conservation\_District\_14033\_Drafts\_5.29.25.pdf

Hello Ms. Rollins,  
I have reviewed the draft temporary water use permit and public notice for application No. 14033. Everything looks to be in order.  
Thank you.

Daniel Meyer  
Executive Manager  
Plum Creek Conservation District  
1101 W. San Antonio St.  
Lockhart, TX 78644  
(512) 398-2383

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**From:** Jenna Rollins <Jenna.Rollins@tceq.texas.gov>  
**Sent:** Thursday, May 29, 2025 2:09 PM  
**To:** [REDACTED]  
**Cc:** Humberto Galvan <Humberto.Galvan@tceq.texas.gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>  
**Subject:** Plum Creek Conservation District Application No. 14033 Drafts

Good afternoon Mr. Meyer,

Please see the attached draft temporary water use permit and public notice for Plum Creek Conservation District Application No. 14033. Please review and provide a response by June 12, 2025.

Best regards,  
Jenna Rollins, Program Support Coordinator  
Water Rights Permitting and Availability Section  
Water Availability Division  
512-239-1845

## Jenna Rollins

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**From:** [REDACTED]  
**Sent:** Thursday, May 29, 2025 2:18 PM  
**To:** Jenna Rollins  
**Cc:** Humberto Galvan; Chris Kozlowski  
**Subject:** RE: Plum Creek Conservation District Application No. 14033 Drafts

Good Afternoon Ms. Rollins,  
Yes, I will review and get back with you before June 12<sup>th</sup>  
Thanks

Daniel Meyer  
Executive Manager  
Plum Creek Conservation District  
1101 W. San Antonio St.  
Lockhart, TX 78644  
(512) 398-2383

---

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**Sent:** Thursday, May 29, 2025 2:09 PM  
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Brooke T. Paup, *Chairwoman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 29, 2025

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

**VIA E-MAIL**

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

Dear Mr. Meyer:

Drafts, subject to revision, of the public notice, proposed Temporary Water Use Permit No. 14033, 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 June 12, 2025 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 15-day comment period and once the comment period has closed, the proposed Temporary Water Use Permit No. 14033 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 [jenna.rollins@tceq.texas.gov](mailto:jenna.rollins@tceq.texas.gov) or by telephone at 512-239-1845.

Sincerely,

A handwritten signature in cursive script that reads "Jenna Rollins".

Jenna Rollins, Program Support Coordinator  
Water Rights Permitting and Availability Section  
Water Availability Division

Attachments

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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The application was received on October 17, 2024, and fees were received on October 22, 2024. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on November 14, 2024.

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Issued:



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## TEMPORARY WATER USE PERMIT

PERMIT NO. 14033

TYPE § 11.138

Permittee: Plum Creek Conservation District      Address: P.O. Box 328  
Lockhart, TX 78644-0328

Received: October 17, 2024      Granted:

Watercourse: Tenney Creek      County: Caldwell

Watershed: Guadalupe River Basin

WHEREAS, after considering the recommendation of the staff relative to the above identified application, the following findings of fact and conclusions of law are made:

### FINDINGS OF FACT

1. The application is in proper form and accompanied by all necessary fees.
2. Sufficient water is available at the proposed point of diversion to satisfy the requested diversion and use of not to exceed 214 acre-feet of water, within a period of three years, from Tenney Creek, tributary of Plum Creek, tributary of the San Marcos River, Guadalupe River Basin for agricultural and industrial purposes for dam rehabilitation in Caldwell County.
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4. Applicant is performing repair and rehabilitation work on the dam to meet current dam safety requirements.
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6. This Permit, if granted, is subject to requirements and orders of the South Texas Watermaster.
7. Notice of this application is required to be mailed to the downstream water right holders of record in the Guadalupe River Basin.

### CONCLUSIONS OF LAW

- A. Jurisdiction is vested to consider this application under Texas Water Code § 11.138 and Title 30 Texas Administrative Code §§ 295.174 and 297.13.
- B. Applicant has complied with the particular requirements of the Texas Commission on Environmental Quality.

The Executive Director recommends that special conditions be included.

NOW, THEREFORE, Temporary Water Use Permit No. 14033 is issued to Plum Creek Conservation District, subject to the following terms and conditions:

1. USE

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2. DIVERSION

Permittee is authorized to divert:

- A. From a point on the perimeter of the reservoir on Tenney Creek identified by a point located at Latitude 29.856381° N, Longitude 97.510052° W.
- B. At a maximum diversion rate of 4.01 cfs (1,800 gpm).

3. SPECIAL CONDITIONS

- A. Permittee 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 diversion structure(s).
- B. If water level in the reservoir exceeds the conservation pool capacity of 200 acre-feet, diversions of water shall be restricted based on the following streamflows at USGS Gage No. 08173000 - Plum Creek near Luling, TX, as set forth in Paragraphs 3.C. - 3.F. below.

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cfs = cubic feet per second

- C. Seasons are defined as follows: Winter (January through March), Spring (April through June), Summer (July through September), and Fall (October through December).

### Subsistence Flow Special Conditions and 50% Rule

- D. Permittee shall not divert if the average adjusted streamflow at USGS Gage No. 08173000 - Plum Creek near Luling, 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 the time in the absence of any diversion by Permittee. Unless informed otherwise by the South Texas Watermaster, Permittee may assume that under all conditions, measured streamflow plus the rate at which water is being diverted at that time by Permittee under this water right equals adjusted streamflow.
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**Base Flow Special Condition**

- F. If average adjusted streamflow at USGS Gage No. 08173000 - Plum Creek near Luling, TX is greater than the applicable base flow, Permittee shall not divert in excess of the rate that would reduce average streamflow at the gage to the applicable base flow; provided, however, Permittee is not required to adjust its diversion rate more frequently than once every 24 hours.
- G. This temporary water use permit is junior to all existing water rights in the Guadalupe River Basin.
- H. Upon diversion and use of the water authorized herein, this temporary water use permit shall expire and be of no further force and effect.
- I. This temporary water use permit shall expire and become null and void three years from the date of issuance with no further Commission action. Permittee also waives the right to notice and hearing on cancellation of this water right.
- J. No diversion of water shall be made when such water is required to satisfy domestic and livestock demands downstream, or when necessary to satisfy senior and superior water rights and instream needs.
- K. Permittee shall install and maintain a measuring device which accounts for, within 5% accuracy, the quantity of water diverted from the point authorized above in Paragraph 2. DIVERSION and maintain measurement records.
- L. Permittee shall allow representatives of the South Texas Watermaster reasonable access to the property to inspect the measuring device and records.
- M. Permittee shall contact the South Texas Watermaster prior to diversion of water authorized by this permit.
- N. The issuance of this temporary water use permit does not grant to the permittee the right to use private or public property for diversion of water authorized by this permit. This includes property belonging to but not limited to any

individual, partnership, corporation, or public entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to make any diversion authorized by this permit.

This temporary water use permit does not vest in its holder a permanent right and shall in no event be construed as a commitment of the Commission to approve or disapprove any other application or request by the permittee.

This temporary permit is subject to the requirements and orders of the South Texas Watermaster.

Permittee agrees to be bound by the terms, conditions, and provisions contained herein, and such agreement is a condition precedent to the granting of this temporary water use permit.

All other matters requested in the application which are not specifically granted by this temporary water use permit are denied.

This temporary water use permit is issued subject to the Rules of the Texas Commission on Environmental Quality and to its right of continuing supervision.

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For The Commission

DATE ISSUED:

# Texas Commission on Environmental Quality

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## INTEROFFICE MEMORANDUM

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

Date: March 07, 2025

Through: *KA* Kathy Alexander, Ph.D., Policy and Technical Analyst  
Water Availability Division

*TG* Trent Gay, Team Leader  
Surface Water Availability Team

From: Aya Bangun, Hydrologist  
Surface Water Availability Team

Subject: Plum Creek Conservation District  
WRTP 14033  
CN600658181  
Tenney Creek, Guadalupe River Basin  
Caldwell County

### HYDROLOGY REVIEW

#### Application Summary

Plum Creek Conservation District (District) requests a temporary water use permit to divert a maximum of 214 acre-feet of water within a three-year period from a point on Tenney Creek, Guadalupe River Basin, at a maximum diversion rate of 4.01 cfs (1,800 gpm), for agricultural and industrial purposes to perform a dam rehabilitation in Caldwell County.

The application was declared administratively complete on November 14, 2024.

#### Hydrology Review

Pursuant to Title 30 Texas Administrative Code (TAC) §298 Subchapter E, Resource Protection staff recommended instream flow requirements and special conditions for this application. See Resource Protection memorandum dated January 24, 2025.

The District operates an exempt reservoir for flood control purposes with a capacity of 200 acre-feet of water at normal conservation pool level. Any impounded water in excess of 200 acre-feet, resulting from rainwater inflows, is temporarily detained while the water is released downstream in a controlled manner to minimize

flooding. The District is requesting the diversion of surplus water for dam rehabilitation.

Staff reviewed current conditions in the Guadalupe River Basin to determine whether surplus water is available for the request. Staff notes that the most recent Drought Monitor (March 4, 2025) indicates that the portion of Caldwell County, where the application is located, is experiencing moderate drought conditions. Staff also notes that the Drought Outlook indicates that drought conditions are likely to persist.

The diversion requested in the application is for a short period of time (3 years). The temporary permit will be junior to all existing water rights, and subject to suspension if water is needed for those water rights. The requested diversion is from impounded water in the reservoir; therefore, some water would likely be available to support the application for a short period of time. Staff acknowledges the District's purpose of use is for dam rehabilitation.

The application was also evaluated in accordance with Title 30 TAC §298.380(a) to determine whether the new appropriation of water requested in the application would cause or contribute to an impairment of inflow regimes as described in that subsection. The requested diversion is approximately 235.03 river miles upstream of the San Antonio Bay. Results of the analysis indicate no impairment of the inflow regime under the rule.

In addition, the application is subject to the requirements and orders of the South Texas Watermaster. The Watermaster actively manages water rights on a daily basis and protects senior water rights in times of shortages.

Staff's opinion is that existing water rights will not be affected by this short-term permit.

### **Conclusion**

Staff can support granting the temporary application provided any temporary permit issued includes Resource Protection Staff's recommendations.

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


  
\_\_\_\_\_  
Aya Bangun, Hydrologist

# Texas Commission on Environmental Quality

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## INTEROFFICE MEMORANDUM

**To:** Jeremy Walker-Lee, Project Manager **Date:** January 24, 2025  
Water Rights Permitting Team

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

**From:** Kenneth Coonrod, Aquatic Scientist  
Resource Protection Team

**Subject:** Plum Creek Conservation District  
WRTP 14033  
CN600658181  
Tenney Creek, Guadalupe River Basin  
Caldwell 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

Plum Creek Conservation District (District) requests a temporary water use permit to divert a maximum of 214 acre-feet of water within a three-year period from a point on Tenney Creek, Guadalupe River Basin, at a maximum diversion rate of 4.01 cfs (1,800 gpm), for agricultural and industrial purposes in Caldwell County.

### ENVIRONMENTAL ANALYSIS

On August 8, 2012, the TCEQ adopted environmental flow standards for the Guadalupe, San Antonio, Mission, and Aransas Rivers, and Mission, Copano, Aransas, and San Antonio Bays (Title 30 Texas Administrative Code (TAC) Chapter 298 Subchapter E). These environmental flow standards are considered adequate to support a sound ecological environment (Title 30 TAC § 298.360).

The District operates an exempt reservoir for flood control purposes with a capacity of 200 acre-feet of water at normal conservation pool level. Any impounded water in excess of 200 acre-feet, resulting from rainfall inflows, are temporarily detained while the water is released downstream in a controlled manner to minimize flooding. The District is requesting the use of surplus water for dam rehabilitation, which would be subject to the adopted standards when inflows increase the amount in the reservoir to greater than 200 acre-feet and water is being released downstream. This review is conducted in accordance with §11.147(e-3) of the TWC

and Title 30 TAC Chapter 298 Subchapter E (Guadalupe, San Antonio, Mission, and Aransas Rivers, and Mission, Copano, Aransas, and San Antonio Bays). In Title 30 TAC § 298.380(c)(5), environmental flow standards were established at United States Geological Survey (USGS) Gage No. 08173000 – Plum Creek near Luling, TX, and the applicable environmental flow standards are shown in Table 1.

**Table 1. Environmental Flow Standards at USGS Gage No. 08173000 – Plum Creek near Luling, TX**

<b>Season</b>	<b>Subsistence</b>	<b>Base</b>
Winter	3 cfs	12 cfs
Spring	2 cfs	10 cfs
Summer	1 cfs	5 cfs
Fall	1 cfs	8 cfs

cfs = cubic feet per second

Subsistence and base flow standards vary depending on the season. Seasons are defined in Title 30 TAC § 298.355 as follows: Winter (January through March), Spring (April through June), Summer (July through September), and Fall (October through December).

No special conditions for high flow pulses are required, because the proposed maximum diversion rate, 4.01 cfs, is less than 20% of the applicable pulse trigger level requirements of an applicable high flow pulse, as described in Title 30 TAC § 298.385(b).

Resource Protection staff recommend that diversion of water under this proposed temporary permit should be limited to comply with the applicable environmental flow standards when the water in the reservoir exceeds the conservation pool capacity of 200 acre-feet.

### **RECOMMENDATIONS**

Resource Protection staff recommend the following Special Conditions be included in the proposed temporary permit, if granted:

1. Permittee 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 diversion structure(s).
2. If water in the reservoir exceeds the conservation pool capacity of 200 acre-feet, diversions of water shall be restricted based on the following



streamflows at USGS Gage No. 08173000 – Plum Creek near Luling, TX, as set forth in Special Conditions 3-6 below.

<b>Season</b>	<b>Subsistence</b>	<b>Base</b>
Winter	3 cfs	12 cfs
Spring	2 cfs	10 cfs
Summer	1 cfs	5 cfs
Fall	1 cfs	8 cfs

cfs = cubic feet per second

3. Seasons are defined as follows: Winter (January through March), Spring (April through June), Summer (July through September), and Fall (October through December).

### **Subsistence Flow Special Conditions and 50% Rule**

4. Permittee shall not divert if the average adjusted streamflow at USGS Gage No. 08173000 – Plum Creek near Luling, 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 the time in the absence of any diversion by Permittee. Unless informed otherwise by the South Texas Watermaster, Permittee may assume that under all conditions, measured streamflow plus the rate at which water is being diverted at that time by Permittee under this water right equals adjusted streamflow.
5. If average adjusted streamflow at USGS Gage No. 08173000 – Plum Creek near Luling, TX is greater than the applicable subsistence flow but less than the applicable base flow, Permittee shall not divert in excess of the rate that would reduce average streamflow at the gage to the applicable subsistence flow plus 50% of the difference between average adjusted streamflow at the gage and the applicable subsistence flow; provided, however, Permittee is not required to adjust its diversion rate more frequently than once every 24 hours.

### **Base Flow Special Condition**

6. If average adjusted streamflow at USGS Gage No. 08173000 – Plum Creek near Luling, TX is greater than the applicable base flow, Permittee shall not divert in excess of the rate that would reduce average streamflow at the gage to the applicable base flow; provided, however, Permittee is not required to adjust its diversion rate more frequently than once every 24 hours.

*Kenneth Coonrod*  
Kenneth Coonrod, Aquatic Scientist

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Jon Niermann, *Chairman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

November 14, 2024

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

**VIA E-MAIL**

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

Dear Mr. Meyer:

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

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

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

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

Sincerely,

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

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

# TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader  
Water Rights Permitting Team

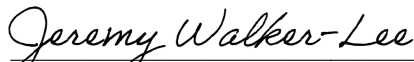
FROM: Jeremy Walker-Lee, Project Manager  
Water Rights Permitting Team

DATE: November 14, 2024

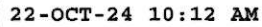
SUBJECT: Plum Creek Conservation District  
WRTP 14033  
CN600658181, RN112068291  
Application No. 14033 for a Temporary Water Use Permit  
Texas Water Code § 11.138, Requiring Limited Mailed Notice  
Tenney Creek, Guadalupe River Basin  
Caldwell County

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

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

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

OCC Mailed Notice Required ☒ YES ☐ NO



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

Total (Fee Code): - \$677.75

Grand Total: - \$6,523.75

**RECEIVED**  
OCT 23 2024  
Water Availability Division

RECEIVED  
OCT 23 2024  
Water Availability Division

# **PLUM CREEK CONSERVATION DISTRICT**

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

**RECEIVED**

OCT 17 2024

Water Availability Division

**October 17, 2024**

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

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

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

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

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# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

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

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

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

**Notice:** This form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol.

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

2. **Type of Diversion (check one):** ☐ From Stream ☒ From Reservoir
  3. **Rate of Diversion:**
    - A. Maximum 1800 gpm  
(capacity of pump)

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

5. **Location of Diversion Point:** Provide Latitude and Longitude in decimal degrees to at least six decimal places, and indicate the method used to calculate the diversion point location.  
At Latitude 29.856381 °N, Longitude -97.510052 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) FM 86 (R-O-W) (Highway), located in Zip Code 78616, located 9.8 miles in a East direction from Lockhart (County Seat), Caldwell County, and 0.5 miles in a NE direction from McMahan, a nearby town shown on County road map. Note: Distance in straight line miles.

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

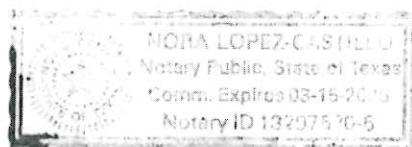
- |  |  |   |                     |                          |           |           |         |         |           |           |           |           |
|--|--|---|---------------------|--------------------------|-----------|-----------|---------|---------|-----------|-----------|-----------|-----------|
| 6. <b>Access to Diversion Point (check one):</b><br><br><input type="checkbox"/> Public right-of-way<br><input type="checkbox"/> Private property<br>(A letter of permission from landowner is attached)<br><input checked="" type="checkbox"/> Other (Explain) <u>See attached Supplement</u> | 7. <b>Fees Enclosed:</b><br><br>Filing ..... \$ 100.00<br>Recording..... \$ 1.25<br>Use (\$1.00 per ac-ft or fraction thereof) ..... \$ 214.00<br>(Note: 1 ac-ft = 325,851 gals. Total ..... \$ 485.25<br>1 ac-ft = 7758.35 bbls.) | <table border="0"> <tr> <td style="text-align: center;">10 ac-ft<br/>or less</td> <td style="text-align: center;">greater than<br/>10 ac-ft</td> </tr> <tr> <td style="text-align: center;">\$ 100.00</td> <td style="text-align: center;">\$ 250.00</td> </tr> <tr> <td style="text-align: center;">\$ 1.25</td> <td style="text-align: center;">\$ 1.25</td> </tr> <tr> <td style="text-align: center;">\$ 214.00</td> <td style="text-align: center;">\$ 214.00</td> </tr> <tr> <td style="text-align: center;">\$ 485.25</td> <td style="text-align: center;">\$ 485.25</td> </tr> </table> | 10 ac-ft<br>or less | greater than<br>10 ac-ft | \$ 100.00 | \$ 250.00 | \$ 1.25 | \$ 1.25 | \$ 214.00 | \$ 214.00 | \$ 485.25 | \$ 485.25 |
| 10 ac-ft<br>or less  | greater than<br>10 ac-ft   |   |                     |                          |           |           |         |         |           |           |           |           |
| \$ 100.00  | \$ 250.00  |   |                     |                          |           |           |         |         |           |           |           |           |
| \$ 1.25  | \$ 1.25  |   |                     |                          |           |           |         |         |           |           |           |           |
| \$ 214.00  | \$ 214.00  |   |                     |                          |           |           |         |         |           |           |           |           |
| \$ 485.25  | \$ 485.25  |   |                     |                          |           |           |         |         |           |           |           |           |

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

*Daniel Meyer*  
Name (sign)

Daniel Meyer, Executive Manager  
Name (print)

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



*Nora Lopez-Castillo*  
Notary Public, State of Texas



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

Plum Creek Conservation District, a Chapter 51, Texas Water Code, Water Control and Improvement District, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating under the applicable provisions of Texas law including Chapters 49 and 51<sup>1</sup> is seeking a temporary water right authorizing the diversion of up to 214 acre-feet of water over a 3-year period from an on-channel reservoir known as "Site 28" within the District's boundaries in Caldwell County, Texas, pursuant to Section 11.138, Texas Water Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit “1”**

TCEQ Public Participation Form No. 20960



Texas Commission on Environmental Quality

## Public Involvement Plan Form for Permit and Registration Applications

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

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

### Section 1. Preliminary Screening

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

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

### Section 2. Secondary Screening

- ☐ Requires public notice,  
☐ Considered to have significant public interest, and  
☐ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

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

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

This project does not meet the criteria for a PIP.

### Section 3. Application Information

#### Type of Application (check all that apply):

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

#### Water Quality

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

#### Water Rights New Permit

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

#### Amendment to an Existing Water Right

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

### Section 4. Plain Language Summary

Provide a brief description of planned activities.



## Section 5. Community and Demographic Information

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

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

(City)

(County)

(Census Tract)

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

☐

City

☐

County

☐

Census Tract

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

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

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

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

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

### Section 6. Planned Public Outreach Activities

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

☐ Yes ☐ No

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

☐ Yes ☐ No

If Yes, please describe.

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

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

☐ Yes ☐ No

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

### Section 7. Voluntary Submittal

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

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

☐ Yes ☐ No

What types of notice will be provided?

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



**Exhibit “2”**  
Easement

Site No. 28

## EASEMENT

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

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

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

for the purposes of:

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

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

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

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

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

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

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

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

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

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

8. Special Provisions: Grantors are aware that the earthen dam will be built on the site now occupied by a well located approximately 1,250 feet in a Northwesterly direction from their dwelling. Since water in the Sediment Pool will be available for livestock permission is hereby granted to destroy the said well.

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

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

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

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

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

Earl Lillian (SEAL)  
(Signature of Grantor)

Janie Lillian (SEAL)  
(Signature of Grantor)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M. W. Carlton  
Notary Public in and for

My Commission Expires June 1 1963 Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_



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

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

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

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

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

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

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

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

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

for the purposes of:

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

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

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

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

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

James Chamberlain  
(Signature of Grantor)

(SEAL)

Scottie Chamberlain (SEAL)  
(Signature of Grantor)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M. W. Carlton  
Notary Public in and for \_\_\_\_\_

My Commission Expires June 1 1963

Caldwell

County, Idaho

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

County, \_\_\_\_\_



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

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

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

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

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

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

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

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

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

for the purposes of:

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

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

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

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

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

James Chamberlain  
(Signature of Grantor)

(SEAL)

Scottie Chamberlain  
(Signature of Grantor)

(SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires June 1, 1963

M. W. Carlton

Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

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

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

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

for the purposes of:

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

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

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

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

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

17<sup>th</sup> day of August, 1961.

James Chamberlain (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

Scottie Chamberlain (SEAL)  
(Signature of Grantor)

(Signature of Grantor)



THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

Notary Public in and for

My Commission Expires

June 1, 1963

M. W. Carlton

Caldwell

County,

Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

Notary Public in and for

My Commission Expires

County,

EASEMENT

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

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

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

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

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

for the purposes of:

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

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

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

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

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

17th day of August, 1961

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

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

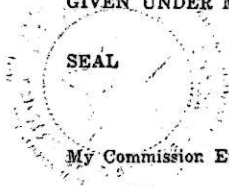
ed James Chamberlain and Scottie Chamberlain, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

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

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

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

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



M. W. Carlton

Notary Public in and for \_\_\_\_\_

My Commission Expires

June 1, 1963

Caldwell

County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

County, \_\_\_\_\_

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

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

for the purposes of:

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

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

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

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

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

Lexia Stephens (SEAL)  
(Signature of Grantor)



THE STATE OF TEXAS \_\_\_\_\_  
COUNTY OF CALDWELL \_\_\_\_\_:

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

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

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

SEAL

M. W. Carlton

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

Site No. 28

## EASEMENT

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

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

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

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

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

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

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

Lexia Stephens (SEAL)  
(Signature of Grantor)

THE STATE OF TEXAS \_\_\_\_\_

COUNTY OF CALDWELL \_\_\_\_\_

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

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

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

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

SEAL M. W. Carlton

Notary Public in and for \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

THE STATE OF TEXAS \_\_\_\_\_

COUNTY OF CALDWELL \_\_\_\_\_:

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

Etta G. Crozier

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires June 1 1963

Caldwell County, Texas



Site No. 28

EASEMENT

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

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

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

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

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

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

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

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

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

THE STATE OF TEXAS

COUNTY OF CALDWELL

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

Etta G. Crozier

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

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

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

SEAL

Notary Public in and for

My Commission Expires

June 1 1963

Caldwell

County,

Texas

## EASEMENT

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

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

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

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

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

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

for the purposes of:

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

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

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

Grantors will be solely responsible for maintaining property lines.

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

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

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

12<sup>th</sup> day of August, 1961.

J. G. Reed  
(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

Elsie Reed  
(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0027

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M. W. Carlton

Notary Public in and for \_\_\_\_\_

My Commission Expires June 1, 1963 Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_



EASEMENT

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

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

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

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

for the purposes of:

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

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

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

Grantors will be solely responsible for maintaining property lines.

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

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

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

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

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

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

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires June 1, 1963

M. W. Carlton  
Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_



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

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

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

for the purposes of:

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

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

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

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

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

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

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0031

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_:

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

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

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Caldwell:

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

ed Richard Dalton King known to me to be the person whose name is subscribed to the foregoing

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

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

SEAL

M. W. Carlton  
Notary Public in and for \_\_\_\_\_

My Commission Expires June 1, 1963 Caldwell County, Ind

## EASEMENT

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

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

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

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

for the purposes of:

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

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

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

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

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

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0033



THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_:

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

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Caldwell:

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

ed Richard Dalton King known to me to be the person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same for the  
purposes and consideration therein expressed.

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires June 1, 1963 Caldwell County, Texas

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

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

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

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

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

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

for the purposes of:

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

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

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

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

14th day of October, 1961

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

(Signature of Grantor)

(SEAL)

Ruth Hurst (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0035

THE STATE OF TEXAS

COUNTY OF Robertson:

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

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

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

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

SEAL

Sam T. Bogan  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ Robertson County, \_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

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



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

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

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

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

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

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

for the purposes of:

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

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

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

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

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

17th day of August, 1961.

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

(Signature of Grantor) (SEAL)

Norma Hurst (SEAL)  
(Signature of Grantor)

(Signature of Grantor) (SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M. W. Carlton  
Notary Public in and for \_\_\_\_\_

My Commission Expires June 1, 1963

Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
County, \_\_\_\_\_

## EASEMENT

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

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

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

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

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

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

for the purposes of:

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

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

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

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

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

17<sup>th</sup> day of August, 19 61.

J R Hurst (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Norma Hurst (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0040



THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M W Carlton  
Notary Public in and for \_\_\_\_\_

My Commission Expires June 1 1963 Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_



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

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

for the purposes of:

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

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

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

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

23rd day of September, 1961

Sherman Cole (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Willie Cole (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0042

## EASEMENT

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

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

for the purposes of:

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

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

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

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

23rd day of September, 1961

Sherman Cole (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Willie Cole (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0043



THE STATE OF TEXAS  
COUNTY OF CALDWELL:

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

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

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

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

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

SEAL

M. W. Carlton

Notary Public in and for

My Commission Expires June 1, 1963 Caldwell County, Texas

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

SEAL

M. W. Carlton

Notary Public in and for

My Commission Expires June 1, 1963

Caldwell County, Texas

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

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

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

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

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

for the purposes of:

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

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

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

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

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

3rd day of October, 1961.

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

(Signature of Grantor)

(SEAL)

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

(Signature of Grantor)

(SEAL)

0046



THE STATE OF TEXAS

COUNTY OF Bastrop:

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

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

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

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

SEAL

E. W. Baker

Notary Public in and for Bastrop County

My Commission Expires June 1, 1963 County, Bastrop

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

## EASEMENT

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

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

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

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

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

for the purposes of:

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

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

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

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

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

3rd day of October, 1961

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

(Signature of Grantor)

(SEAL)

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

(Signature of Grantor)

(SEAL)

0048

THE STATE OF TEXAS

COUNTY OF Bastrop:

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

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

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

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

SEAL

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

My Commission Expires June 1, 1963 County, Bastrop

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

Site No. 28

## EASEMENT

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

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

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

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

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

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

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


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

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

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

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

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

  
(Signature of Grantor)

(SEAL)

  
(Signature of Grantor)

(SEAL)



STATE OF TEXAS,

County of ONDRELL

BEFORE ME, the undersigned authority, on this day personally

appeared Curtis Jeffrey

and his wife Vida Jeffrey

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

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

M. W. Carlton

My Commission Expires June 1 1963

Notary Public, Caldwell County, Texas

0051



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

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

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

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

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

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

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

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

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

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

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

  
(Signature of Grantor)

(SEAL)

  
(Signature of Grantor)

(SEAL)

STATE OF TEXAS,

County of CALDWELL

BEFORE ME, the undersigned authority, on this day personally

appeared Curtis Jeffrey

and his wife Vida Jeffrey

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

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



My Commission Expires June 1

1963

Notary Public,

Caldwell

County, Texas

Vol. 289, page 108  
10/2/61

A Site No. 28

EASEMENT

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



## EASEMENT

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

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

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

Approximately 10.6 acres of \_\_\_\_\_ and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 78.23 acres of land described in that Assignment wherein R. L. Kelse and wife, Essie Page Kelse is Assignor and Lanes Ellis is Assignee. Said Assignment is dated October 10, 1960, and recorded in Vol. 285, page 158 of the Deed Records of Caldwell County, Texas;

And being the identical land described by notes and bounds in that contract of Sale and Purchase wherein Veterans' Land Board of Texas is seller and R. L. Kelse is purchaser. Said contract of Sale and Purchase is dated January 21, 1955, recorded in Vol. 259, page 277 of the Deed Records of Caldwell County, Texas.

For a more particular description of the said 78.23 acre tract of land reference is here made to the two (2) recorded instruments herein above cited.

RECEIVED

SEP 26 1961

General Land Office

for the purposes of:

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0054



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

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

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

26<sup>th</sup> day of September, 1961.

Lester W. Ellis

Grantor

Delma Ellis

Grantor

JERRY SADLER, Chairman

Jerry Sadler

JERRY SADLER, Chairman

Veterans' Land Board

Contents

Legal

Execution

gts

RECEIVED

SEP 26 1961

General Land Office

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M. W. Carlton  
Notary Public in and for

My Commission Expires June 1, 1963

Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
County, \_\_\_\_\_



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

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

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

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

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

Vol. 213, page 295;

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

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

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

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

for the purposes of:

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

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

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

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

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

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

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

17th day of August, 1961.

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

(Signature of Grantor)

(SEAL)

Delma Ellis (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

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

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

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

SEAL

M. W. Carlton  
Notary Public in and for \_\_\_\_\_

My Commission Expires June 1 1963

Caldwell County, Texas

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
County, \_\_\_\_\_



## EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Lanos W. Ellis and wife, Delma Ellis of Caldwell County (Name) (Address) Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

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

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

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

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

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

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

for the purposes of:

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

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

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

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

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

17th day of August, 1961.

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

(Signature of Grantor)

(SEAL)

Delma Ellis (SEAL)  
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0059

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

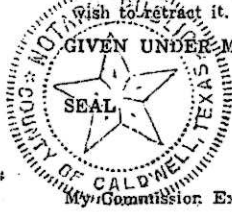
ed Lanos W. Ellis and Delma Ellis, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

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

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

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

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



Notary Public in and for \_\_\_\_\_

Caldwell County, Tx

My Commission Expires June 1, 1963

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

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

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

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

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

SEAL

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_ County, \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF CALDWELL

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

EDNA L. HUSKEY

Clerk County Court, Caldwell County, Texas

By Louis Littlefield Deputy

35/10/1

1743

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

RECORDED JAN 17 1931

VT. 12 O'CLOCK

JAN 17 1931

Edna L. Yunking  
County Court, Clerk all Districts  
Dana Littlefield



THE STATE OF TEXAS

COUNTY OF TRAVIS:

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

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

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

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

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

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

SEAL

Notary Public in and for Travis

My Commission Expires

Travis County,

THE STATE OF TEXAS

COUNTY OF TRAVIS:

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

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

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

SEAL

Mrs. Homer G. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

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

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

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

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

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

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

SEAL

Ms. Norma A. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

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

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

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

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

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

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

SEAL

Ma. Homer C. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis

County,

Texas

0005



THE STATE OF TEXAS

COUNTY OF TRAVIS:

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

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

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

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

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

SEAL

Mo. J. J. Pangel

Notary Public in and for Travis

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_:

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

ed D. C. Stephens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

SEAL

M. W. Carlton

Notary Public in and for \_\_\_\_\_

My Commission Expires June 1 1963 Caldwell County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

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

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

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

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

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

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

SEAL

Mrs. Homer C. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

**THE STATE OF TEXAS**

COUNTY OF TRAVIS:

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

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

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

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

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

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

SEAL

Ms. J. J. Pangel

Notary Public in and for Travis



THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

ed J. W. McDonald and Lucille McDonald<sup>S</sup>, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

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

Lucille McDonald<sup>S</sup>, wife of the said J. W. McDonald, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Lucille McDonald<sup>S</sup>, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

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

SEAL

M. W. Carlton

Notary Public in and for

My Commission Expires June 1 1963

Caldwell County, Texas

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

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

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

SEAL

Rose E. Howard

Notary Public in and for Caldwell County, Texas

My commission Expires

June 1, 1963

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jessie Iex Stephens and Christine<sup>B.</sup> Stephens, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_

Christine<sup>B.</sup> Stephens, wife of the said Jessie Iex Stephens, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_

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

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

SEAL

My Commission Expires June 1 1963

Notary Public in and for \_\_\_\_\_

Caldwell County, Texas

THE STATE OF TEXAS

COUNTY OF CALDWELL:

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

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

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

SEAL

My Commission Expires June 1 1963

Notary Public in and for \_\_\_\_\_

Caldwell County, Texas

THE STATE OF VIRGINIA  
City  
COUNTY OF NORFOLK :

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

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

SEAL

Hazel A. White

Notary Public in and for

Norfolk  
County, VA

My Commission Expires Oct. 8th 1963



## **Pccdjohnnie**

---

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

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

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

Isidro,

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

Thanks,  
Brian

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

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

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

Hello Brian,

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

Isidro

**Exhibit “3”**  
Aerial Plat of Site 28


## Plum Creek Site 28

Diversion Point: Entire Reservoir

LAT: 29.856381 N

Long: -97.510052 W

### Legend

 Diversion Point

Diversion Point

713

Lake Felling Star RV Resort

713

0076

Google Earth

Image © 2024 Airbus



1000 ft





## WORKSHEET 5.0

### ENVIRONMENTAL INFORMATION

#### 1. Impingement and Entrainment

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

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

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

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

Not Applicable

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

a. Identify the appropriate description of the water body.

☐ Stream

☐ Reservoir

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

☐ Other, specify: \_\_\_\_\_

b. Flow characteristics

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

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

☐ Intermittent with Perennial Pools - enduring pools

☐ Perennial - normally flowing

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

☐ USGS flow records

☐ Historical observation by adjacent landowners



☐ Personal observation

☐ Other, specify: \_\_\_\_\_

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

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

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

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

a. For all bed and banks applications:

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

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number\_\_\_\_\_
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:  
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

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

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

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

**Exhibit “5”**  
Resolution Authorizing the Application



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

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

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

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

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

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

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

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

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

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

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



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


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

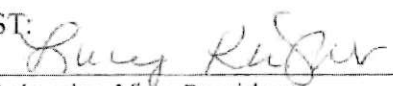
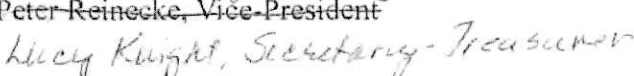
**WHEREAS**, acting in an open duly noticed meeting of the Plum Creek Conservation District Board conducted on September 25<sup>th</sup>, 2024, the Board approved a motion to direct staff to apply to TCEQ for water use permits to be used for the purposes of rehabilitating District Works of Improvement,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

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

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

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

  
James A. Holt, Jr. President

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

**Exhibit “6”**

Copy of Check No. 2499 for Filing Fees

McCARTHY & McCARTHY LLP

2499

Texas Commission on Environmental Quality

10/14/2024

Fee for Filing Water Rights Application with TCEQ.

465.25

Firm Checking 3496      Application Fee

465.25

McCARTHY & McCARTHY LLP

2499

Texas Commission on Environmental Quality

10/14/2024

Fee for Filing Water Rights Application with TCEQ.

465.25

Firm Checking 3496      Application Fee

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