

# POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT (POSGCD)

## Permit Application to Drill or Alter and Operate a Non-Exempt Well

Return this completed form to: POSGCD, PO Box 92 (310 East Ave. C), Milano, TX 76556

Phone: 512-455-9900 FAX: 512-455-9909 Email: [admin@posgcd.org](mailto:admin@posgcd.org)

Please type or print legibly. Incomplete applications will be returned to applicant.

Application Date: \_\_\_\_\_ Well Number: \_\_\_\_\_  
 Date received by POSGCD Assigned by POSGCD

Is the property where this well is or will be located within a subdivision or city? ☒ Yes ☐ No

If yes, please write the name of the subdivision or city: Beaver Creek WCID No. 1

### PURPOSE FOR THIS APPLICATION (Choose one)

☒ New well

Replacement well; if selected, please briefly explain: \_\_\_\_\_

Alter an existing well; if selected, please briefly explain: \_\_\_\_\_

Operate an existing well

Other; if selected, please briefly explain: \_\_\_\_\_

### SECTION 1: APPLICANT

Name: Beaver Creek WCID No. 1, President - James Dever Phone: (979) 272-7703  
 (First, Middle, Last)

Address: 3380 Beaver Creek Drive Email: deverg86@gmail.com

City: Caldwell State: TX Zip: 77836

Are you requesting an exemption under Post Oak Savannah GCD Rule 7.10? Yes ☐ No ☒

If yes, please cite applicable rule, or explain: \_\_\_\_\_

### SECTION 2: FEE REQUIRED

If the applicant intends to drill a new well, increase the size of an existing well, increase the size of a pump on an existing well, or replace a permitted well, then a **\$100 NON-REFUNDABLE FEE PER EXISTING, OR PROPOSED WELL** must accompany this application. The applicant may be required to submit any additional information identified by the board during the permitting process as reasonably required or beneficial to the Districts' decision. Additional funds may be required from the applicant if necessary to complete the District's cost of processing the application.

A charge of \$25.00 will be assessed for all "returned" checks.



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**SECTION 3: AUTHORIZATION TO DRILL**

Has any part of the water rights of the property for this well been leased, sold, or transferred?

Yes

No

If yes, or if the name and address of the property owner is different than the person shown in Section 1, please complete this section and attach proof of authorization to drill and produce groundwater:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
(First, Middle, Last)

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Is a copy of authorization to drill on property attached according to Rule 7.4.4?

Yes

No

**SECTION 4: MAP & SPACING**

You must answer yes to each of the following for this application to be complete:

Is map of area accoring to Rule 7.4.4 attached?

Yes

Is proof of satisfaction of spacing requirements according to Rule 4.1 attached?

Yes

**SECTION 5: PURPOSE FOR WATER USE**

Type of well (Check one): Domestic Municipal Irrigation Other

If other, please explain: \_\_\_\_\_

List proposed usage of water produced from well and the amount of usage, including conjunctive use.

Use: Municipal within BCWCID#1 Only Amount Used: 135,696 gallons/day.

Use: \_\_\_\_\_ Amount Used: \_\_\_\_\_ gallons/day.

Use: \_\_\_\_\_ Amount Used: \_\_\_\_\_ gallons/day.

Total Amount to be used: \_\_\_\_\_ gallons/day.

Location of water usage: Within Beaver Creek WCID#1

Proposed rate at which water will be withdrawn: 175 gallons/minute.

Aquifer & Formation water is to be drawn from: Sparta/Queen City

The total number of acres that overlies the aquifer and formation listed above that is contiguous to the well listed and located above (Rule 7.4.4): 4.0 total acres.

Total amount of water requested per year: 152 acre feet (1 acre foot = 325,851 gallons)





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**SECTION 6: PLANS**

Please attach copies of the following studies or plans, or indicate:

Well Closure Plan

Alternative Supply Plan

Conservation Plan

Drought Contingency Plan

Aquifer Impact Study: \_\_\_\_\_

Declaration to abide by all Rules and the Management Plan of the District (found in Section 8).

*\*\* In lieu of submitting these plans, the applicant may declare that he/she will abide by the District's Rules and Management Plan as they pertain to these items.*

**SECTION 7: Well Information (POSGCD can assist with this Section)**

Well location (directions to well site from nearest state or federal highway):

Begin at FM 3058 and Beaver Creek Dr. and then go West on Beaver Creek Dr.  
and then go Left on Mallard Dr. and then go Right on Teal Lake Dr  
and then go Near intersection of Teal Lake Dr and then go \_\_\_\_\_  
and Pin Oak Ln

Well is located in: Milam County

Burleson County

Well coordinates: Latitude: 30°26'24.65" N Longitude: 96°34'38.58"W

Please attach copies of the following schedules or logs, if available:

Driller's Schedule

Driller's Log/Report

Electric Log

Date well drilled:	Driller's name:	Driller's license number:
Well depth (feet):	Diameter of hole (inches):	Diameter of pipe (inches):
Pump set at (depth of lift in feet):	Depth to water (feet):	Pump size (horse power):
Well capacity (gallons/minute):	Pump power source:	Type of pump:

Request for well to be aggregate with other wells?

Yes

No

If yes, list wells below:

BCWCID#1 Well No. 2



**POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT (POSGCD)**  
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**SECTION 8: Attachments**

Please list all items attached to this permit:

Map of location showing spacing (REQUIRED)

Unique property description (REQUIRED)

Other: Map showing property ownership within 1/2 mile of proposed well, signed  
variance requests of property owners within 437.5 feet of proposed well

**SECTION 9: Affirmation and Execution**

I certify that all statements and information in this application are true and correct. If the name and address in Section 3 of this application is different than that in Section 1, I also certify that I have authorization to act on behalf of the person(s) in Section 2 and that I also have authorization to produce groundwater from this well. I further declare that all groundwater withdrawn will be put to beneficial use at all times. If I have chosen the Declaration option in Section 6, I here by declare that I will abide by all Rules and the Management Plan of the District according to the District's Rule 7.4.4 D, F, G, and H concerning these items.

  
Signature of Applicant

THE STATE OF **TEXAS**

COUNTY OF Burleson

This instrument was acknowledged before me on (date) September 20, 2019

by (applicant) James Dever



  
Notary Signature

Can be notarized in the presence of any Notary of your choice. There is a Notary at the POSGCD office.

**FOR OFFICE USE ONLY**

Has appropriate fee been paid to District to process this application?	Yes	No	Amount Paid:
Is Applicant current with District Rules?	Yes	No	
Is application administratively complete?	Yes	No	
Date of hearing (if applicable):	_____		
Notes:	_____		





**ATTACHEMENT A**

**LOTS 600 AND 601 DEEDS**

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

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS           §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF BURLESON       §

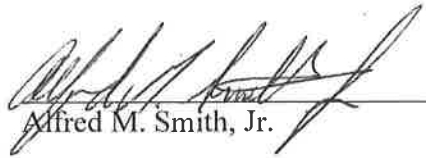
ALFRED M. SMITH, JR. and CURRIE SMITH, individuals having an address at 4207 Cheyenne Circle, Bryan, Texas 77802 (collectively, "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a governmental entity and a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED AND CONVEYED, and by these presents does GRANT AND CONVEY unto Grantee that certain tract of land, together with all improvements thereon, lying and being situated in the State of Texas and County of Burleson (the "Property"), more particularly described as follows, to wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor but not otherwise, subject, however, to all matters of record in Burleson County, Texas, to the extent that such matters are validly existing and are applicable to the Property.



Executed to be effective as of the 19 day of August, 2014.

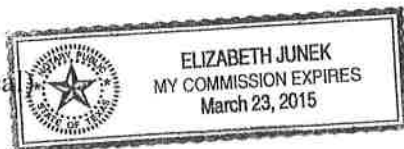
  
Alfred M. Smith, Jr.

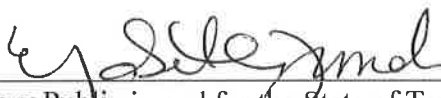
  
Currie Smith

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURLESON   §

This instrument was acknowledged before me on the 19 day of August, 2014, by Alfred M. Smith, Jr. and Currie Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

(Notary Seal)



  
Notary Public in and for the State of Texas

Grantee's Address:

c/o Coats, Rose, Yale, Ryman & Lee, P.C.  
3 E Greenway Plaza, Suite 2000  
Houston, Texas 77046

Doc  
00006929

Bk  
OR

Vol  
962

Pg  
557

Exhibit "A"

The Property

Being Lot 600, Section 3 in Beaver Creek Subdivision, Burleson County, Texas according to map recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas. And being one of the lots described in Deed dated February 26, 2014 from Starward Realty & Development, Inc. to Alfred M. Smith, Jr. and Currie Smith, recorded in Volume 935, Page 642 of the Official Public Records of Burleson County, Texas.

Filed for Record in:  
Burleson County

On: Aug 19, 2014 at 11:19A

As an Official Public Records

Document Number: 00006929

Amount 34.00

Receipt Number - 97897

By:  
Sharon R Burgess

STATE OF TEXAS COUNTY OF BURLESON  
I hereby certify that this instrument  
was filed on the date and time  
stamped hereon by me and was duly  
recorded in the volume and page of  
the named records of:  
Burleson County  
As stamped hereon by me.

Aug 19, 2014

Anna L. Schielack  
Burleson County Clerk



**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

**Covered Risks continued on next page.**

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.


Countersigned by:

  
Burleson County Title Company  
Caldwell, TX

**stewart**  
title guaranty company



  
**Matt Morris**  
President and CEO

  
**Denise Carraux**  
Secretary

Page 1 of Policy  
Serial No.

**O-5966-66522**

## SCHEDULE A

Name and Address of  
Title Insurance Company:  
File No.: 14305

Stewart Title Guaranty Company  
P. O. Box 2020, Houston, TX 7752-2029  
Policy No.: O-5966-66522

**Address for Reference only:** 460 Teal Lake Drive

**Amount of Insurance:** \$30,000.00

**Premium:** \$380.00

**Date of Policy:** August 19, 2014 at 11:19 AM

**1. Name of Insured:**

Beaver Creek Water Control and Improvement District No. 1

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is insured as vested in:**

Beaver Creek Water Control and Improvement District No. 1

**4. The Land referred to in this policy is described as follows:**

Being Lot 600, Section 3 in Beaver Creek Subdivision, Burleson County, Texas according to map recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas. And being one of lots described in Deed dated February 26, 2014 from Starward Realty & Development, Inc. to Alfred M. Smith, Jr. and Currie Smith, recorded in Volume 935, Page 642 of the Official Public Records of Burleson County, Texas.

Being the same property described in deed dated August 19, 2014, executed by Alfred M. Smith, Jr., and Currie Smith to Beaver Creek Water Control and Improvement District No. 1, recorded in Volume 962, Page 555, of the Official Public Records of Burleson County, Texas.

Subject to and the Company does not insure title to, and excepts from the description of the land, coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto.



## SCHEDULE B

File No.: 14305

Policy No: O-5966-66522

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):

Subject to all the terms, conditions, restrictions, protective covenants, utility easements and a Vendor's Lien retained against said property for maintenance charge, applicable to Beaver Creek Developers, Beaver Creek, Section Three, as shown in instrument dated July 10, 1973, and recorded in Volume 213, Page 491, of the Deed Records of Burleson County, Texas, and certified copy or Order Approving Subdivision by the Commissioners' Court of Burleson County, Texas, dated July 10, 1973, and recorded in Volume 213, Page 488 of the Deed Records of Burleson County, Texas and in Plat of Beaver Creek, Section Three, recorded in Volume 1, Page 17, of the Map Records of Burleson County, Texas. To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):

## SCHEDULE B

7. Rights of Parties in Possession.
8. Public Utilities Easement executed by Lester L. Tatum to Bluebonnet Electric Cooperative, Inc., dated July 18, 1973, and recorded in Volume 214, Page 408 of the Deed Records of Burleson County, Texas.
9. Pipeline Easement, 50 feet in width, shown in instrument from Lee L. Denena, et ux, to Lone Star Gas Company, dated February 1, 1968, and recorded in Volume 171, Page 288 of the Deed Records of Burleson County, Texas; and in instrument executed by Lone Star Gas Company, dated March 27, 1970 in recorded in Volume 192, Page 485 of the Deed Records of Burleson County, Texas.
10. Mineral and/or royalty reservation described in Deed dated March 28, 1977 from Beaver Creek Developers to Fidelity Bank and Trust, recorded in Volume 238, Page 258 of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Mineral Deed dated January 10, 1979 from Beaver Creek Developers to Lester L. Tatum and wife, Marjorie C. Tatum, recorded in Volume 260, Page 436 of the Deed Records of Burleson County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Right-of-Way Easement described in instrument dated December 29, 1981, executed by Lester L. Tatum to Ferguson Crossing Pipe Line Company, recorded in Volume 298, Page 392 of the Deed Records of Burleson County, Texas.
13. Right-of-Way Easement described in instrument dated July 22, 1982, executed by Lester L. Tatum to Ferguson Crossing Pipe Line Co., recorded in Volume 290, Page 179 of the Deed Records of Burleson County, Texas.
14. Right-of-Way Easement described in instrument dated April 22, 1983, executed by Lester L. Tatum to Ferguson Crossing Pipe Line Company and recorded in Volume 305, Page 559 of the Deed Records of Burleson County, Texas.
15. Right-of-Way Agreement dated July 30, 1990 executed by Lester L. Tatum to Ferguson Crossing Pipeline Company, recorded in Volume 401, Page 808 of the Deed Records of Burleson County, Texas.
16. Permit to appropriate state water dated April 9, 1975 from the Texas Water Rights Commission to Beaver Creek Developers, recorded in Volume 226, Page 285 of the Deed Records of Burleson County, Texas.
17. Certificate of Adjudication permitting appropriation of water from the Texas Water Commission to Beaver Creek Developers, recorded in Volume 373, Page 706 of the Deed Records of Burleson County, Texas.

**SCHEDULE B**

18. Amended Notice described in instrument dated August 17, 2009 executed by Beaver Creek Water Control and Improvement District No. 1 to the Public, recorded in Volume 783, Page 370 of the Official Public Records of Burleson County, Texas.
19. Subject to the terms and conditions of Texas Water Quality Board Order No. 73-0124-4, dated January 24, 1973, said order establishing a regulated zone within the drainage area of the Somerville Reservoir and promulgating rules and regulations for the control of sewage disposal within said zone.
20. Policy does not insure title to any mobile home that may be located on subject land.
21. Any portion of the herein described property that may lie within the boundaries of a public road and/or alley.
22. Policy does not guarantee that all sums, as of the date of this policy, for maintenance charges and water service standby charges, have been paid.
23. The tax certificate furnished by the taxing authorities is issued on real estate only. It does not include minerals and/or personal property, therefore, no liability is assumed herein for the payment of said mineral and/or personal property tax.
24. The policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.
25. Any visible and apparent roadway or easement over or across the property, the existence of which does not appear of record.
26. Liability for coverage of the manufactured home is only effective as long as the manufactured home remains affixed to the real property described in Schedule A of the policy.
27. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Official Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
28. The arbitration clause in Section 14 of the Conditions and Stipulations of the Owner's Policy is hereby deleted.

## COVERED RISKS CONTINUED FROM PAGE 1

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.

(d) "Insured": the Insured named in Schedule A.

(i) The term "Insured" also includes:

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;

(1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) If the grantee wholly owns the named Insured,

(3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": an Insured claiming loss or damage.

(f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": the estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any

transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

### 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.



## CONDITIONS Continued

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY.

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

## CONDITIONS Continued

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall

be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

### 16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM.

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company P.O. Box 2029, Houston, Texas 77252-2029.

**File No.: 14305**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

1. You may contact your title insurance agent at (979) 567-3122.
2. You may call Stewart Title Guaranty Company's toll-free telephone number for information or to make a complaint: 1-800-729-1900
3. You may also write to Stewart Title Guaranty Company at P.O. Box 2029, Houston, TX 77252-2029.
4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.
5. You may write the Texas Department of Insurance,  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the title insurance agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

1. Puede comunicarse con su title insurance agent al (979) 567-3122;.
2. Usted puede llamar al numero de telephone gratis de Stewart Title Guaranty Company's para informacion o para someter una queja al 1-800-729-1900.
3. Usted tambien puede escribir a Stewart Title Guaranty Company: P.O. Box 2029, Houston, TX 77252-2029.
4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al; 1-800-252-3439
5. Puede escribir al Departamento de Seguros de Texas  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: [FAX 1t] (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concniente a su prima o a un reclame, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto .

# Burleson County Title Company

Title Insurance

Marshall A. Harrell, President

Marshall A. Harrell, III

P.O. Box 56  
110 S. Echols  
Caldwell, Texas 77836

979-567-3122  
bct@bctco.net

Linda S. Prieve  
Elizabeth Junek  
Becky Schenk  
Geneva Aguilar

August 29, 2014

Beaver Creek Water Control and Improvement District No. 1

Re:      File Number: 14305  
            Property: Being Lot 600, Section 3 in Beaver Creek Subdivision, Burleson County, Texas  
                         according to map recorded in Volume 1, Page 17 of the Map Records of  
                         Burleson County, Texas.

To Whom It May Concern:

Enclosed herewith, please find the Owner's Policy in connection with the above referenced transaction. This policy contains important information about the real estate transaction you have just completed. It is your guarantee of ownership. Also enclosed is your original Special Warranty Deed.

Please remember that our company now has a complete and permanent file for this property and can easily assist you with your title insurance needs in the future should you wish to sell or obtain a loan on your property.

It has been a pleasure to be of service to you for this transaction. If you should require anything further, please contact the undersigned.

Sincerely,



Burleson County Title Company

Encl.

8/18/14 3:24 PM

Water Plant - Acquisition of Land 9809.1

OMB No. 2502-0265

A. U.S. Department of Housing and Urban Development		B. Type of Loan	
FINAL		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA
Settlement Statement		4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.
		6. File Number	7. Loan Number
		14305	
		8. Mortgage Ins. Case No.	
C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.		
D. Name of Borrower:	Beaver Creek Water Control and Improvement District No. 1		
E. Name of Seller:	Alfred M. Smith, Jr., 4207 Cheyenne Cir., Bryan, TX 77802 Currie Smith, 4207 Cheyenne Cir., Bryan, TX 77802		
F. Name of Lender:			
G. Property Location:	Lot 600, Beaver Creek, Section III  460 Teal Lake Drive		
H. Settlement Agent:	Burleson County Title Company (979) 567-3122	TIN: 742036753	
I. Settlement Date:	8/19/2014	Proration Date:	8/19/2014
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	30,000.00	401. Contract sales price	30,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	787.71	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. HOA Fees		409. HOA Fees	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	30,787.71	420. Gross amount due to seller:	30,000.00
200. Amount paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Additional money paid by Buyer	29,000.00	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Option Fee		506. Option Fee	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214. Property Taxes 1/1/2014 to 8/19/2014	206.81	514. Property Taxes 1/1/2014 to 8/19/2014	206.81
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	30,206.81	520. Total reduction in amount due seller:	206.81
300. Cash at settlement from to borrower:		600. Cash at settlement from to seller:	
301. Gross amount due from borrower (line 120)	30,787.71	601. Gross amount due to seller (line 420)	30,000.00
302. Less amount paid by/for borrower (line 220)	30,206.81	602. Less total reduction in amount due seller (line 520)	206.81
303. CASH (X) FROM ( ) TO BORROWER	580.90	603. CASH ( ) FROM (X) TO SELLER	29,793.19

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 408, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

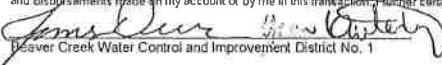
You are required by law to provide Burleson County Title Company (979) 567-3122 with your correct taxpayer identification number. If you do not provide Burleson County Title Company (979) 567-3122 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.


Alfred M. Smith, Jr.



L. Settlement Charges		8/16/14 11:33 AM	File Number: 14305	
700.	Total sales/broker commission		Paid From	Paid From
	Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$		Funds at	Funds at
702.	\$		Settlement	Settlement
703.	Commission paid at settlement			
704.				
800.	Items payable in connection with loan			
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.	Flood Determination Fee			
809.	Underwriting Fee			
810.	Association Participation/Stock Purchase			
811.	Closed Loan Fee			
812.				
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage Insurance premium for			
903.	Hazard Insurance premium for			
904.				
905.				
1000.	Reserves deposited with lender:			
1001.	Hazard insurance			
1002.	Mortgage Insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (mainl.)			
1006.				
1007.				
1008.				
1009.				
1100.	Title charges			
1101.	Settlement or closing fee			
1102.	Abstract or title search			
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document preparation			
1106.	Notary fees			
1107.	Attorney's fees to			
	includes above items no.:			
1108.	Title Insurance to Burleson County Title Company	380.00		
	includes above items no.:			
1109.	Lender's coverage			
1110.	Owner's coverage \$30,000.00 \$380.00			
1111.	Guaranty Assessment Recoupment C to Texas Title Insurance Guaranty Association	1.80		
1112.				
1113.	Escrow Fee to Burleson County Title Company	350.00		
1200.	Government recording and transfer charges			
1201.	Recording fees: Dead \$34.00	34.00		
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.	Tax Certificates Parcel #31058 to Burleson County Tax Office	10.00		
1205.				
1206.				
1300.	Additional settlement charges:			
1301.	Survey			
1302.	Pest Inspection			
1303.	Fed-X			
1304.	Wire Fee			
1305.	Copies (44 pages) to Burleson County Title Company	11.91		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	787.71		0.00

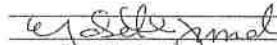
CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

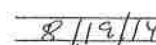
  
James D. Carr  
Beaver Creek Water Control and Improvement District No. 1

  
Alfred M. Smith, Jr.

  
Currie Smith

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
Currie Smith

  
8/19/14

Date

Burleson County Title Company

**SELLER'S AND/OR PURCHASER'S STATEMENT** Seller's and Purchaser's signature hereon acknowledges his/her approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefor and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers

  
James D. Carr  
Beaver Creek Water Control and Improvement District No. 1

Sellers

  
Alfred M. Smith, Jr.

  
Currie Smith

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS           §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF BURLESON       §

ALFRED M. SMITH, JR. and CURRIE SMITH, individuals having an address at 4207 Cheyenne Circle, Bryan, Texas 77802 (collectively, "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a governmental entity and a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED AND CONVEYED, and by these presents does GRANT AND CONVEY unto Grantee that certain tract of land, together with all improvements thereon, lying and being situated in the State of Texas and County of Burleson (the "Property"), more particularly described as follows, to wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor but not otherwise, subject, however, to all matters of record in Burleson County, Texas, to the extent that such matters are validly existing and are applicable to the Property.

Executed to be effective as of the 19 day of August, 2014.

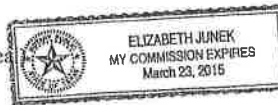
  
Alfred M. Smith, Jr.

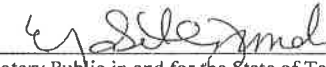
  
Currie Smith

THE STATE OF TEXAS       §  
  §  
COUNTY OF BURLESON   §

This instrument was acknowledged before me on the 19 day of August, 2014, by Alfred M. Smith, Jr. and Currie Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

(Notary Seal)



  
Notary Public in and for the State of Texas

Grantee's Address:

c/o Coats, Rose, Yale, Ryman & Lee, P.C.  
3 E Greenway Plaza, Suite 2000  
Houston, Texas 77046

Exhibit "A"

The Property

Being Lot 600, Section 3 in Beaver Creek Subdivision, Burleson County, Texas according to map recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas. And being one of the lots described in Deed dated February 26, 2014 from Starward Realty & Development, Inc. to Alfred M. Smith, Jr. and Currie Smith, recorded in Volume 935, Page 642 of the Official Public Records of Burleson County, Texas.

009809.000001\4832-4445-3661.v1



**TO BE FILLED IN PERSONALLY  
BY SELLER OR BORROWER IN HIS OWN HANDWRITING**  
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION  
USE SEPARATE FORM FOR EACH PARTY

File Number: 14305  
SUBJECT PROPERTY:

Being Lot 600, Section 3 in Beaver Creek Subdivision, Burleson County, Texas according to map recorded in  
Volume 1, Page 17 of the Map Records of Burleson County, Texas.

STATE OF Texas  
COUNTY OF Burleson

Before me, the undersigned authority on this day personally appeared Alfred M. Smith Jr. AND Currie Smith  
Seller or Owner-Borrower\* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party

Approximate Amount

X NONE

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor

Approximate Amount

X NONE

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No parties are in possession other than affiant, except as follows:

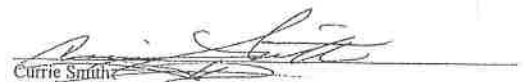
X NONE

\*To be filled in if a sale - \*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is: . This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

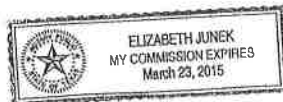
I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

  
Alfred M. Smith Jr.

  
Currie Smith

THE STATE OF TEXAS  
COUNTY OF BURLESON

On the 19th day of August, 2014, before me, the undersigned Notary Public, personally appeared Alfred M. Smith Jr. AND Currie Smith, known to me or satisfactorily proven to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes contained therein.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.  
\*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

BURLESON COUNTY TITLE COMPANY

Stewart Title Guaranty Company

DISCLOSURES

**GUARANTY FILE NO.: 14305**

**SELLER: Alfred M. Smith Jr. and Currie Smith**

**BUYER/BORROWER: Beaver Creek Water Control and Improvement District No. 1**

**LENDER: N/A**

**CLOSING DATE: August 19, 2014**

**PROPERTY: Being Lot 600, Section 3 in Beaver Creek Subdivision, Burleson County, Texas according to map recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas.**

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER/BORROWER acknowledges his understanding of the disclosures being made by BURLESON COUNTY TITLE COMPANY (hereinafter called "TITLE COMPANY"). Each disclosure is being made to Buyer/Borrower and Seller on behalf of both TITLE COMPANY and its title insurance underwriter, Stewart Title Guaranty Company.

Buyer

**1) RECEIPT OF COMMITMENT:** BUYER/BORROWER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with this transaction and any copies of the documents described therein requested by BUYER/BORROWER. BUYER/BORROWER UNDERSTANDS THAT THE OWNER TITLE POLICY WILL CONTAIN THE EXCEPTIONS SET FORTH IN SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE, TOGETHER WITH ANY ADDITIONAL EXCEPTIONS TO TITLE RESULTING FROM THE FINAL "DOWN DATE" SEARCH OF THE PUBLIC RECORDS AND FROM THE DOCUMENTS INVOLVED IN THIS TRANSACTION AND ANY ADDITIONAL EXCEPTIONS FOR ITEMS SHOWN IN SCHEDULE C OF THE COMMITMENT FOR TITLE INSURANCE WHICH HAVE NOT BEEN RESOLVED OR CURED TO TITLE COMPANY'S SATISFACTION.

Buyer

**2) ATTORNEY REPRESENTATION AND NOTICE:** BUYER/BORROWER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction and by current survey. These matters will affect the title and use of the Property. Title Company does not give advice on legal matters.

Buyer

**3) OWNER TITLE POLICY:** The Title Insurance Policy will be a legal contract between BUYER/BORROWER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy are an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

Buyer

**4A) WAIVER OF INSPECTION:** In consideration of the issuance by TITLE COMPANY to BUYER/BORROWER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER/BORROWER hereby waives an obligation on the part of the TITLE COMPANY to inspect the Property.

Buyer/Borrower agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located. Buyer understands that it is his responsibility to inspect the premises and to obtain possession of it from the present occupants, if any.

Buyer

*[Signature]*

4B) HOWEVER, if the BUYER/BORROWER does not initial above and initials this paragraph, the BUYER/BORROWER is indicating the BUYER/BORROWER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matters as revealed by such inspection.

Buyer

*[Signature]*

5) **UNSURVEYED PROPERTY:** BUYER/BORROWER understands that no current survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER/BORROWER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that may be shown by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER/BORROWER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

N/A

~~6(A) **CURRENT SURVEY:** BUYER/BORROWER hereby acknowledges having received and reviewed a copy of the current survey plat and/or field note description with respect to the property in connection with this transaction. BUYER/BORROWER has approved all matters as set forth on the current survey and understands that any easements, encroachments, protrusions or overlapping of improvements will be shown as exceptions on the Owner's Title Policy and includes the following items per Schedule 1 attached.~~

N/A

~~6(B) **BOUNDARY COVERAGE:** As proposed to be issued, BUYER/BORROWER'S Owner's Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium for non-residential policies or 5% for a Residential Owner Title Policy, policy coverage against certain of these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. **INITIAL IF BUYER/BORROWER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.**~~

Buyer Seller

*[Signature]* *[Signature]*

7) **PROPERTY TAX PRORATIONS:** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation whatsoever with respect to these prorations.

Buyer

*[Signature]*

8) **TAX RENDITION AND EXCEPTIONS:** Although the local Tax Appraisal District (Tax Appraisal District) may independently determine BUYER/BORROWER'S new ownership and billing address, BUYER/BORROWER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER/BORROWER'S proper address for tax billing. BUYER/BORROWER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (e.g., homestead, over 65, open space or "ag use", etc.).

It is the BUYER/BORROWER'S responsibility to qualify for BUYER/BORROWER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER/BORROWER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions, including any entitlement of BUYER/BORROWER to any exemptions.

Buyer

9) **HOMEOWNER'S ASSOCIATION:** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER satisfaction.

Buyer Seller

10) **CLOSING DISCLAIMER:** SELLER and BUYER/BORROWER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER/BORROWER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- A) ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B) ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND
- C) ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer

11) **DELETION OF ARBITRATION:** This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY INITIALING THIS PARAGRAPH 11.

Seller

12) **IRS REPORTING:** SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Buyer Seller

13) **ERRORS AND OMISSIONS:** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER/BORROWER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer

14) **NO REPRESENTATIONS:** BUYER/BORROWER acknowledges that he has reviewed this disclosure statement and that no other representations have been made by TITLE COMPANY or any of its personnel.

BUYER/BORROWER acknowledges he is not relying upon any representation, statement or other assertion about the property condition or parties in possession, and is relying upon his own inspection of the property.

BUYER/BORROWER takes the property under the express understanding that the title insurance agent and title insurance company have made no express or implied warranties with respect to the property or this transaction.

Buyer Seller

15) **EARNEST MONEY (SALES) CONTRACT:** BUYER and SELLER hereby acknowledge that all terms of the Earnest Money Contract have been met.

SELLER SIGNATURE

DATE: August 19, 2014

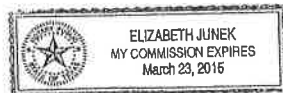
  
Alfred M. Smith Jr.

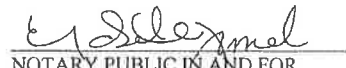
  
Currie Smith

THE STATE OF TEXAS

COUNTY OF BURLESON

On the 19th day of August, 2014, before me, the undersigned Notary Public, personally appeared Alfred M. Smith Jr. AND Currie Smith, known to me or satisfactorily proven to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes contained therein.





  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

BUYER/BORROWER SIGNATURE:

DATE: August 19, 2014

Beaver Creek Water Control and Improvement District No. 1

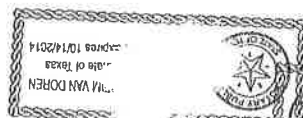
  
By: \_\_\_\_\_  
Title: President, Board of Directors

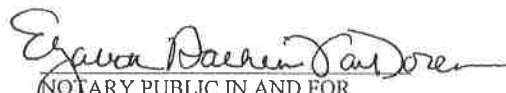
  
By: \_\_\_\_\_  
Title: Secretary, Board of Directors

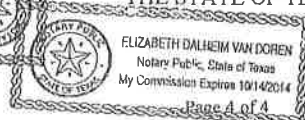
THE STATE OF TEXAS

COUNTY OF BURLESON

On the 18<sup>th</sup> day of August, 2014, before me, the undersigned Notary Public, personally appeared James Dover, President, and Jennifer Canterbury, Secretary, Board of Directors, Beaver Creek Water Control and Improvement District No. 1, known to me or satisfactorily proven to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes contained therein and in the capacity therein stated.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS





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

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF BURLESON               §

DALE E. MATLOCK, Individually and as Testamentary Trustee under the Will of E. E. Matlock, Deceased, having an address at 6314 Turtle Creek, Pasadena, TX 77505 ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a governmental entity and a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED AND CONVEYED, and by these presents does GRANT AND CONVEY unto Grantee that certain tract of land, together with all improvements thereon, lying and being situated in the State of Texas and County of Burleson (the "Property"), more particularly described as follows, to wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind himself, his successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor but not otherwise, subject, however, to all matters of record in

Burleson County, Texas, to the extent that such matters are validly existing and are applicable to the Property.

Executed to be effective as of the 15 day of May, 2015.

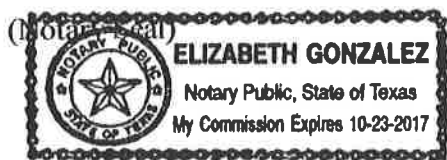
Dale E. Matlock, Individually and as Testamentary Trustee  
Dale E. Matlock, Individually and as Testamentary Trustee *under the*  
Under the Will of E. E. Matlock, Deceased *Will of*  
*EE. Matlock*  
*Deceased*

THE STATE OF TEXAS

§  
§  
§

COUNTY OF Harris

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2015, 2015, by Dale E. Matlock, Individually and as Testamentary Trustee Under the Will of E. E. Matlock, Deceased, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Elizabeth Gonzalez  
Notary Public in and for the State of Texas

Grantee's Address:

c/o Coats, Rose, Yale, Ryman & Lee, P.C.  
9 Greenway Plaza, Suite 1100  
Houston, Texas 77046

Doc  
00003605

BK  
UR

Vol  
1003

Pa  
978

Exhibit "A"

The Property

Being Lot 601, Section 3 in Beaver Creek Subdivision, Burleson County, Texas according to map recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas. And being the lot described in Deed dated June 7, 1978 from Beaver Creek Developers to Emory Matlock and wife, Imogene Matlock, recorded in Volume 247, Page 701 of the Official Public Records of Burleson County, Texas.

Filed for Record in:  
Burleson County

On: May 19, 2015 at 03:20P

As an Official Public Records

Document Number: 00003605

Amount 34.00

Receipt Number - 103970

By:  
Ashley Shupak

STATE OF TEXAS COUNTY OF BURLESON  
I hereby certify that this instrument  
was filed on the date and time  
stamped hereon by me and was duly  
recorded in the volume and page of  
the named records of:  
Burleson County  
As stamped hereon by me.

May 19, 2015

Anna L. Schielack  
Burleson County Clerk

**Form T-1: Owner's Policy of Title Insurance (Rev. 1/3/14)**

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World Wide Web site at: <http://www.stewart.com>.

**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

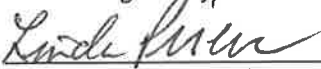
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

**Covered Risks continued on next page.**

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:



Authorized Countersignature

**stewart**  
title guaranty company



**Matt Morris**  
President and CEO

Burleson County Title Company  
110 South Echols  
P.O. Box 56  
Caldwell, TX 77836  
Agent ID: 43041A



**Denise Carraux**  
Secretary

File No.: 15075

Page 1 of  
Policy  
Serial No.

**O-5966-000089885**

## SCHEDULE A

**Name and Address of Title Insurance Company:**

Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 15075

**Policy No.:** O-5966-000089885

**Amount of Insurance:** \$10,000.00

**Premium:** \$238.00

**Date of Policy:** May 19, 2015 at 3:20 p.m.

**1. Name of Insured:**

Beaver Creek Water Control and Improvement District No. 1

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is insured as vested in:**

Beaver Creek Water Control and Improvement District No. 1

**4. The Land referred to in this policy is described as follows:**

Being Lot Six Hundred One (601), Section Three (3), in Beaver Creek Subdivision, and as shown in Plat recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas,

Being the same property described in deed dated effective May 15, 2015 and recorded May 19, 2015, from Dale E. Matlock, Individually and Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased to Beaver Creek Water Control and Improvement District No. 1, recorded in Volume 1003, Page 573 of the Official Public Records of Burleson County, Texas.

Subject to and the Company does not insure title to, and excepts from the description of the land, coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto.

## SCHEDULE B

File No.: 15075

Policy No.: O-5966-000089885

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):

Subject to all the terms, conditions, restrictions, protective covenants, utility easements and a Vendor's Lien retained against said property for maintenance charge, applicable to Beaver Creek Developers, Beaver Creek, Section Three, as shown in instrument dated July 10, 1973, and recorded in Volume 213, Page 491, of the Deed Records of Burleson County, Texas, and certified copy or Order Approving Subdivision by the Commissioners' Court of Burleson County, Texas, dated July 10, 1973, and recorded in Volume 213, Page 488 of the Deed Records of Burleson County, Texas and in Plat of Beaver Creek, Section Three, recorded in Volume 1, Page 17, of the Map Records of Burleson County, Texas. To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
  - a. Rights of parties in possession. (Owner Title Policy only)

## SCHEDULE B

- b. Pipeline Easement, 50 feet in width, shown in instrument from Lee L. Denena, et ux, to Lone Star Gas Company, dated February 1, 1968, and recorded in Volume 171, Page 288 of the Deed Records of Burleson County, Texas; and in instrument executed by Lone Star Gas Company, dated March 27, 1970 in recorded in Volume 192, Page 485 of the Deed Records of Burleson County, Texas.
- c. Permit to appropriate state water dated April 9, 1975 from the Texas Water Rights Commission to Beaver Creek Developers, recorded in Volume 226, Page 285 of the Deed Records of Burleson County, Texas.
- d. Certificate of Adjudication permitting appropriation of water from Texas Water Commission to Beaver Creek Developers, recorded in Volume 373, Page 706 of the Deed Records of Burleson County, Texas.
- e. Mineral Deed dated January 10, 1979 from Beaver Creek Developers to Lester L. Tatum and wife, Marjorie C. Tatum, recorded in Volume 260, Page 436 of the Deed Records of Burleson County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- f. Right-of-Way Easement described in instrument dated December 29, 1981, executed by Lester L. Tatum to Ferguson Crossing Pipe Line Company, recorded in Volume 298, Page 392 of the Deed Records of Burleson County, Texas.
- g. Right-of-Way Easement described in instrument dated July 22, 1982, executed by Lester L. Tatum to Ferguson Crossing Pipe Line Co., recorded in Volume 290, Page 179 of the Deed Records of Burleson County, Texas.
- h. Right-of-Way Easement described in instrument dated April 22, 1983, executed by Lester L. Tatum to Ferguson Crossing Pipe Line Company and recorded in Volume 305, Page 559 of the Deed Records of Burleson County, Texas.
- i. Right-of-Way Agreement dated July 30, 1990 executed by Lester L. Tatum to Ferguson Crossing Pipeline Company, recorded in Volume 401, Page 808 of the Deed Records of Burleson County, Texas.
- j. Notice to Sellers and Purchasers of Real Estate situated in Beaver Creek Water Control and Improvement District No. 1 dated April 19, 2008 and recorded in Volume 765, Page 634 of the Official Public Records of Burleson County, Texas.
- k. Amended Notices to Sellers and Purchasers of Real Estate situated in Beaver Creek Water Control and Improvement District No. 1, recorded in Volume 783, Page 370; Volume 814, Page 339 and in Volume 844, Page 612 of the Official Public Records of Burleson County, Texas.
- l. Subject to the rights of the owners of the minerals on, in and under the herein described land.
- m. Any portion of the herein described property that may lie within the boundaries of a public road or alley.
- n. Policy does not guarantee that all sums, as of the date of this policy, for maintenance charges and water service standby charges, have been paid.
- o. The tax certificate furnished by the taxing authorities is issued on real estate only. It does not include minerals and/or personal property, therefore, no liability is assumed herein for the payment of said mineral and/or personal property tax.
- p. The policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.



## SCHEDULE B

- q. Any visible and apparent roadway or easement over or across the property, the existence of which will not appear of record.
- r. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Official Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- s. The arbitration clause in Section 14 of the Conditions and Stipulations of the Owner's Policy is hereby deleted
- t. Notice to Purchaser of Real Property dated May 15, 2015 and recorded May 19, 2015 executed by Dale E. Matlock, individually and Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased to Beaver Creek Water Control and Improvement District No. 1, recorded in Volume 1003, Page 576 of the Official Public Records of Burleson County, Texas..

## COVERED RISKS CONTINUED FROM PAGE 1

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
    - (i) the occupancy, use, or enjoyment of the Land;
    - (ii) the character, dimensions or location of any improvement erected on the Land;
    - (iii) subdivision of land; or
    - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims or other matters:
    - (a) created, suffered, assumed or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
  6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) If the grantee wholly owns the named Insured,
      - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation

secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice. When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

### 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The

## CONDITIONS Continued

Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## CONDITIONS Continued

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

### 16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company P.O. Box 2029, Houston, Texas 77252-2029.

# STEWART TITLE GUARANTY COMPANY

## 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your title insurance agent at (979) 567-3122.
3. You may call Stewart Title Guaranty Company's toll-free number for information or to make a complaint at:

**(800) 729-1902**

4. You may also write to Stewart Title Guaranty Company at P.O. Box 2029, Houston, TX 77252-2029
5. You may contact the Texas Department of Insurance to obtain information on companies, coverage's, rights or complaints at:

**(800) 252-3439**

6. You may write the Texas Department of Insurance:

**P.O. Box 149104**  
**Austin, TX 78714-9104**  
**Fax: (512) 490-1007**  
**Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)**  
**E-mail: [Consumerprotection@tdi.texas.gov](mailto:Consumerprotection@tdi.texas.gov)**

## 7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## 8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## 1. AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

2. Usted puede comunicarse con su agente al: (979) 567-3122.
3. Usted puede llamar al numero de telefono gratuito de Stewart Title Guaranty Company's para obtener informacion o para presentar una queja al:

**1-800-729-1902**

4. Usted tambien puede escribir a Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029
5. Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos, o quejas al:

**(800) 252-3439**

6. Usted puede escribir al Departamento de Seguros de Texas a:

**P.O. Box 149104**  
**Austin, TX 78714-9104**  
**Fax: (512) 490-1007**  
**Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)**  
**E-mail: [Consumerprotection@tdi.texas.gov](mailto:Consumerprotection@tdi.texas.gov)**

## 7. DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion usted debe comunicarse con (el agente) (la compania) (el agente o la compania) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas (TDI).

## 8. ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para proposito informativos y no se convierte en parte o en condicion del documento adjunto.

File No.: 15075

**NOTICE TO PURCHASER OF REAL PROPERTY**

The real property, described below, which you are about to purchase, is located in the Beaver Creek Water Control and Improvement District No. 1 ("District"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$0.45 on each \$100.00 assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and that has been or may be issued, at this date, is \$6,900,000.00 for water purposes; and the aggregate initial principal amount of all bonds issued for one or more specified facilities of the District and payable in whole or in part from property taxes is \$0.00

The District also has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of standby fee is \$0.00 per month. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The purpose of this District is to provide water facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property which you are acquiring is as follows:

Being Lot Six Hundred One (601), Section Three (3), in Beaver Creek Subdivision, and as shown in Plat recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas,

Date: May 15, 2015**Signature of Sellers**

Dale E. Matlock  
Dale E. Matlock, Individually

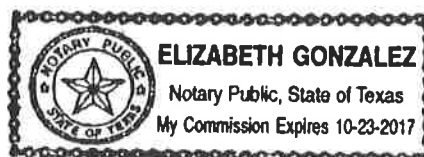
Dale E. Matlock as Testamentary Trustee under the  
Dale E. Matlock as Testamentary Trustee under the Will of  
Will of E. E. Matlock, Deceased  
E.E. Matlock,  
Deceased

State of Texas  
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Dale E. Matlock, Individually and Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of May, 2015.

Elizabeth Gonzalez  
Notary Public, State of Texas  
My Commission expires: 10-23-17



File No.: 15075

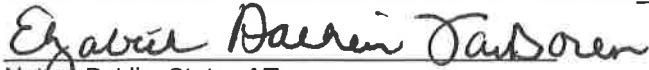
NOTICE TO PURCHASERS OF REAL PROPERTY Continued

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: May 18, 2015**Signature of Purchasers**BEAVER CREEK WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 1James Dever  
PresidentState of Texas  
County of Burleson

BEFORE ME, the undersigned authority, on this day personally appeared James Dever, President of Beaver Creek Water Control and Improvement District No. 1, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of May, 2015.

Notary Public, State of Texas

My Commission expires: 10-14-2014na L. Schiack  
Burleson County Clerk

May 19, 2015

STATE OF TEXAS, COUNTY OF BURLESON  
I hereby certify that this instrument  
was filed on the date and time  
stamped hereon by me and was duly  
recorded in the volume and page of  
the named records of:  
Burleson County  
As stamped hereon by me.

Filed for Record in:  
Burleson County  
On: May 19, 2015 at 03:20P  
As an Official Public Records  
Document Number: 00003606  
Amount: 30.00  
Receipt Number - 103970  
By:  
Ashley Shupak



FINAL

5/13/2015 12:45:55 PM

## A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0265

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 15075	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Beaver Creek Water Control and Improvement District No. 1, 9 Greenway Plaza, Suite 1100, Houston, TX 77046

E. Name & Address of Seller: Dale E. Matlock, Individually, 6314 Turtle Creek Dr., Pasadena, TX 77505  
Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased, 6314 Turtle Creek Dr., Pasadena, TX 77505

F. Name & Address of Lender: The undersigned certifies that this is a true and correct copy of the original document.  
BURLESON COUNTY TITLE COMPANY

G. Property Location: Teal Lake Dr. Somerville, Texas 77879

Lot 601, Beaver Creek, Section 3, Burleson County, Texas

H. Settlement Agent: Burleson County Title Company, 110 South Echols, P.O. Box 56, Caldwell, TX 77836  
Place of Settlement: 110 South Echols, P.O. Box 56, Caldwell, TX 77836

I. Settlement Date: 5/15/2015

Proration Date: 5/15/2015

Disbursement Date: 5/15/2015

## J. Summary of Borrower's Transaction

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract sales price	\$10,000.00	401. Contract sales price	\$10,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$902.00	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due from Borrower</b>	<b>\$10,902.00</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$10,000.00</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money	\$500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid by/for Borrower</b>	<b>\$500.00</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$0.00</b>
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at Settlement to/from Seller</b>	
301. Gross amount due from borrower (line 120)	\$10,902.00	601. Gross amount due to seller (line 420)	\$10,000.00
302. Less amounts paid by/for borrower (line 220)	(\$500.00)	602. Less reductions in amount due seller (line 520)	\$0.00
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>\$10,402.00</b>	<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>\$10,000.00</b>

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.

If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Dale E. Matlock  
Dale E. Matlock, Individually

Dale E. Matlock as Testamentary Trustee under the will of E. E. Matlock, deceased  
Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock,  
Deceased

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File Number: 15075

L Settlement Charges			
700. Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.			
702.			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Loan origination fee			
802. Loan discount			
803. Appraisal fee			
804. Credit report			
805. Lender's inspection fee			
806. Mortgage insurance application fee			
807. Assumption fee			
808.			
809.			
810.			
811.			
812.			
813.			
900. Items Required by Lender to Be Paid in Advance			
901. Interest from			
902. Mortgage insurance premium for			
903. Hazard insurance premium for			
904.			
905.			
1000. Reserves Deposited with Lender			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes			
1005. Annual assessments			
1006.			
1007.			
1008.			
1009.			
1100. Title Charges			
1101. Settlement or closing fee to Burleson County Title Company		\$350.00	
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to			
Includes above item numbers:			
1108. Title insurance to Burleson County Title Company		\$238.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage \$10,000.00 \$238.00			
1111. Certified Copies from Harris County to Burleson County Title Company		\$57.00	
1112. Tax Certificate #31059 to Burleson County Title Company		\$10.00	
1113. FedEx Fees to Burleson County Title Company		\$30.00	
1114. Wire Fee - Seller Proceeds to Burleson County Title Company		\$25.00	
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$34.00; Other \$158.00		\$192.00	
1202. City/county tax/stamps:			
1203. State tax/stamps:			
1204.			
1205. *Other Recorded Docs: MUD = \$30.00 & Probate Docs = \$128.00			
1206.			
1300. Additional Settlement Charges			
1301. Survey			
1302. Pest inspection			
1303.			
1304.			
1305.			
1306.			
1307.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$902.00	\$0.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

FINAL

5/13/2015 12:45:55 PM

File Number: 15075

CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender, if any, in this transaction appearing on this HUD-1 Settlement Statement and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

SELLER'S AND/OR BORROWER'S STATEMENT Seller's and Borrower's signature hereon acknowledges his/her approval of tax proration and signifies their understanding that proration was based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for check writing and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on the last page of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such matter.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

James Dever  
President

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

*Mindy Ruddick*  
Boneson County Title Company

*Dale E. Matlock Individually*  
Dale E. Matlock, individually

*Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased*  
Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased

*5-18-15*  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

**FINAL**

5/13/2015 12:45:55 PM

File Number: 15075

**CERTIFICATION:**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender, if any, in this transaction appearing on this HUD-1 Settlement Statement and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.


**SELLER'S AND/OR BORROWER'S STATEMENT** Seller's and Borrower's signature hereon acknowledges his/her approval of tax proration and signifies their understanding that proration was based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for check writing and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on the last page of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such matter.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

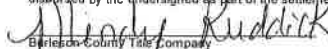
BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

  
James Dever  
President

\_\_\_\_\_   
Dale E. Matlock, Individually

\_\_\_\_\_   
Dale E. Matlock as Testamentary Trustee under the Will of E. E. Matlock, Deceased

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
Mindy Ruddick  
Barren County Title Company

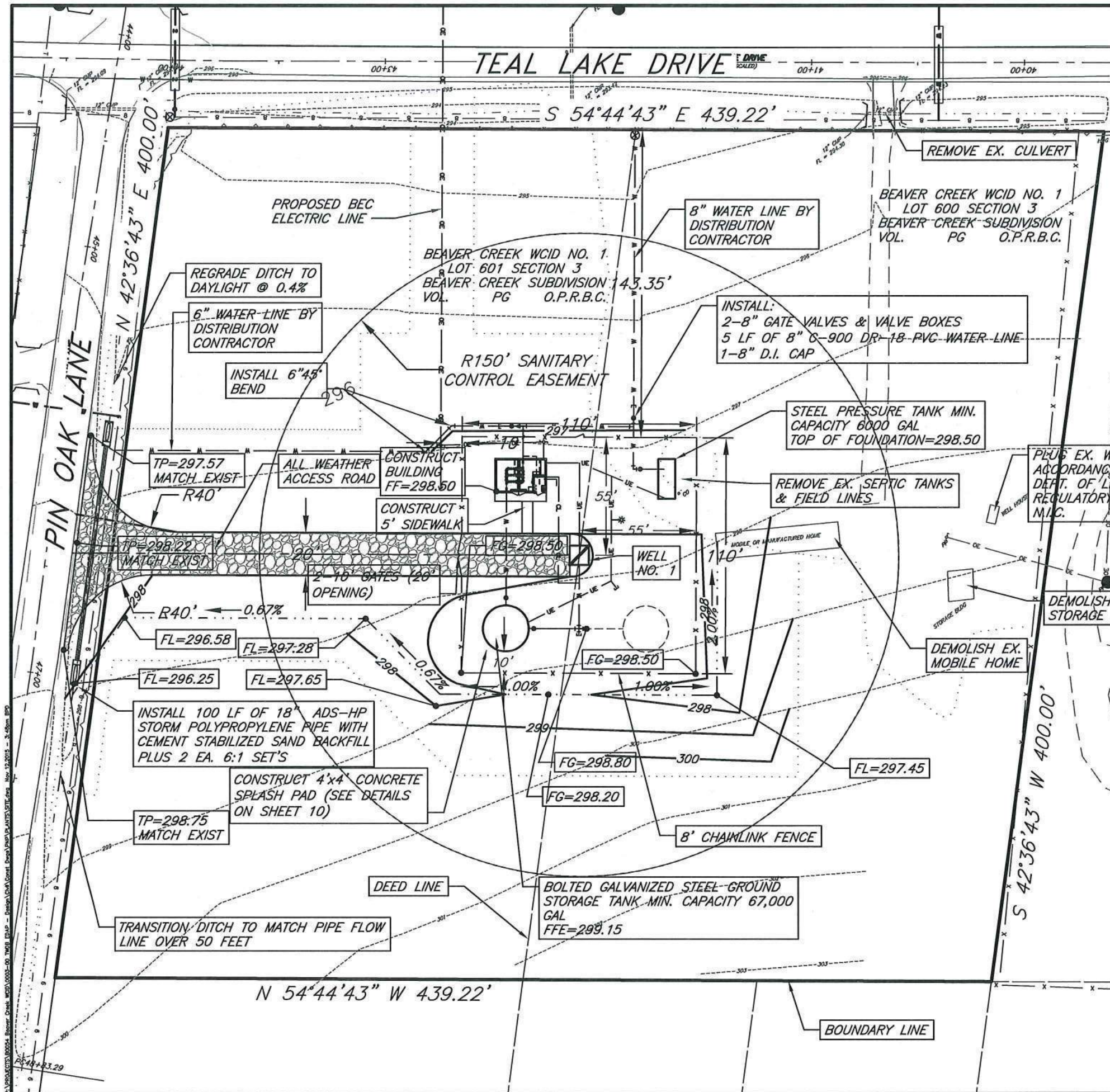
5-19-2015  
\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, U.S. Code Section 1001 and Section 1010.

**ATTACHMENT B**

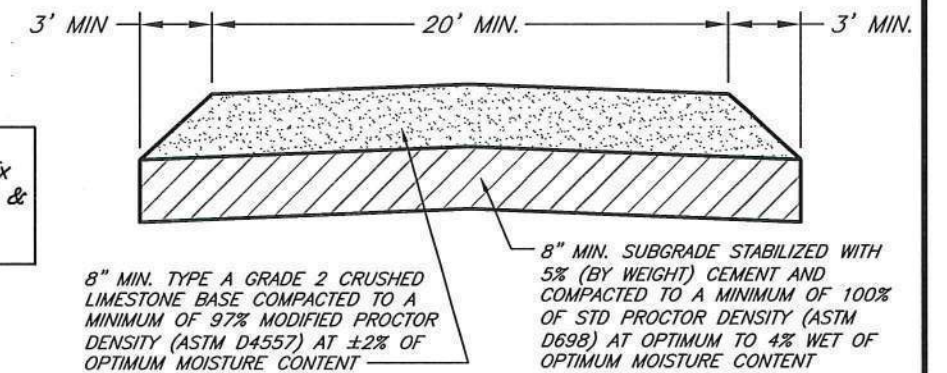
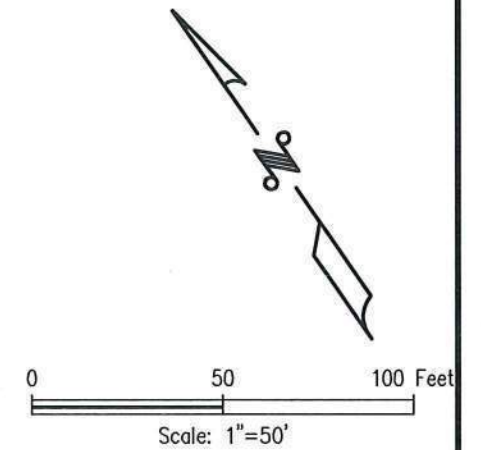
**MAP 7.4.4**





# **NOTES:**

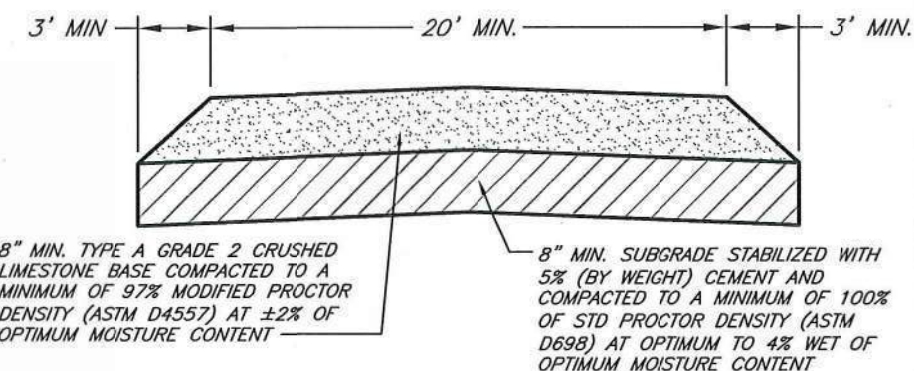
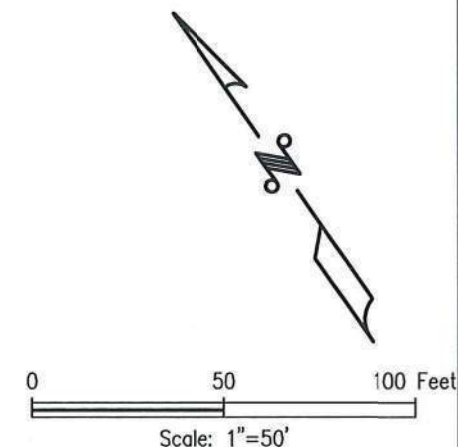
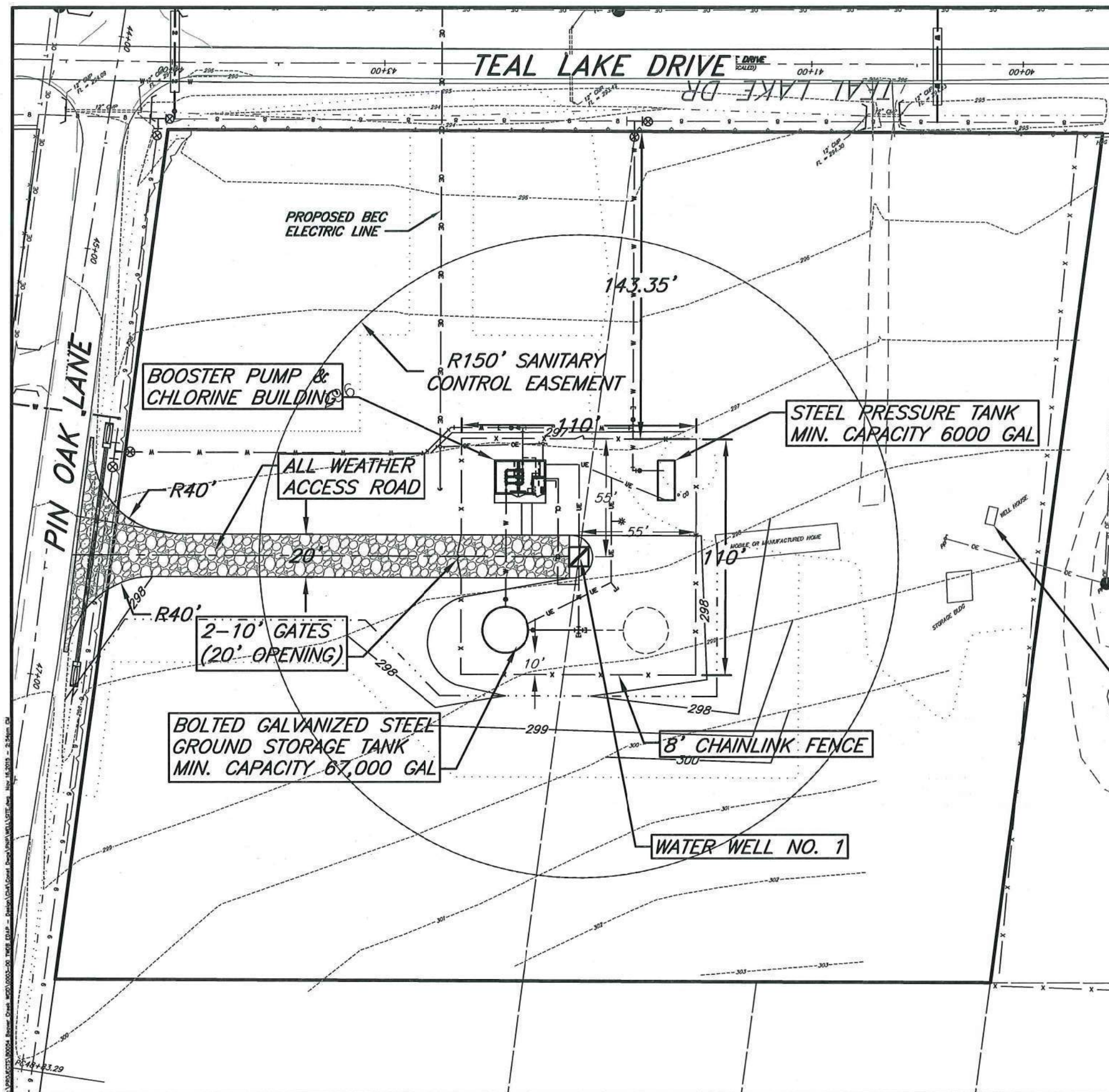
1. THE WATER PLANT NO. 1 ADDRESS IS 410 TEAL LAKE DRIVE CALDWELL, TX 77836



**TYPICAL SECTION**  
**ALL WEATHER ACCESS ROAD**  
NTS

NO.	DATE	REVISIONS	APP.
BEAVER CREEK WCID NO. 1 BURLESON COUNTY, TEXAS			
WATER PLANT NUMBERS 1 & 2 TWDB PROJECT NO. 10418			
<b>WATER PLANT NO. 1 SITE PLAN</b> <b>TEAL LAKE DR. WATER PLANT</b>			
<b>JC JONES &amp; CARTER, INC.</b> ENGINEERS • PLANNERS • SURVEYORS Texas Board of Professional Engineers Registration No. F-439 1500 South Dwyer Street, Brenham, Texas 77833 (979) 836-6631			
SCALE: 1"=50'	DGN. BY: WRK		
DATE: 11-16-15	DWN. BY: CGM		
JOB NO. B0054-0003-02	DWG. NO. SITE		
SUBMITTED:	SURV. BY:		
	F.B. NO.		
SHEET NO. 5 OF 32			





PLUG EXISTING WELL IN ACCORDANCE WITH TEXAS DEPT. OF LICENSING & REGULATIONS RULES

NO.	DATE	REVISIONS	APP.

BEAVER CREEK WCID NO. 1  
BURLINSON COUNTY, TEXAS

WATER WELL NUMBERS 1 & 2  
TWDB PROJECT NO. 10418

TEAL LAKE DR WATER PLANT  
SITE PLAN WATER WELL NO. 1

**JC JONES & CARTER, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
Texas Board of Professional Engineers Registration No. F-439  
1500 South Dwy Street, Breckham, Texas 77833 (979) 930-6631

SCALE: 1"=50' DGN. BY: WRK  
DATE: 11-16-2015 DWN. BY: CGM  
JOB NO. B0054-0003-01 DWG. NO. SITE  
SUBMITTED: SURV. BY: \_\_\_\_\_  
F.B. NO. \_\_\_\_\_



THE SEAL APPEARING ON THIS DOCUMENT  
WAS AUTHORIZED BY GRANT L. LISCHKA  
ON 11-16-2015

SHEET NO.  
**5**  
OF 9

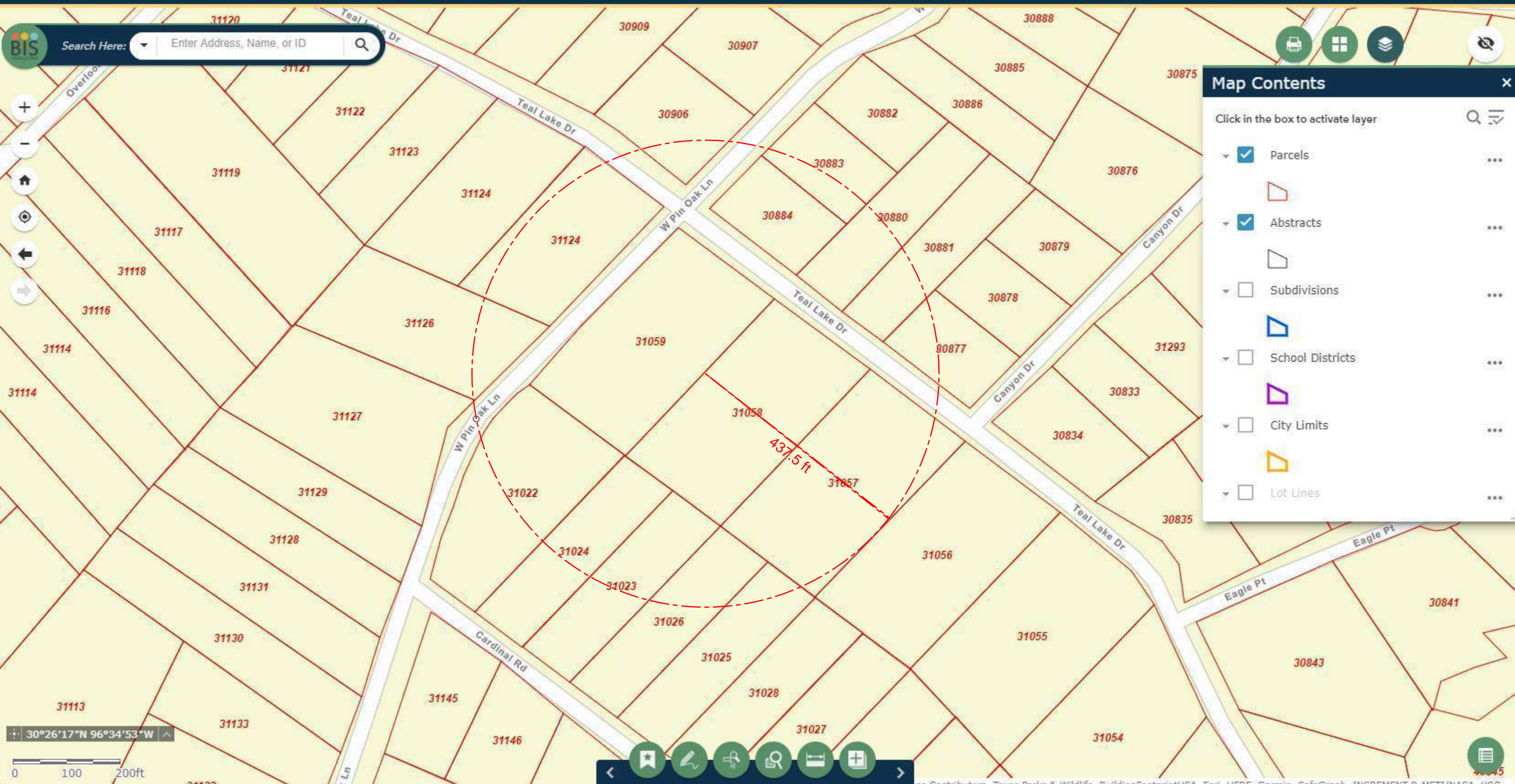
**ATTACHMENT C**

**SPACING 4.1 MAP**





Search Here:



**Map Contents**

Click in the box to activate layer

- ☒ Parcels
- ☒ Abstracts
- ☐ Subdivisions
- ☐ School Districts
- ☐ City Limits
- ☐ Lot Lines

**ATTACHEMENT D**

**SIGNED WELL SPACING VARIANCE REQUESTS**



**ADJOINING PROPERTY OWNER VARIANCE REQUEST**  
**BEAVER CREEK WATER CONTROL & IMPROVEMENT DISTRCIT NO. 1**  
**NEW WATER SYSTEM**  
**J|C NO. B0054-0004-00**  
**July 7, 2020**

Mallard Well

No.	Property ID	Section Number	Lot Number	Owner Name	Mailing Address	Notes:
1	30613	2	247	Ammons, Tracy Lyn	1205 Mallard Drive #84 Caldwell, TX 77836	No response
2	30617	2	250	Blackstock, Rodney	1219 West 5th Street Freeport, TX 77541	Signature received; being returned to BCWCID#1
3	30618	2	251	Canterberry, Jennifer & Marshall	1343 Mallard Drive #82 Caldwell, TX 77836	Signature received; being returned to BCWCID#1
4	30776	2	389	Bartlett, Verna & Troy	2131 Lake Ridge #81 Caldwell, TX 77836	Signature received; being returned to BCWCID#1
5	30776	2	388	Bartlett, Verna & Troy	2131 Lake Ridge #81 Caldwell, TX 77836	Signature received
6	30766	2	387A	Bartlett, Verna & Troy	2131 Lake Ridge #81 Caldwell, TX 77836	Signature received
7	30767	2	387B	Bartlett, Verna & Troy	2131 Lake Ridge #81 Caldwell, TX 77836	Signature received
8	30418	1	83W	McCoy, Jimmy & Janice	1550 Deer Point Caldwell, TX 77836	Signature received
9	30414	1	82NW	McCoy, Jimmy & Janice	1550 Deer Point Caldwell, TX 77836	Signature received
10	30413	1	82SE	McCoy, Jimmy & Janice	1550 Deer Point Caldwell, TX 77836	Signature received

Teal Lake Water Well

No.	Property ID	Section Number	Lot Number	Owner Name	Mailing Address	Notes:
1	30906	3	483A	Porter, Ludessa	3559 Fresenius Rd Silsbee, TX 77656	No response
2	30883	3	468B	Boyd, Steven	1809 Cheryl Dr Caldwell, TX 77836	Signature received
3	30884	3	468C	Keimross 401(k) Profit Sharing Plan	603 Robinhood Brenham, TX 77833	No response
4	30880	3	467A	Dotson, Jay	PO Box 334 Wellborn, TX 77881	Signature received
5	30881	3	467B	Cervera, Jose	3010 Candy Lane Bryan, TX 77803	Signature received
6	30877	3	466A	Laws, Otis	2323 Clear Lake City Blvd Suite 180 #266 Houston, TX 77062	No response
7	31057	3	599	Gonzalez, Amelia	1902 Palasota Bryan, TX 77803	No response
8	31022	3	572	Storm, Mical & Dawn	2232 S Market Brenham, TX 77833	No response
9	31024	3	573B	Pierre, Shawn	1550 Crescent Point Parkway #8310 College Station, TX 77845	Signature received
10	31023	3	573A	McMillan, Steve	128 FM 2550 Huntsville, TX 77320	No response
11	31026	3	574B	Sabastian Flores and Maura Munoz	1103 Commerce St. #3 Bryan, TX 77803	No response
12	31025	3	574	Cruz, Jose	113 Lynn Drive TRLR 18 Bryan, TX 77801	Letter came back undelivered; Resent to different address; No response
13	31126	3	655	Llamas, Silvia	PO Box 335 Snook, TX 77878	No response
14	31124	3	654	Abrey, John	342 Teal Lake Drive Caldwell, TX 77836	Signature Received

STATE OF TEXAS

COUNTY OF Burleson

**VARIANCE OF WELL SPACING**

**BEFORE ME**, the undersigned authority, on this day personally appeared Jose Cervera who being duly sworn by me did on his/her oath, depose, and say that:

"My name is JOSE CERVERA. I am of sound mind and over 18 (eighteen) years of age. I am the owner of land located at Beaver Creek Sec. 3 Lot 467B in Burleson County, Texas ("Land"). My address is 3010 Candy Lane, Bryan, Texas, 77803, and I am personally acquainted with the facts stated herein and such facts are true and correct."

"I hereby acknowledge that Beaver Creek WCID#1 "Neighbor" has requested to produce a well closer to property than allowed by the Rules of Post Oak Savannah Groundwater Conservation District. I have granted a variance to those Rules and allow the said well to produce closer to my property."

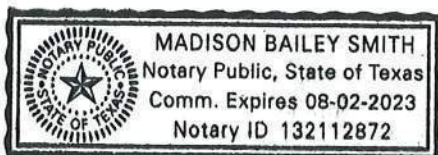
This statement is given freely and voluntarily and no one has made any attempt to suggest any comments or views to be expressed by me with respect to this matter.

Jose Cervera

**SWORN TO AND SUBSCRIBED TO BEFORE ME**, the undersigned and a notary public, on this the 28 day of April, 2020.

(Notary Seal)

Madison Bailey Smith  
Notary Public – State of Texas



# BEAVER CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

c/o Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845

April 16, 2020

Re: Notice to Adjoining Landowners  
Variance of Well Spacing Request  
Beaver Creek Water Control & Improvement District No. 1  
Public Water System  
J|C No. B0054-0004-00

Dear Resident:

The Beaver Creek Water Control and Improvement District No. 1 (BCWCID#1) Board of Directors is pleased to inform you that the Texas Water Development Board (TWDB) has approved 98% grant funding for the construction of our public water system project in Beaver Creek. While it has been a long and hard struggle to get to this point, the District has achieved its goal of securing the maximum amount of grant funds available for the project, thus making water service as economical as possible for its residents. The final step for the project is to secure permits for the construction of the two water wells. The two proposed water wells will be approximately 1,100 feet in depth, each produce approximately 175 gallons per minute (GPM) of water, and be completed in the Queen City Aquifer. The wells will be located on BCWCID#1 property in Section 2, Lot 249 near the intersection of Mallard Drive and Lake Ridge Drive, and Section 3, Lot 600 near the intersection of Teal Lake Drive and W. Pin Oak Lane. You are receiving this notice with a variance request because you own adjoining property to one of the well locations. The Post Oak Savannah Ground Water Conservation District Rule 4.1.4 (required spacing for wells that will pump from the Queen City Aquifer) requires a minimum spacing of 2.5 feet per GPM of well pumping capacity or 437.5 feet from the property line. Since the well locations will not meet this requirement, a Variance of Well Spacing is attached for your approval. All water produced from these wells will only serve the water system within Beaver Creek, and because these wells will be completed in the much deeper Queen City Aquifer, there will be no effect on adjoining private water wells. The form must be notarized. If you need a notary, please contact Jones|Carter at 979-731-8000 and ask for Madison Smith to make an appointment.

Please send your completed variance form to our engineer, Brian P. Dobiyanski, PE, Project Manager with Jones|Carter. Should you have any questions regarding this matter please advise him accordingly. The following is his contact information:

Mr. Brian P. Dobiyanski, PE  
Project Manager  
Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845  
Phone: 979-731-8000; Email: [bdobiyanski@jonescarter.com](mailto:bdobiyanski@jonescarter.com)

Your signature will fulfill the final requirements to begin construction of the project and will help provide a source of safe drinking water and fire protection for the residents of Beaver Creek. We are extremely grateful for your assistance in helping us get to this point, and we want to thank you for your assistance.

Sincerely,



James Dever  
President, Board of Directors

K:\B0054\B0054-0004-00 Beaver Creek WCID#1 Construction Phase\Project Management\Correspondence\20200415 Well Adjoining Landowner Letters\Letter To Well Adjoining Landowners 20200416.Docx

Enclosure

By Certified Mail No. \_\_\_\_\_

duties, provided, that no such delegation may ever relieve the general manager from responsibilities under the District Act or Board orders. [Amended June 12, 2012]

## **SECTION 4. SPACING REQUIREMENTS.**

### **RULE 4.1. REQUIRED SPACING.** [Amended February 20, 2014]

1. Except for a well exempted under Rules 4.2(6), Rule 7.10(1)(b) or 7.10(2)(c), a new well may not be drilled within 50 feet of an existing well, or the property line of any abutting land that is not owned or controlled by the owner of the new well. *[Amended August 12, 2014]*

2. In the Simsboro formation the spacing of a new well shall be as provided in (a) or (b), at the election of the owner exercised when the application for a new well permit is filed:

a. the spacing of a new well from any well in that formation shall be a distance of not less than one foot per one gallon per minute of production capacity and not less than one-half foot per gallon per minute from the property line of each adjoining landowner; [Amended November 5, 2019] or

b. the spacing of the new well shall be based on engineering studies and drawdown criteria derived from GAM simulations which have been appropriately modified to; (i) represent the aquifer properties near the new well based on publicly available information; and (ii) to represent current and probable future groundwater development in the District, to meet the following performance standards: [Amended November 5, 2019]

i. no more than 8% drawdown of hydraulic head [using GAM (2000) levels and referenced from top of the aquifer] at the property boundary;

ii. no more than 25% drawdown of hydraulic head anywhere within the property from which the well will produce water; and

iii. the applicant must provide for a minimum of one monitoring well for every 1,000 acre/feet/year of permitted production capacity, to demonstrate continuing compliance with these standards.

3. A new well that will pump from the Carrizo, Calvert Bluff or Hooper formations shall be spaced a distance of not less than two feet per one gallon per minute production capacity from any well in the same formation, and not less than one foot per gallon per minute from the property line of each owner of abutting land that is not owned or controlled by the owner of the new well.

4. For a new well that will pump from the Yegua-Jackson, Trinity, Sparta or the Queen City aquifer, spacing shall be determined based on production capacity. The minimum spacing between the new well and any well in the same formation and the property line of any abutting land that is not owned or controlled by the owner of the new well will vary depending on the production capacity of the well according to the following table. [Amended May 3, 2017] [Amended November 5, 2019]

Production Capacity		Minimum Spacing Per GPM of Production Capacity	
More than	Equal to or less than	From any Well	From Property Line
NA	50 gpm	2 feet	1 foot
50 gpm	100 gpm	3 feet	1.5 feet
100 gpm	150 gpm	4 feet	2 feet
150 gpm	200 gpm	5 feet	2.5 feet
200 gpm	NA	7 feet	3 feet

5. In addition to Rule 4.1.4, a well that will pump from the Yegua-Jackson Aquifer with more than 35 gallons per minute production capacity shall be constructed such that all portions of its well screen are not less than 200 feet below the lowest portion of a well screen associated with any well that is not owned or controlled by the owner of the new well and is within 2,500 ft of the location of the new well. [Added October 14, 2014] [Amended May 3, 2017]
6. Except as provided in these Rules for specific wells, all wells shall comply with the spacing requirements. [Added August 12, 2014]
7. Upon application, and approval by the District, a well location established by permit may be modified on the request of both the permittee and the surface owner of land within the contiguous area included within the permit, or for the purpose of relocating the well to a site that is more secure from flooding, adverse drainage or any source of potential contamination. [Amended May 3, 2017]

#### **RULE 4.2. EXCEPTIONS TO SPACING REQUIREMENTS.**

1. If an applicant establishes, by clear and convincing evidence, good cause why a new well should be allowed to be drilled closer than the spacing required by Rule 4.1, the issue of spacing requirements will be considered during the permitting process and may be considered in any contested case process. If the Board chooses to grant a permit to drill a well that does not meet the spacing requirements, the Board may limit the production of the well to prevent or limit injury to adjoining landowners, well owners or the aquifer. Any existing well for which a timely application for certificate of registration or historic use permit has been filed in accordance with these rules is exempt from the spacing requirements under this Section 4. [Amended June 12, 2012] [Amended July 2, 2019]

STATE OF TEXAS

COUNTY OF Burleson

**VARIANCE OF WELL SPACING**

**BEFORE ME**, the undersigned authority, on this day personally appeared David J Dotson who being duly sworn by me did on his/her oath, depose, and say that:

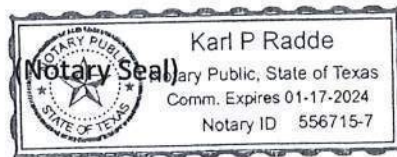
"My name is David J Dotson. I am of sound mind and over 18 (eighteen) years of age. I am the owner of land located at Beaver Creek Sec. 3 Lot 467A in Burleson County, Texas ("Land"). My address is PO Box 334, Wellborn, Texas, 77881, and I am personally acquainted with the facts stated herein and such facts are true and correct."

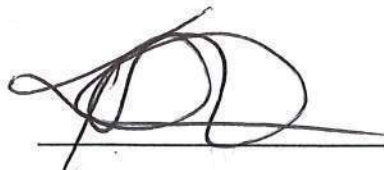
"I hereby acknowledge that Beaver Creek WCID#1 "Neighbor" has requested to produce a well closer to property than allowed by the Rules of Post Oak Savannah Groundwater Conservation District. I have granted a variance to those Rules and allow the said well to produce closer to my property."

This statement is given freely and voluntarily and no one has made any attempt to suggest any comments or views to be expressed by me with respect to this matter.



**SWORN TO AND SUBSCRIBED TO BEFORE ME**, the undersigned and a notary public, on this the 20 day of May, 2020.



  
Notary Public – State of Texas



# BEAVER CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

c/o Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845

April 16, 2020

Re: Notice to Adjoining Landowners  
Variance of Well Spacing Request  
Beaver Creek Water Control & Improvement District No. 1  
Public Water System  
J|C No. B0054-0004-00

Dear Resident:

The Beaver Creek Water Control and Improvement District No. 1 (BCWCID#1) Board of Directors is pleased to inform you that the Texas Water Development Board (TWDB) has approved 98% grant funding for the construction of our public water system project in Beaver Creek. While it has been a long and hard struggle to get to this point, the District has achieved its goal of securing the maximum amount of grant funds available for the project, thus making water service as economical as possible for its residents. The final step for the project is to secure permits for the construction of the two water wells. The two proposed water wells will be approximately 1,100 feet in depth, each produce approximately 175 gallons per minute (GPM) of water, and be completed in the Queen City Aquifer. The wells will be located on BCWCID#1 property in Section 2, Lot 249 near the intersection of Mallard Drive and Lake Ridge Drive, and Section 3, Lot 600 near the intersection of Teal Lake Drive and W. Pin Oak Lane. You are receiving this notice with a variance request because you own adjoining property to one of the well locations. The Post Oak Savannah Ground Water Conservation District Rule 4.1.4 (required spacing for wells that will pump from the Queen City Aquifer) requires a minimum spacing of 2.5 feet per GPM of well pumping capacity or 437.5 feet from the property line. Since the well locations will not meet this requirement, a Variance of Well Spacing is attached for your approval. All water produced from these wells will only serve the water system within Beaver Creek, and because these wells will be completed in the much deeper Queen City Aquifer, there will be no effect on adjoining private water wells. The form must be notarized. If you need a notary, please contact Jones|Carter at 979-731-8000 and ask for Madison Smith to make an appointment.

Please send your completed variance form to our engineer, Brian P. Dobiyanski, PE, Project Manager with Jones|Carter. Should you have any questions regarding this matter please advise him accordingly. The following is his contact information:

Mr. Brian P. Dobiyanski, PE  
Project Manager  
Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845  
Phone: 979-731-8000; Email: [bdobiyanski@jonescarter.com](mailto:bdobiyanski@jonescarter.com)

Your signature will fulfill the final requirements to begin construction of the project and will help provide a source of safe drinking water and fire protection for the residents of Beaver Creek. We are extremely grateful for your assistance in helping us get to this point, and we want to thank you for your assistance.

Sincerely,



James Dever  
President, Board of Directors

K:\B0054\B0054-0004-00 Beaver Creek WCID#1 Construction Phase\Project Management\Correspondence\20200415 Well Adjoining Landowner Letters\Letter To Well Adjoining Landowners 20200416.Docx

Enclosure

By Certified Mail No. \_\_\_\_\_

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a. the spacing of a new well from any well in that formation shall be a distance of not less than one foot per one gallon per minute of production capacity and not less than one-half foot per gallon per minute from the property line of each adjoining landowner; [Amended November 5, 2019] or

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STATE OF TEXAS

COUNTY OF Burleson

**VARIANCE OF WELL SPACING**

**BEFORE ME**, the undersigned authority, on this day personally appeared Shawn A. Pierre who being duly sworn by me did on his/her oath, depose, and say that:

"My name is Shawn A. Pierre. I am of sound mind and over 18 (eighteen) years of age. I am the owner of land located at Beaver Creek Sec. 3 Lot 573B in Burleson County, Texas ("Land"). My address is 2232 S Market 1550 Crescent Point Parkway #8310 College Station, Texas, 77845, and I am personally acquainted with the facts stated herein and such facts are true and correct."

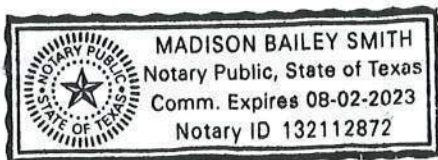
"I hereby acknowledge that Beaver Creek WCID#1 "Neighbor" has requested to produce a well closer to property than allowed by the Rules of Post Oak Savannah Groundwater Conservation District. I have granted a variance to those Rules and allow the said well to produce closer to my property."

This statement is given freely and voluntarily and no one has made any attempt to suggest any comments or views to be expressed by me with respect to this matter.

Shawn Pierre

**SWORN TO AND SUBSCRIBED TO BEFORE ME**, the undersigned and a notary public, on this the 30 day of April, 2020.

(Notary Seal)



Madison Bailey Smith

Notary Public – State of Texas

# BEAVER CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

c/o Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845

April 16, 2020

Re: Notice to Adjoining Landowners  
Variance of Well Spacing Request  
Beaver Creek Water Control & Improvement District No. 1  
Public Water System  
J|C No. B0054-0004-00

Dear Resident:

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Please send your completed variance form to our engineer, Brian P. Dobiyanski, PE, Project Manager with Jones|Carter. Should you have any questions regarding this matter please advise him accordingly. The following is his contact information:

Mr. Brian P. Dobiyanski, PE  
Project Manager  
Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845  
Phone: 979-731-8000; Email: [bdobiyanski@jonescarter.com](mailto:bdobiyanski@jonescarter.com)

Your signature will fulfill the final requirements to begin construction of the project and will help provide a source of safe drinking water and fire protection for the residents of Beaver Creek. We are extremely grateful for your assistance in helping us get to this point, and we want to thank you for your assistance.

Sincerely,



James Dever  
President, Board of Directors

K:\B0054\B0054-0004-00 Beaver Creek WCID#1 Construction Phase\Project Management\Correspondence\20200415 Well Adjoining Landowner Letters\Letter To Well Adjoining Landowners 20200416.Docx

Enclosure

By Certified Mail No. \_\_\_\_\_

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b. the spacing of the new well shall be based on engineering studies and drawdown criteria derived from GAM simulations which have been appropriately modified to; (i) represent the aquifer properties near the new well based on publicly available information; and (ii) to represent current and probable future groundwater development in the District, to meet the following performance standards: [Amended November 5, 2019]

i. no more than 8% drawdown of hydraulic head [using GAM (2000) levels and referenced from top of the aquifer] at the property boundary;

ii. no more than 25% drawdown of hydraulic head anywhere within the property from which the well will produce water; and

iii. the applicant must provide for a minimum of one monitoring well for every 1,000 acre/feet/year of permitted production capacity, to demonstrate continuing compliance with these standards.

3. A new well that will pump from the Carrizo, Calvert Bluff or Hooper formations shall be spaced a distance of not less than two feet per one gallon per minute production capacity from any well in the same formation, and not less than one foot per gallon per minute from the property line of each owner of abutting land that is not owned or controlled by the owner of the new well.

4. For a new well that will pump from the Yegua-Jackson, Trinity, Sparta or the Queen City aquifer, spacing shall be determined based on production capacity. The minimum spacing between the new well and any well in the same formation and the property line of any abutting land that is not owned or controlled by the owner of the new well will vary depending on the production capacity of the well according to the following table. [Amended May 3, 2017] [Amended November 5, 2019]

Production Capacity		Minimum Spacing Per GPM of Production Capacity	
More than	Equal to or less than	From any Well	From Property Line
NA	50 gpm	2 feet	1 foot
50 gpm	100 gpm	3 feet	1.5 feet
100 gpm	150 gpm	4 feet	2 feet
150 gpm	200 gpm	5 feet	2.5 feet
200 gpm	NA	7 feet	3 feet

5. In addition to Rule 4.1.4, a well that will pump from the Yegua-Jackson Aquifer with more than 35 gallons per minute production capacity shall be constructed such that all portions of its well screen are not less than 200 feet below the lowest portion of a well screen associated with any well that is not owned or controlled by the owner of the new well and is within 2,500 ft of the location of the new well. [Added October 14, 2014] [Amended May 3, 2017]
6. Except as provided in these Rules for specific wells, all wells shall comply with the spacing requirements. [Added August 12, 2014]
7. Upon application, and approval by the District, a well location established by permit may be modified on the request of both the permittee and the surface owner of land within the contiguous area included within the permit, or for the purpose of relocating the well to a site that is more secure from flooding, adverse drainage or any source of potential contamination. [Amended May 3, 2017]

#### **RULE 4.2. EXCEPTIONS TO SPACING REQUIREMENTS.**

1. If an applicant establishes, by clear and convincing evidence, good cause why a new well should be allowed to be drilled closer than the spacing required by Rule 4.1, the issue of spacing requirements will be considered during the permitting process and may be considered in any contested case process. If the Board chooses to grant a permit to drill a well that does not meet the spacing requirements, the Board may limit the production of the well to prevent or limit injury to adjoining landowners, well owners or the aquifer. Any existing well for which a timely application for certificate of registration or historic use permit has been filed in accordance with these rules is exempt from the spacing requirements under this Section 4. [Amended June 12, 2012] [Amended July 2, 2019]



STATE OF TEXAS

COUNTY OF Burleson

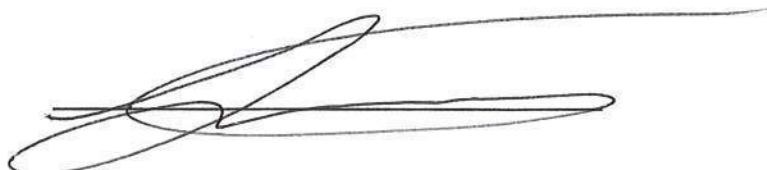
**VARIANCE OF WELL SPACING**

**BEFORE ME**, the undersigned authority, on this day personally appeared John F. Aubrey who being duly sworn by me did on his/her oath, depose, and say that:

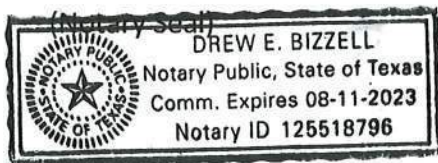
"My name is John F. Aubrey. I am of sound mind and over 18 (eighteen) years of age. I am the owner of land located at Beaver Creek Sec. 3 Lot 654 in Burleson County, Texas ("Land"). My address is 342 Teal Lake Drive, Caldwell, Texas, 77836, and I am personally acquainted with the facts stated herein and such facts are true and correct."

"I hereby acknowledge that Beaver Creek WCID#1 "Neighbor" has requested to produce a well closer to property than allowed by the Rules of Post Oak Savannah Groundwater Conservation District. I have granted a variance to those Rules and allow the said well to produce closer to my property."

This statement is given freely and voluntarily and no one has made any attempt to suggest any comments or views to be expressed by me with respect to this matter.



**SWORN TO AND SUBSCRIBED TO BEFORE ME**, the undersigned and a notary public, on this the 16<sup>th</sup> day of May, 2020.



Notary Public – State of Texas



# BEAVER CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

c/o Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845

April 16, 2020

Re: Notice to Adjoining Landowners  
Variance of Well Spacing Request  
Beaver Creek Water Control & Improvement District No. 1  
Public Water System  
J|C No. B0054-0004-00

Dear Resident:

The Beaver Creek Water Control and Improvement District No. 1 (BCWCID#1) Board of Directors is pleased to inform you that the Texas Water Development Board (TWDB) has approved 98% grant funding for the construction of our public water system project in Beaver Creek. While it has been a long and hard struggle to get to this point, the District has achieved its goal of securing the maximum amount of grant funds available for the project, thus making water service as economical as possible for its residents. The final step for the project is to secure permits for the construction of the two water wells. The two proposed water wells will be approximately 1,100 feet in depth, each produce approximately 175 gallons per minute (GPM) of water, and be completed in the Queen City Aquifer. The wells will be located on BCWCID#1 property in Section 2, Lot 249 near the intersection of Mallard Drive and Lake Ridge Drive, and Section 3, Lot 600 near the intersection of Teal Lake Drive and W. Pin Oak Lane. You are receiving this notice with a variance request because you own adjoining property to one of the well locations. The Post Oak Savannah Ground Water Conservation District Rule 4.1.4 (required spacing for wells that will pump from the Queen City Aquifer) requires a minimum spacing of 2.5 feet per GPM of well pumping capacity or 437.5 feet from the property line. Since the well locations will not meet this requirement, a Variance of Well Spacing is attached for your approval. All water produced from these wells will only serve the water system within Beaver Creek, and because these wells will be completed in the much deeper Queen City Aquifer, there will be no effect on adjoining private water wells. The form must be notarized. If you need a notary, please contact Jones|Carter at 979-731-8000 and ask for Madison Smith to make an appointment.

Please send your completed variance form to our engineer, Brian P. Dobiyanski, PE, Project Manager with Jones|Carter. Should you have any questions regarding this matter please advise him accordingly. The following is his contact information:

Mr. Brian P. Dobiyanski, PE  
Project Manager  
Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845  
Phone: 979-731-8000; Email: [bdobiyanski@jonescarter.com](mailto:bdobiyanski@jonescarter.com)

Your signature will fulfill the final requirements to begin construction of the project and will help provide a source of safe drinking water and fire protection for the residents of Beaver Creek. We are extremely grateful for your assistance in helping us get to this point, and we want to thank you for your assistance.

Sincerely,



James Dever  
President, Board of Directors

K:\B0054\B0054-0004-00 Beaver Creek WCID#1 Construction Phase\Project Management\Correspondence\20200415 Well Adjoining Landowner Letters\Letter To Well Adjoining Landowners 20200416.Docx

Enclosure

By Certified Mail No. \_\_\_\_\_

duties, provided, that no such delegation may ever relieve the general manager from responsibilities under the District Act or Board orders. [Amended June 12, 2012]

## **SECTION 4. SPACING REQUIREMENTS.**

### **RULE 4.1. REQUIRED SPACING.** [Amended February 20, 2014]

1. Except for a well exempted under Rules 4.2(6), Rule 7.10(1)(b) or 7.10(2)(c), a new well may not be drilled within 50 feet of an existing well, or the property line of any abutting land that is not owned or controlled by the owner of the new well. *[Amended August 12, 2014]*

2. In the Simsboro formation the spacing of a new well shall be as provided in (a) or (b), at the election of the owner exercised when the application for a new well permit is filed:

a. the spacing of a new well from any well in that formation shall be a distance of not less than one foot per one gallon per minute of production capacity and not less than one-half foot per gallon per minute from the property line of each adjoining landowner; [Amended November 5, 2019] or

b. the spacing of the new well shall be based on engineering studies and drawdown criteria derived from GAM simulations which have been appropriately modified to; (i) represent the aquifer properties near the new well based on publicly available information; and (ii) to represent current and probable future groundwater development in the District, to meet the following performance standards: [Amended November 5, 2019]

i. no more than 8% drawdown of hydraulic head [using GAM (2000) levels and referenced from top of the aquifer] at the property boundary;

ii. no more than 25% drawdown of hydraulic head anywhere within the property from which the well will produce water; and

iii. the applicant must provide for a minimum of one monitoring well for every 1,000 acre/feet/year of permitted production capacity, to demonstrate continuing compliance with these standards.

3. A new well that will pump from the Carrizo, Calvert Bluff or Hooper formations shall be spaced a distance of not less than two feet per one gallon per minute production capacity from any well in the same formation, and not less than one foot per gallon per minute from the property line of each owner of abutting land that is not owned or controlled by the owner of the new well.

4. For a new well that will pump from the Yegua-Jackson, Trinity, Sparta or the Queen City aquifer, spacing shall be determined based on production capacity. The minimum spacing between the new well and any well in the same formation and the property line of any abutting land that is not owned or controlled by the owner of the new well will vary depending on the production capacity of the well according to the following table. [Amended May 3, 2017] [Amended November 5, 2019]

Production Capacity		Minimum Spacing Per GPM of Production Capacity	
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150 gpm	200 gpm	5 feet	2.5 feet
200 gpm	NA	7 feet	3 feet

5. In addition to Rule 4.1.4, a well that will pump from the Yegua-Jackson Aquifer with more than 35 gallons per minute production capacity shall be constructed such that all portions of its well screen are not less than 200 feet below the lowest portion of a well screen associated with any well that is not owned or controlled by the owner of the new well and is within 2,500 ft of the location of the new well. [Added October 14, 2014] [Amended May 3, 2017]
6. Except as provided in these Rules for specific wells, all wells shall comply with the spacing requirements. [Added August 12, 2014]
7. Upon application, and approval by the District, a well location established by permit may be modified on the request of both the permittee and the surface owner of land within the contiguous area included within the permit, or for the purpose of relocating the well to a site that is more secure from flooding, adverse drainage or any source of potential contamination. [Amended May 3, 2017]

#### **RULE 4.2. EXCEPTIONS TO SPACING REQUIREMENTS.**

1. If an applicant establishes, by clear and convincing evidence, good cause why a new well should be allowed to be drilled closer than the spacing required by Rule 4.1, the issue of spacing requirements will be considered during the permitting process and may be considered in any contested case process. If the Board chooses to grant a permit to drill a well that does not meet the spacing requirements, the Board may limit the production of the well to prevent or limit injury to adjoining landowners, well owners or the aquifer. Any existing well for which a timely application for certificate of registration or historic use permit has been filed in accordance with these rules is exempt from the spacing requirements under this Section 4. [Amended June 12, 2012] [Amended July 2, 2019]

**ATTACHEMENT E**

**WATER CONSRVATION PLAN**

CERTIFICATE OF RESOLUTION  
ADOPTING A WATER CONSERVATION PLAN

THE STATE OF TEXAS §  
COUNTY OF BURLESON §  
BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 §

We, the undersigned officers of the Board of Directors (the "Board") of Beaver Creek Water Control and Improvement District No. 1 (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 29th day of January, 2018, at a designated meeting location inside the boundaries of the District, and the roll was called of the members of the Board, to-wit:

James Dever	-	President
Glen Wearden	-	Vice President
Jennifer Canterberry	-	Secretary
Mahalia Nix	-	Assistant Secretary
Larry Wilson	-	Assistant Secretary

All members of the Board were present except the following absentees: Director Wearden + Nix thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

RESOLUTION ADOPTING A WATER CONSERVATION PLAN

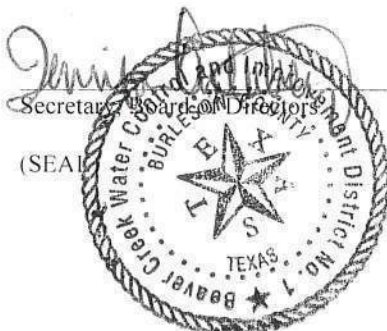
was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: 3

NOES: 0

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED the 29<sup>th</sup> day of January, 2018.



  
President, Board of Directors

RESOLUTION ADOPTING A WATER CONSERVATION PLAN FOR BEAVER CREEK  
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

THE STATE OF TEXAS §

COUNTY OF BURLESON §

BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 §

A RESOLUTION OF BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, APPROVING A BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 WATER CONSERVATION PLAN AS REQUIRED BY THE COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

WHEREAS, Beaver Creek Water Control and Improvement District No. 1 (the "District") was heretofore created by Resolution of the Commissioners Court of Burleson County, Texas dated July 30, 2008;

WHEREAS, a water control and improvement district is a political subdivision of the State of Texas and the District's primary purpose is to provide water facilities to serve the land in the District;


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 THAT:

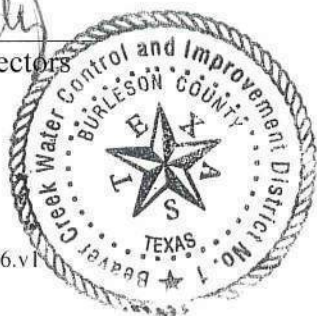
PART 1: The District's Board of Directors hereby approves the Water Conservation Plan, a copy of which is attached hereto as "Exhibit A".

PART 2: That this Resolution shall take effect immediately for and after its passage.

ADOPTED this 29th of January, 2018, to be effective immediately.

  
President, Board of Directors

ATTEST:  
  
Secretary, Board of Directors



**BEAVER CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1  
WATER CONSERVATION PLAN**

**INTRODUCTION**

In accordance with the guidelines of the Texas Water Development Board (TWDB), Beaver Creek Water Control and Improvement District No. 1 (BCWCID#1) adopted a Water Conservation Plan in 2018 for the District's proposed water distribution system. There is currently no distribution system providing water to the District.

The resolution of the BCWCID#1 Board of Directors adopting the Water Conservation Plan shall authorize the District to implement, enforce, and administer the program.

**UTILITY PROFILE**

**Population and Customer Data**

BCWCID#1 manages a water distribution service area of three (3) square miles and serves a population of over 800 residents. The District provides drinking water through a network of 23 miles of distribution mains to over 200 residential water connections.

No official U.S. Census population count for BCWCID#1 exists. Population growth for BCWCID#1 from 2010 to 2040 is expected to be 22.28% or 0.74% annually. This growth rate was taken from the Texas Water Development Board's (TWDB) city data for the City of Snook, Texas. The TWDB's city data for Snook, Texas was used for the projections because the data represents a community of similar population to the District in rural Burleson County with similar expected growth patterns. Population projections for BCWCID#1, described in the Utility Profile, forecast the District's population will reach 905 by 2019 and 933 by 2023. In comparison, the District's water consumption per day is expected to reach 122,175 GPD in 2019 to 125,955 GPD by 2023. Projected water demands were calculated by multiplying the population by an average of water usage of 135 gallons per day per capita.

**WATER LOSS GOALS**

Table 1 below summarizes projected water statistics for the baseline, 5-year goals, and 10-year goals. All demands are given in total gallons per day. Total GPCD is the total gallons in the system per day divided by the population. The Residential GPCD is the gallons per day for residential use divided by the residential population. Water Loss GPCD is the total water loss per day divided by the permanent population within the district. Water Loss Percentage is the total water loss divided by the total gallons in the system in a percent. BCWCID#1 intends to reduce its percentage of water loss as follows:



**Water Conservation Plan  
5-Year and 10-Year Goals for Water Savings**

	Historical 5-Year Average	Baseline for 2018	5-Year Goal for Year 2023	10-Year Goal for Year 2028
Total GPCD	~*	175	162.5	150
Residential GPCD	~*	175	162.5	150
Water Loss (GPCD)	~*	21.0	17.9	15.0
Water Loss (Percentage)	~*	12.0	11.0	10.0

\*No current water system exists, therefore no historical information exists.

BCWCID#1 will undertake an effort to reduce unaccounted-for water and to improve the quality of data in water loss estimates. It is expected that water loss percentages will fluctuate annually with weather and demand conditions and that some fluctuations will occur as a result of improved collection.

**IMPLEMENTATION SCHEDULE**

1. Methods for seasonal conservation will be published in the local newspaper and other media outlets during high-use seasons to expand the public information measures.
2. Once a year, BCWCID#1 will review consumption patterns and its income and expense levels to determine whether or not current water rates are effective and appropriate. A progressive water rate schedule may be considered by the Board and adjustments will be made as needed.
3. The Board will provide information regarding the water rate structure to each of its customers once a year. The Board will also provide customers with historical water use for the previous 12 months upon request.
4. Meters will be tested as necessary.
5. A leak detection and repair program will be maintained. Record accounting data of the water consumption from residential meters will be maintained. These records will be monitored to determine water loss and unaccounted water.



6. Replacement of water lines found to be leaking or are in a generally poor condition will be completed as quickly as practical to ensure minimal water loss.
7. Although most residents will continue to use their existing personal water wells for irrigation, BCWCID#1 will encourage limiting water use during seasons of high-use.

#### **METHOD FOR TRACKING EFFECTIVENESS**

In order to track the progress of the Water Conservation and Drought Contingency Plan, BCWCID#1 will need to collect a variety of information with regards to each program. The following information will be useful in tracking the progress of the Water Conservation Plan.

1. The information programs, BCWCID#1 will collect information about its programs and the population to evaluate the effectiveness of the program. For literature pieces, the number of such pieces and topics covered will be documented. The number of news programs and advertisements will also be documented and the total population of the service area will be tracked.
2. The billing structure will be evaluated annually. Several pieces of information are required to evaluate this structure effectively. A copy of the rate ordinance will be documented. Billing and customer records will be kept and water consumption by each customer class at the beginning and end of the recording period will be recorded.
3. In order to evaluate the meter installation program, guidelines of meter installation based upon customer usage will be written and available; a meter repair and replacement policy will be documented; and meter number, size, make, and model will be recorded for each meter repair and replacement. In addition, a report will be written on methods used to determine meter replacement and testing for each meter size.
4. In order to evaluate leakage and water line rupture, a report will be written to document date and time of the issue, location, and methods used to resolve the issue.

#### **WATER RATE SCHEDULE**

After a minimum of five (5) years of system of operation, BCWCID#1 will research the option of utilizing an inclining rate schedule in order to achieve conservation goals. The current rate schedule for BCWCID#1 is a flat rate per month per meter. BCWCID#1 may utilize an inclining water rate schedule to encourage customers to reduce both peak and overall water usage, while fairly allocating cost to service to each customer. Under an inclining rate schedule, the rate per thousand gallons increases as the amount of water used increases.

The rate schedule will be reviewed on a regular basis to ensure that the rates adequately recover the cost for service and meet the goals of the water conservation plan.

## **WATER LOSS CONTROL MEASURES**

The goal of BCWCID#1's water loss control program is to maintain unaccounted-for water (unbilled authorized and unbilled unauthorized usage) at or below 12% of water produced on a monthly basis. In order to meet this goal, BCWCID#1 has several programs in place, including routine water audits, a program of leak detection and repair, and meter testing and accuracy.

### **Routine Audits of Water System**

BCWCID#1 will generate a monthly water loss report that compares metered production with metered consumption, as well as accounted-for and unaccounted-for water losses.

This report provides an effective way of tracking water loss. BCWCID#1 will also complete a detailed water system audit following Texas Water Development Board (TWDB) guidelines at least once every five (5) years. TWDB rules require that this audit be submitted once every five (5) years. The water system audit determines the volume of actual water loss, the identification of water loss sources, the status and condition of primary water meters, an analysis of water line breaks, an evaluation of underground leakage potential, and recommendations for meter replacements.

### **Leak Detection and Repair**

BCWCID#1 administers a leak detection and repair program for the water distribution system. This program features a prioritization system for leaks needing repair and an inventory of equipment and materials needed to promptly repair all detected or reported leaks. BCWCID#1's annual rehabilitation program to upgrade its distribution system also addresses high volume leaks. BCWCID#1 also conducts an annual distribution system rehabilitation program that prioritizes the replacement of high water loss sections of the distribution system. This program is based on findings of water loss reports and the leak detection program.

### **Universal Metering**

The ability to meter distribution and consumption uses allows BCWCID#1 to closely monitor actual water use, water losses, and prevent unauthorized use. All service connections within the District are metered.

Meters at water plants are calibrated and tested annually in accordance with American Water Works (AWWA) standards to provide a minimum accuracy of plus or minus five percent (5%).

BCWCID#1 will continue to provide a preventative maintenance program for its water meters, wherein regular scheduled testing, repairs, and replacement are performed in accordance with AWWA standards.

## **PUBLIC EDUCATION PROGRAM**

BCWCID#1's public education program typically makes direct customer contacts each year through public Board Meetings and annual homeowner association meetings. Additional notification indirectly includes notification by a marquee at the entrance of the District, utility bill inserts, newspaper ads in the local paper, and similar programs. BCWCID#1 promotes water conservation issues by informing the public in the following ways:

1. Making water conservation information available to new customers
2. Making residential water audits available to customers
3. Providing water conservation information to all customers upon request
4. Provide exhibits at public events held throughout the year
5. Publish water conservation information on a regular basis in the utility bill insert or other written form

## **ADDITIONAL WHOLESALE CONTRACTS**

BCWCID#1 is not to provide wholesale water outside the boundary of the District. Therefore, this section does not apply to the Water Conservation Plan.

## **MEANS OF IMPLEMENTATION AND ENFORCEMENT**

The President of BCWCID#1 (President of the Board), or his/her duly appointed representative, will act as the Administrator of the Water Conservation and Drought Contingency Plan. The President of the Board will oversee the execution and implementation of all elements of the plan and be responsible to oversee the keeping of adequate records for program verification.

As a means of implementing this plan, all plan elements discussed in this document were adopted by BCWCID#1 Board of Directors by ordinance. See the attached Ordinance in **Attachment No. 1**.

**ATTACHEMENT F**

**DROUGHT CONTINGENCY PLAN**

# **Drought Contingency Plan for a Retail Public Water Supplier**

**Beaver Creek Water Control & Improvement District No. 1  
3380 Beaver Creek Dr., Caldwell, Texas 77836  
CCN No. 13280  
PWS No. 1216250**

## **SECTION I: DECLARATION OF POLICY, PURPOSE, AND INTENT**

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, Beaver Creek Water Control and Improvement District No. 1 (BCWCID#1) hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance or resolution.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

## **SECTION II: PUBLIC INVOLVEMENT**

Opportunity for the public to provide input into the preparation of the Plan was provided by BCWCID#1 by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

## **SECTION III: PUBLIC EDUCATION**

BCWCID#1 will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of monthly Board Meetings, Annual Home Owner's Association Meetings, press releases in the local newspaper, and utility bill inserts.

## **SECTION IV: COORDINATION WITH REGIONAL WATER PLANNING GROUPS**

The service area of BCWCID#1 is located within the Region G Water Planning Group and BCWCID#1 has provided a copy of this Plan to the Region G Water Planning Group and the Post Oak Savannah Groundwater Conservation District.

## **SECTION V: AUTHORIZATION**

The President of Beaver Creek Water Control and Improvement District No. 1 Board of Directors (President of the Board) or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The President of the Board, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

## **SECTION VI: APPLICATION**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by BCWCID#1. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## **SECTION VII: DEFINITIONS**

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by BCWCID#1.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

1. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;



2. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;
3. use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
4. use of water to wash down buildings or structures for purposes other than immediate fire protection;
5. flushing gutters or permitting water to run or accumulate in any gutter or street;
6. use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
7. use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
8. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
9. use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

## **SECTION VIII: CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES**

The President of the Board, or his/her designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on known system capacity limits.

### **Stage 1 Triggers – Customer Awareness and Voluntary Conservation**

Requirements for Initiation: Every April 1<sup>st</sup>, a public announcement will be mailed to all customers. This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. Water customers will be requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TCEQ.

Requirements for Termination: Stage 1 of the Plan will end on September 30<sup>th</sup> of each year.

### **Stage 2 Triggers – Moderate Water Shortage Conditions**

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the daily water consumption exceeds 85% of the system’s well capacity for three (3) consecutive days.

Requirements for Termination: Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

### **Stage 3 Triggers – Severe Water Shortage Conditions**

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when the daily water consumption exceeds 90% of the system's well capacity for three (3) consecutive days.

Requirements for Termination: Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

### **Stage 4 Triggers – Critical Water Shortage Conditions**

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when the daily water consumption exceeds 95% of the system's well capacity for three (3) consecutive days.

Requirements for Termination: Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

### **Stage 5 Triggers – Emergency Water Shortage Conditions**

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the President of the Board, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
2. Natural or man-made contamination of the water supply source(s).

Requirements for Termination: Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

### **Stage 6 Triggers – Water Allocation**

Requirements for Initiation: Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when the daily water consumption exceeds 95% of the system's well capacity for three (3) consecutive days.

Requirements for Termination: Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

## **SECTION IX: DROUGHT RESPONSE STAGES**

The President of the Board, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency, or water shortage condition exists and shall implement the following notification procedures:

Notification: The President of the Board, or his/her designee, shall notify the public by means of:

Publication in the local newspaper  
Marquee sign posted at the entrance of the District

Additional Notification: The President of the Board, or his/her designee, shall notify directly, or cause to be notified directly, the following individuals and entities:

BCWCID#1 Board of Directors  
Beaver Creek Volunteer Fire Department Fire Chief  
County Emergency Management Coordinator  
County Judge and Commissioner(s)

### **Stage 1 Response – Customer Awareness and Voluntary Conservation**

Target: Achieve a voluntary 10% reduction in total water use.

Best Management Practices for Supply Management: A reduction in routine flushing of water mains will be conducted in this stage.

Voluntary Water Use Restrictions for Reducing Demand: Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

### **Stage 2 Response – Moderate Water Shortage Conditions**

Target: Reduce daily water consumption below 85% of system well capacity.

Best Management Practices for Supply Management: A reduction in routine flushing of water mains will be conducted in this stage.

Water Use Restrictions for Demand Reduction: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from BCWCID#1.
6. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by BCWCID#1, the facility shall not be subject to these regulations.
7. All restaurants are prohibited from serving water to patrons except upon request of the patron.
8. The following uses of water are defined as non-essential and are prohibited:
  - a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - c. use of water for dust control;
  - d. flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

### **Stage 3 Response – Severe Water Shortage Conditions**

Target: Reduce daily water consumption below 90% of system well capacity.

Best Management Practices for Supply Management: Flushing of water mains will be discontinued in this stage.

Water Use Restrictions for Demand Reduction: All requirements of Stage 2 shall remain in effect during Stage 3 except:

1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
2. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by BCWCID#1.
3. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

#### **Stage 4 Response – Critical Water Shortage Conditions**

Target: Reduce daily water consumption below 95% of system well capacity.

Best Management Practices for Supply Management: Flushing of water mains will be discontinued in this stage.

Water Use Restrictions for Reducing Demand: All requirements of Stages 2 and 3 shall remain in effect during Stage 4 except:

1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.
3. The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

## **Stage 5 Response – Emergency Water Shortage Conditions**

Target: Reduce daily water consumption below system capacity.

Best Management Practices for Supply Management: Flushing of water mains will be discontinued in this stage.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.

## **Stage 6 Response – WATER ALLOCATION**

In the event that water shortage conditions threaten public health, safety, and welfare, the President of the Board is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers: The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<b>Persons per Household</b>	<b>Gallons per Month</b>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per household” include only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies BCWCID#1 of a greater number of persons per household on a form prescribed by the President of the Board. The President of the Board shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to BCWCID#1 office to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the President of the Board. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify BCWCID#1 on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify BCWCID#1 in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the President of the Board shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify BCWCID#1 of a reduction in the number of person in a household shall be fined not less than \$50.00.



Residential water customers shall pay the following surcharges:

- \$5.00 for the first 1,000 gallons over allocation.
- \$10.00 for the second 1,000 gallons over allocation.
- \$15.00 for the third 1,000 gallons over allocation.
- \$20.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers: The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two (2) dwelling units unless the customer notifies the BCWCID#1 of a greater number on a form prescribed by the President of the Board. The President of the Board shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to BCWCID#1 office to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the President of the Board. If the number of dwelling units served by a master meter is reduced, the customer shall notify BCWCID#1 in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the President of the Board shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify BCWCID#1 of a reduction in the number of person in a household shall be fined not less than \$50.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- \$5.00, for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- \$10.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- \$15.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- \$20.00, thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers: A monthly water allocation shall be established by the President of the Board, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for the corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75% of whose monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. The President of the Board shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact BCWCID#1 to determine the allocation. Upon request of the customer or at the initiative of the President of the Board, the allocation may be reduced or increased if (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence

demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the President of the Board. Nonresidential commercial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 12,000 gallons per month:

- \$5.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$10.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$15.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$20.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 12,001 gallons per month or more:

- 1.1 times the block rate for each 1,000 gallons in excess of the allocation up through 5% above allocation.
- 1.2 times the block rate for each 1,000 gallons from 5% through 10% above allocation.
- 1.3 times the block rate for each 1,000 gallons from 10% through 15% above allocation.
- 1.4 times the block rate for each 1,000 gallons more than 15% above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Industrial Customers: A monthly water allocation shall be established by the President of the Board, or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90% of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85% of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 12-month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The President of the Board shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact BCWCID#1 to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the President of the Board, the allocation may be reduced or increased (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period; (2) the customer has added or is in the process of adding significant additional processing capacity; (3) the customer has shutdown or significantly reduced the production of a major processing unit; (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited; (5) the customer agrees to transfer part of its allocation to another industrial customer; or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the President of the Board. Industrial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 12,000 gallons per month:

- \$5.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$10.00 per thousand gallons for the second 1,000 gallons over allocation.

\$15.00 per thousand gallons for the third 1,000 gallons over allocation.  
\$20.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 12,001 gallons per month or more:

- 1.1 times the block rate for each 1,000 gallons in excess of the allocation up through 5% above allocation.
- 1.2 times the block rate for each 1,000 gallons from 5% through 10% above allocation.
- 1.3 times the block rate for each 1,000 gallons from 10% through 15% above allocation.
- 1.4 times the block rate for each 1,000 gallons more than 15% above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

## **SECTION X: ENFORCEMENT**

1. No person shall knowingly or intentionally allow the use of water from BCWCID#1 for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the President of the Board, or his/her designee, in accordance with provisions of this Plan.
2. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than fifty dollars (\$50.00) and not more than two hundred dollars (\$200.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three (3) or more distinct violations of this Plan, the President of the Board shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$25.00, and any other costs incurred by BCWCID#1 in discontinuing service. In addition, suitable assurance must be given to the President of the Board that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
3. Any person, including a person classified as a water customer of BCWCID#1, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
4. Any employee of BCWCID#1, police officer, or other Burleson County employee designated by the President of the Board, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the District Court on the date shown on the citation for which the date shall not be less

than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in District Court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in District Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in District Court before all other cases.

## **SECTION XI: VARIANCES**

The President of the Board, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one (1) or more of the following conditions are met:

1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect
2. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with BCWCID#1 within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the President of the Board, or his/her designee, and shall include the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
5. Description of the relief requested.
6. Period of time for which the variance is sought.
7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
8. Other pertinent information.

**ATTACHEMENT G**

**STATEMENT 7.4.4 (i)**

**BEAVER CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1**

c/o Jones|Carter  
150 Venture Drive, Suite 100  
College Station, Texas 77845

June 25, 2020

Post Oak Savannah Groundwater  
Conservation District  
310 East Avenue C  
P.O. Box 92  
Milano, TX 76556

Re: Statement of Good Use  
Beaver Creek Water Control & Improvement District No. 1  
Public Water System  
J|C No. B0054-0004-00

Dear POSGCD:

The groundwater withdrawn under this permit will serve the residents of Beaver Creek Water Control and Improvement District No. 1 and will be put to beneficial use at all time.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Dever", with a long horizontal flourish extending to the right.

James Dever  
President, Board of Directors

BPD/ebr

K:\B0054\B0054-0004-00 Beaver Creek WCID#1 Construction Phase\2 Design Phase\Reports\POSGCD Exception To Spacing Requirements\DRAFT Letter To POSGCD Exception To Spacing Requirements 20200625.Docx

Enclosure



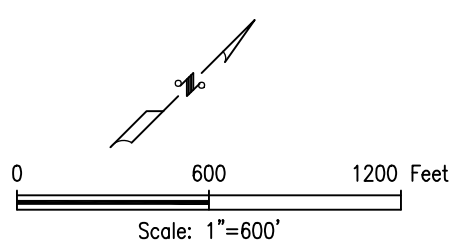
**ATTACHEMENT H**

**DEPTH OF WELL**



**ATTACHEMENT I**

**PROPERTY OWNERSHIP & WELLS WITHIN ½ MILE**



LEGEND

BCWCID #1 WELL

PERMITTED WELL

NO.	DATE	REVISIONS
		APP.
BEAVER CREEK WCID BURLESON COUNTY, TEXAS		
BEAVER CREEK WCID NO. 1 PROPOSED WATER SYSTEM		
WELL SITE 1 RADIUS		
<b>JONES CARTER</b> <small>Texas Board of Professional Engineers Registration No. F-439 150 Venture Dr, Suite 100 • College Station, Tx 77845 • 979.731.8000</small>		
SCALE:	1"=1200'	DGN. BY: BPD
DATE:	02-18-2019	DWN. BY: CGM
JOB NO.	80054-002-00	DWG. NO. USGS
SUBMITTED:		SURV. BY:
		F.B. NO.

BCWCID #1 WELL SITE 1 ADDRESSES					
(PROPERTIES WITHIN 1/2 MILE OF WELL 1)					
PROP_ID	SECTION	LOT	OWNER NAME	MAIL ADDRESS	PERMITTED WELL
11109	N/A	N/A	SVEC DONNA JAN SCHRADER	5616 COUNTY ROAD 119 CALDWELL TX 77836	X
11118	N/A	N/A	LOWRY DEVELOPMENT CORP INC	18215 WILSTONE HOUSTON TX 77084	X
11475	N/A	N/A	EVERTS CLIFTON L & MICHELE L	PO BOX 590 SNOOK TX 77878	X
11476	N/A	N/A	AUTREY DAN JEFFREY	9180 PR 4024 CALDWELL TX 77836	
27965	N/A	N/A	MC KAY CANDISE L	2636 OVERLOOK RD UNIT 243 CALDWELL TX 77836	
30802	3	420A	ARRINGTON THOMAS PATRICK JR	P O BOX 1584 NAVASOTA TX 77868	X
30803	3	420B	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
30804	3	421A	REYNOSO DANIEL	208 LOCK LANE BRYAN TX 77803	
30805	3	421B	FIERRO ANGELICA & LUIS	2805 BEAVER CREEK ROAD CALDWELL TX 77836	X
30806	3	422	SCHAEFER R STEVE	2668 HWY 36 S PMB 327 BRENNHAM TX 77833	
30816	3	9	JANAC MAURICE & LARRY	11170 N DOWLING RD COLLEGE STATION TX 77845	
30818	3	7	LEWIS CHERI L	2801 CLOISTERS DR COLLEGE STATION TX 77845	
30819	3	6	LEWIS CHERI L	2801 CLOISTERS DR COLLEGE STATION TX 77845	
30820	3	4	LEWIS RODGER L	2801 CLOISTERS DRIVE COLLEGE STATION TX 77845	
30821	3	5	LEWIS RODGER L	2801 CLOISTERS DRIVE COLLEGE STATION TX 77845	
30822	3	10	LETT TEDDY & LISA	2760 BEAVER CREEK RD. UNIT 29 CALDWELL TX 77836	X
30822	3	11	LETT TEDDY & LISA	2760 BEAVER CREEK RD. UNIT 29 CALDWELL TX 77836	X
30823	3	3	LEWIS RODGER L	2801 CLOISTERS DRIVE COLLEGE STATION TX 77845	
30824	3	1	MILLER VAL G	626 S BERRY RDG CALDWELL TX 77836	X
30825	3	2	LEWIS RODGER L	2801 CLOISTERS DRIVE COLLEGE STATION TX 77845	
30826	3	434	PRINCE DARRIN L & CHRISTINE	588 S BERRY RIDGE #37 CALDWELL TX 77836	
30827	3	435	HUCKABY IRVIN O, JR & PAMELA KAY	700 NORTH WASHINGTON AVE BRYAN TX 77803	
30828	3	436	DUBOSE CHRISTOPHER MICHAEL	1139 HARRISBURG ROAD BRENNHAM TX 77833	

30830	3	437B	CMH HOMES INC	PO BOX 9790 MARYVILLE TN 37802	X
30831	3	438	ZEPEDA J CONCEPCION, ROSA MARIA ,	JOEL CABRERA & RAFAELA ACEVEDO 400 HARVEY ST BRYAN TX 77803	
30833	3	439B	CALDERON MAURILIO	508 WILLIAMSON DR BRYAN TX 77801	
30834	3	439C	INTENTIONAL PROPERTIES, LLC	PO BOX 151 CALDWELL TX 77836	
30835	3	440A	BEAVER CREEK LANDOWNERS	541 POST OFFICE ST UNIT 170 CALDWELL TX 77836	
30836	3	440B	NAVY PO3 LIIVING TRUST	2509 N JONES BLVD LAS VEGAS NV 89108	X
30839	3	441A	NAVY PO3 LIIVING TRUST	2509 N JONES BLVD LAS VEGAS NV 89108	X
30840	3	441B	RIVERA ROBERTINO	4112 OLD HEARNE RD BRYAN TX 77803	X
30840	3	442	RIVERA ROBERTINO	4112 OLD HEARNE RD BRYAN TX 77803	X
30841	3	443	STASSEN RAYMA	1024 WEST COTTAGE HOUSTON TX 77009	X
30842	3	444	STASSEN RAYMA J	1024 WEST COTTAGE ST HOUSTON TX 77009	
30843	3	445	SUAREZ SHERRY	2865 EAGLE POINT #97 CALDWELL TX 77836	X
30846	3	447A	ANDERSON THARON	PO BOX 2331 BRENHAM TX 77834	X
30848	3	448	BRUNKER VERNON JR & ANNI	699 S BERRY RIDGE #21 CALDWELL TX 77836	
30849	3	449	BRUNKER VERNON L JR & ANNI E	699 S BERRY RIDGE #21 CALDWELL TX 77836	X
30850	3	450A	LOPEZ MARIO C	2004 AVENUE D BRYAN TX 77803	
30851	3	450B	BRUNKER VERNON L JR & ANNI E	699 S BERRY RIDGE #21 CALDWELL TX 77836	
30852	3	451A	CHAPMAN DIANA K	9535 VOGUE HOUSTON TX 77080	
30853	3	451B	PIETSCH LINDA JO	9535 VOGUE LANE HOUSTON TX 77080	
30854	3	452A	SMITH ALFRED M JR & CURRIE	5805 CANTERBURY DR BRYAN TX 77802	
30855	3	452B	BEAVER CREEK LANDOWNERS	541 POST OFFICE ST UNIT 170 CALDWELL TX 77836	
30856	3	453A	DELARIVA ROY	12803 FOLKCREST WAY STAFFORD TX 77477	
30857	3	453-B	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
30858	3	454	HUBLEY ROBERT III & NICOLE HUBLEY	PO BOX 163 LYONS TX 77863	X

30859	3	455	MEDRANO EMILIO & RACHEL	660 N BERRY RIDGE #50 CALDWELL TX 77836	
30860	3	456	GONZALES JOHNNY P & DEBRA KAY	680 N BERRY RIDGE # 157 CALDWELL TX 77836	X
30862	3	458A	LEDESMA PEDRO JR	210 LAMPWICK CIRCLE COLLEGE STATION TX 77840	
30863	3	458B	LEGG GORDON W	540 N BERRY CALDWELL TX 77836	X
30864	3	459A	ZAMORA YOLANDA & EDDIE	2600 CANYON # 212 CALDWELL TX 77836	
30864	3	459B	ZAMORA YOLANDA & EDDIE	2600 CANYON # 212 CALDWELL TX 77836	
30864	3	460B	ZAMORA YOLANDA & EDDIE	2600 CANYON # 212 CALDWELL TX 77836	
30866	3	460A & 461B	CEPEDA JOSE & ZITA GUTIERREZ DE	1437 CEDAR CREST BRYAN TX 77803	
30868	3	461A	BELLNER LAWRENCE & REBECCA	1318 AUTUMN DR MOORESVILLE IN 46158	
30872	3	463A	JANDA LAD H	PO BOX 494 POINT BLANK TX 77364	
30873	3	463B	LE KOB TTK	P O BOX 334 WELLBORN TX 77881	
30875	3	464 A&B	SINN ANDREW & JOLENE	2822 CANYON DR CALDWELL TX 77836	
30876	3	465	BALLAGH JANET NORENE	16702 GRAYSTONE DR LYNNWOOD WA 98037	
30877	3	466A	LAWS OTIS B	2323 CLEAR LAKE CITY BLVD SUITE 180 #266 HOUSTON TX 77062	
30878	3	466B	OBERLE BRIANNA &	DAVID OBERLE JR 2916 CANYON DR CALDWELL TX 77836	
30879	3	466C	GARCIA JOAQUIN & GUILLERMINA	2898 CANYON DR CALDWELL TX 77836	
30880	3	467A	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
30881	3	467B	CERVERA JOSE B	3010 CANDY LANE BRYAN TX 77803	
30883	3	468B	BOYD STEVEN	2822 CANYON DRIVE UNIT #43	
30884	3	468C	KIEMROSS 401(K) PROFIT SHARING PLAN	& TRUST 603 ROBINHOOD BRENNHAM TX 77833	
30888	3	468A, 469A&B & 470A&B	LAMB ROGER D	P.O. BOX 1151 CALDWELL TX 77836	
30889	3	471A	LE KOB TTK	P O BOX 334 WELLBORN TX 77881	
30890	3	471B	LE KOB TTK	P O BOX 334 WELLBORN TX 77881	



30891	3	472A	MAIDEN KERRY P	6427 MENWOOD CIRCLE HOUSTON TX 77088	
30892	3	472B	RICO MARTINEZ JUAN CARLOS	1100 TURKEY CREEK # 180 BRYAN TX 77801	
30893	3	473A	LE KOB TTK	P O BOX 334 WELLBORN TX 77881	
30894	3	473B	CARBAJAL ELENA G	1305 KENTUCKY ST SOUTH HOUSTON TX 77587	
30895	3	474A	RYCHLIK RANDY & DARLA	5510 BLUERIDGE DR COLLEGE STATION TX 77845	
30896	3	474B	CARTER JAMES B	203 PALO VERDE DR LEESBURG FL 34748	
30897	3	475	HERRERA JOSEPH M	9806 AUTUMN HARVEST DR HOUSTON TX 77064	
30898	3	476	SMITH BROTHERS LAND INC	5805 CANTERBURY DR BRYAN TX 77802	
30899	3	476B	FENSKE VIRGINIA	427 FM 2938 BUNA TX 77612	
30900	3	477A	KEEGAN BRIAN M	4875 FM 535 CEDAR CREEK TX 76812	
30901	3	477B	KEEGAN BRIAN	4875 FM 535 CEDAR CREEK TX 78612	
30902	3	478 A	VALLE JAVIER & MACARIA	16954 CAIRNLOCH STREET HOUSTON TX 77084	
30904	3	482	PAUL MILTON & VELMA	SHIRLEY BUXKEMPER 1964 SAINT GEORGE ROAD DANVILLE CA 94526	X
30906	3	483A	PORTER LUDESSA HALLEY	3559 FRESENIUS RD SILSBEE TX 77656	
30907	3	483B	MOORE JAMES W	8700 SNOW VALLEY CT GAITHERSBURG MD 20879	
30908	3	484A	GIBBS LYNDON ODELL	5638 SIMSDALE HOUSTON TX 77033	
30909	3	484B	GIBBS LYNDON ODELL	5638 SIMSDALE HOUSTON TX 77033	X
30911	3	485B	KLEIST CHARLES	277 TEAL LAKE DRIVE #236 CALDWELL TX 77836	
30912	3	486A	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
30913	3	486B	MACIK CANDICE	2925 OVERLOOK RD CALDWELL TX 77836	X
30914	3	486C	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
30915	3	487	MC GRAW EDWIN F	6202 ROCKBOURNE DR HUMBLE TX 77396	
30916	3	488	WEEKS LARRY ALFRED	2807 OVERLOOK DRIVE APT 225 CALDWELL TX 77836	X
30917	3	489	JACKSON LESLIE CHARLES JR &	SABRINA C ADAMS JACKSON 2402 CINDY LANE BRYAN TX 77801	X

30918	3	490	FANGUE DANIEL	9511 CANEPOLE LANE BURTON TX 77835	X
30919	3	491A	HANNIGAN JOHN MERTON	318 DELAWARE AVE WEST PITTSTON PA 18643	
30920	3	491B	COOPER JOHN R	12510 SOUTH COAST DRIVE HOUSTON TX 77047	
30921	3	492A-W	BARGAIN LAND, LLC	9550 FOREST LANE, #605 DALLAS TX 75243	
30922	3	492B N	HARPER SONYA	650 WILDERCREST LN BRENHAM TX 77833	
30923	3	492 BS	HARPER SONYA	650 WILDERCREST LN BRENHAM TX 77833	
30924	3	493 A	TATOM PATRICIA D & WILLIAM B DE LOACH JR &	DEBRA DE LOACH DEAN 1415 ACE C DANBURY TX 77534	
30924	3	493 B	TATOM PATRICIA D & WILLIAM B DE LOACH JR &	DEBRA DE LOACH DEAN 1415 ACE C DANBURY TX 77534	
30926	3	494B	GALUAN SANTIAGO & LUCIA SALAZAR	CURRIE SMITH & ALFRED SMITH JR 5805 CANTERBURY DR BRYAN TX 77803	
30933	3	501	MARTINEZ JESUSA	581 N BERRY RIDGE #25 CALDWELL TX 77836	X
30934	3	502	HAWKINS JESSIE LEE & RACHEL	VICTORIA 569 BERRY RIDGE NORTH CALDWELL TX 77836	X
30935	3	503	MC NEW WAYNE & LEE	110 RIDGE BEND #14 COLLEGE STATION TX 77845	
30936	3	504	VANDIVER THOMAS D JR	2307 YELLOWSTONE DRIVE BRYAN TX 77803	
30937	3	505	MILLER BRITTON E	114 W 3RD ST SAN DIMAS CA 91773	
30938	3	506	LOPEZ FRANCISCO JAVIER ROBLEDO &	DULCE MARLYN MORALES CHAVEZ 2117 STONE MEADOW CIRCLE BRYAN TX 77803	
30939	3	507	SANCHEZ LUIS RICARDO & LORENA	6299 OLD SPANISH TRAIL BRYAN TX 77803	
30940	3	508	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
30941	3	513	CARLOS ADRIEN	4511 MERLIN DRIVE COLLEGE STATION TX 77845	X
30942	3	514	NELSON SHARON	DANA STANTON 9416 WEST FM 979 CALVERT TX 77837	X
30944	3	515	DAVILA JOSE & MARIA	P O BOX 335 SNOOK TX 77878	
30945	3	516A & B	DAVILA JOSE & MARIA	P O BOX 335 SNOOK TX 77878	
30946	3	517	WHITE DEANNA L	1511 TEXAS AVE. S. 121 COLLEGE STATION TX 77840	X
30947	3	518A	HAMMOND MATT	3520 FARAH COLLEGE STATION TX 77845	
30948	3	518B	LOTT NORA LEE	4926 RIDGEWEST DR HOUSTON TX 77053	

30949	3	519A	COMPIAN (CRUZ) MARIA	7206 GRANVIA DR HOUSTON TX 77083	X
30950	3	519B	GRANT BILLY J & LORI G BOWMAN	2940 OVER LOOK DR UNIT 99 CALDWELL TX 77836	
30951	3	520	BOWMAN LORI GRACE	2940 OVERLOOK DR UNIT 99 BC CALDWELL TX 77836	X
30952	3	521A	GRANT LORI G	2940 OVERLOOK DR UNIT 99 CALDWELL TX 77836	X
30953	3	521B	GRANT LORI G	2940 OVERLOOK DR UNIT 99 CALDWELL TX 77836	
30954	3	522A	STARWARD REALTY	MOSES & ELISA DAVILA PO Box 244 SNOOK TX 77878	X
30955	3	522B	ANDERSON VIRGINIA	MOISES & ELISA DAVILA PO BOX 244 SNOOK TX 77878	
30956	3	523	DAVILA MOISES & ELISA	PO BOX 244 SNOOK TX 77878	
30957	3	527 640A&B & 642A&B	EVERTS CLIFTON L & MICHELE	PO BOX 590 SNOOK TX 77878	
30959	3	525B	BOSHELL LYDIA	6942 FM 1960 EAST PMB 182 HUMBLE TX 77346	
30992	3	549	PELTY LARRY P JR	6027 CHEENA DRIVE HOUSTON TX 77096	
30993	3	550	SNELL GREGORIO T & JUANITA B	910 CARDINAL RD #184 CALDWELL TX 77836	
30994	3	551	RODARTE CASMIRO	CARDINAL RD CALDWELL TX 77836	
30995	3	552A	JOHNSON REGINALD	POST OFFICE BOX 135 SNOOK TX 77878	
30996	3	552B	PAYNE SHANNON L	2510 MAJESTIC OAKS CT ROSHARON TX 77583	
30997	3	553A	CALZADA NORAYELY	ALFRED JR & CURRIE SMITH 5805 CANTERBURY DR BRYAN TX 77802	
30998	3	553B	OLVERA PEDRO & MARIA	5917 COBALT HOUSTON TX 77016	
30999	3	554	MARTINEZ RYAN A & CECILLY E	623 MAXWELL RD BROOKSHIRE TX 77423	
31000	3	555	MARTINEZ JORGE	ALFRED & CURRIE SMITH 5805 CANTERBURY DR BRYAN TX 77802	
31001	3	556A	DEISS ARTHUR	19298 County Road 927b Alvin TX 77511	
31002	3	556B	SMITH DARRELL E & DEBORA R	635 CARDINAL RD UNIT 189 CALDWELL TX 77836	
31003	3	557A	MALONE MARY ANN	C/O 1ST COLONY HEALTH & REHAB 1431 PENNYROYAL CT HOUSTON TX 77073	
31004	3	557B	BURLESON COUNTY	100 W BUCK ST STE 306	

31005	3	558A	JONES MERRYLL	4111 ROYAL PLANTATION LANE MISSOURI TX 77459	
31006	3	558B	SMITH ALFRED M JR & CURRIE	5805 CANTERBURY DR BRYAN TX 77802	
31007	3	559	HOWARD WILLIAM L SR	15055 N ELDRIDGE PKWY #34 Cypress TX 77429	X
31008	3	560A	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
31010	3	561	GUZMAN ALFONSO E	7502 PIN OAKS DR HUMBLE TX 77396	
31011	3	562	R&B REALTY INVESTMENTS LLC	3916 AUSTINS ESTATES DR BRYAN TX 77808	
31012	3	563	EVERTS CLIFTON L & MICHELLE	PO BOX 590 SNOOK TX 77878	X
31012	3	564	EVERTS CLIFTON L & MICHELLE	PO BOX 590 SNOOK TX 77878	X
31014	3	565	ARMSTRONG KEITH A & DEBRA K	3338 DEER LEDGE UNIT 36 CALDWELL TX 77836	X
31015	3	566	WITTE PEGGY & DENNIS R YENGER	3280 DEER LEDGE #48 CALDWELL TX 77836	
31016	3	567A	WITTE PEGGY J	3280 DEER LEDGE UNIT 48 CALDWELL TX 77836	
31018	3	567B & 568A	MUNOZ HUMBERTO ESPINOZA	15934 OLD HEARNE ROAD BRYAN TX 77807	
31019	3	568B, 569, 570, 571A&B	CARPENTER MARY	3114 DEER LEDGE #18 CALDWELL TX 77836	
31022	3	572	STORM MICAL R & DAWN R	2232 S MARKET BRENHAM TX 77833	
31023	3	573A	MCMILLIAN STEVE R	128 FM 2550 HUNTSVILLE TX 77320	
31024	3	573B	PIERRE SHAWN	1550 Crescent Point Parkway #8310 College Station TX 77845	
31025	3	574	CRUZ JOSE	C/O ROSEMARY LOPEZ 491 CARDINAL ROAD #234 CALDWELL TX 77836	
31026	3	574B	FLORES SEBASTIAN & MUNOZ MAURA	1103 COMMERCE ST #3	X
31027	3	575A	SCHAFER CHARLES W	PO BOX 742 ANDERSON TX 77830	
31028	3	575B	LOPEZ JOELUIS & SONYA MORENO	491 CARDINAL RD #234 CALDWELL TX 77836	
31029	3	576A & B	THOMAS JOE & LAURA	589 CARDINAL ROAD	
31030	3	577A	SMITH DARRELL E & DEBORA R	635 CARDINAL RD UNIT 189 CALDWELL TX 77836	
31031	3	577B	BELTRAN JOSE MAR	401 WEST DUNCAN BRYAN TX 77801	
31032	3	578A	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
31033	3	578B	SMITH DARRELL EUGENE & DEBBIE	635 CARDINAL RD UNIT 189 CALDWELL TX 77836	

31034	3	579A	BROWN MARY MELISSA, ESTATE	1850 COUNTY ROAD 146 GATESVILLE TX 76528	
31035	3	579B	BROWN MARY MELISSA, ESTATE	1850 COUNTY ROAD 146 GATESVILLE TX 76528	
31036	3	580A & B	STONES DONALD WILLIAM	763 CARDINAL ROAD UNIT 31 CALDWELL TX 77836	
31037	3	581	MC DONALD JANE L	833 CARDINAL RD #219 CALDWELL TX 77836	
31038	3	582	MC DONALD JANE L	833 CARDINAL RD #219 CALDWELL TX 77836	
31039	3	583A&B & 584A&B	PITTS BILLY LUKE	3228 BEAVER CREEK RD #60 CALDWELL TX 77836	
31043	3	585	DIAZ JAIME LARA & MARIA LARA-	3283 BEAVER CREEK RD #143 CALDWELL TX 77836	
31044	3	587	SCOTT WINSTON & MARY E	3074 BEAVER CREEK RD #167 CALDWELL TX 77836	
31045	3	588	MATEJKA AMBER M	3018 BEAVER CREEK ROAD CALDWELL TX 77836	
31046	3	589	MOCK THOMAS A	PO BOX 43 MONT BELVIEU TX 77580	
31047	3	590	HICKS BILLY E & ARLYS HICKS	900 TEAL LAKE DR #8 CALDWELL TX 77836	
31048	3	591	HICKEY JAMES F	534 LADIN LN AUSTIN TX 78734	
31049	3	592A	AGUIRRE SALVADOR	1401 CREEK SIDE CIRCLE CALDWELL TX 77836	
31050	3	592B	RIPPLE RONEY	P O BOX 233 DALE TX 78616	
31051	3	593	PALANSINGAM SASI B	P O BOX 101 SOMERVILLE TX 77879	
31052	3	594	PALANSINGAM SASI B	P O BOX 101 SOMERVILLE TX 77879	
31053	3	595	WILLIAMS CORA LEE	234 CR 2801 CLEVELAND TX 77327	
31054	3	596	SILVA HECTOR	4734 RENWICK DR BRYAN TX 77802	
31056	3	598	HAMILTON ERIC & LORIE	558 TEAL LAKE DR #175 CALDWELL TX 77836	
31057	3	599	GONZALEZ AMELIA C	1902 PALASOTA BRYAN TX 77803	
31058	3	600	BEAVER CREEK WATER CONTROL	IMPROVEMENT DISTRICT #1 OATS ROSE YALE RYMAN & LEE PC 9 GREENWAY PLAZA SUITE 1100 HOUSTON TX 77046	
31059	3	601	BEAVER CREEK WATER CONTROL	IMPROVEMENT DISTRICT #1 OATS ROSE YALE RYMAN & LEE PC 9 GREENWAY PLAZA SUITE 1100 HOUSTON TX 77046	

31060	3	602	GUENTERT DOUGLAS L JR	176 Chesapeake Lane #133 Clarksville TN 37040	
31061	3	603	SNOOK ISD	P O BOX 87 SNOOK TX 77878	
31076	3	616A	GALLEGOS ROBERTO LOPEZ & JEANINE SOPHIA	P O BOX 2218 BRYAN TX 77806	
31077	3	616-B	GALLEGOS ROBERTO LOPEZ & JEANINE SOPHIA	P O BOX 2218 BRYAN TX 77806	
31078	3	617	GALLEGOS ROBERTO	P O BOX 2218 BRYAN TX 77806	
31079	3	618	JOSEPH JOHN P & BRENDA	2009 AIRLINE DR FRIENDSWOOD TX 77546	
31080	3	619-621	SANCHEZ JESSIE & JOSE FRANCISCO REYES PEREZ	2506 LONG DRIVE #B BRYAN TX 77802	
31097	3	631B & 632	SNOOK ISD	P O BOX 87 SNOOK TX 77878	X
31100	3	635	LEWIS CHERI L	2801 CLOISTERS DR COLLEGE STATION TX 77845	
31102	3	636 & 637	CROW RAYMOND LAWSON & ANN MARIE	799 TEAL LAKE DR #174 CALDWELL TX 77836	X
31103	3	639	LATHAM-BURDICK DAVID	29 VALLEY VIEW DRIVE ROUND ROCK TX 78664	
31106	3	641	WRIGHT VERNON &	MARY MARGARET 3270 Overlook Rd # 88 Caldwell TX 77836	
31109	3	643	EVERTS LYNN & MICHELE	PO Box 590 Snook TX 77878	
31113	3	644. 645 A&B, 646 A&B	PRELDZIC NESMIR	781 COUNTRY PLACE DR #2035 HOUSTON TX 77079	
31114	3	647A & 648B	ELLIS CHARLES & DARLENE	3105 OVERLOOK RD CALDWELL TX 77836	
31115	3	647B	MARTINEZ CARLOS & NOEMI RODRIGUEZ HERNANDEZ	01 LITTLE TEXAS LANE, APT 1121 AUSTIN TX 77043	
31116	3	649A	OLVERA DORA & OSCAR	11810 GLOGER ST HOUSTON TX 77039	
31117	3	649A	MILLER KERRY	23246 PRAIRIE BIRD DRIVE SPRING TX 77373	
31118	3	649B	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
31119	3	650A & B	NORRIS LENORA	3043 OVERLOOK RD UNIT 77 CALDWELL TX 77836	X
31120	3	651A	DREES THOMAS A	1635 MALLARD DRIVE UNIT 128 CALDWELL TX 77836	
31121	3	651B	DREES THOMAS A	1635 MALLARD DRIVE UNIT 128 CALDWELL TX 77836	
31122	3	652-A	GUTIERREZ EVERT JONATHAN & ALANN	3306 LAKE COMO CT KATY TX 77493	X
31123	3	652B	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
31124	3	653 & 654	AUBREY JOHN F	342 TEAL LAKE DRIVE CALDWELL TX 77836	

31126	3	655	SCOTT FRANK ALLEN	3028 WEST PIN OAK LANE CALDWELL TX 77836	
31127	3	656	AYALA OMAR SERVIN & ELSA PATRICIA SANCHEZ HURTAD	125 RIDGE OAK COLLEGE STATION TX 77845	X
31128	3	657-A	DOTSON DAVID JAY	120 MILE DRIVE COLLEGE STATION TX 77845	
31129	3	657B	ELIZONDO ABIGALL & CARINA LOPEZ	13926 ROUNDSTONE LANE HOUSTON TX 77015	X
31130	3	658A	MARTINEZ JUAN & MARIA	3162 W PIN OAK LANE #59 CALDWELL TX 77836	
31131	3	658B	MARTINEZ FRANCISCO & TERESA CASTILLO	3162 W PIN OAK LN #56 CALDWELL TX 77836	
31132	3	659A	GAONA JOSE CASAS & YESSICA CASAS	CURRIE SMITH & ALFRED SMITH JR 5805 CANTERBURY DR PASADENA TX 77802	
31133	3	659-B	GAONA JOSE CASAS & YESSICA CASAS	CURRIE SMITH & ALFRED SMITH JR 5805 CANTERBURY DR PASADENA TX 77802	
31134	3	660A & 661	EVERTS LYNN & MICHELE	PO Box 590 Snook TX 77878	
31135	3	660B	YOUNG JAMES C ET UX	3642 MEADOWLARK WAY PEARLAND TX 77584	
31136	3	662	JONES RHONDA KIMBERLY	3298 W PIN OAK LN UNIT 185 CALDWELL TX 77836	
31137	3	663A&B & 664	EVERTS CLIFTON L & MICHELE	PO BOX 590 SNOOK TX 77878	X
31140	3	665-A	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
31141	3	665-B	DOTSON JAY	D/B/A LE KOB TTK P O BOX 334 WELLBORN TX 77881	
31142	3	666B	LE KOB TTK	P O BOX 334 WELLBORN TX 77881	
31143	3	666A	SMITH DONALD	MARTHA STEPHENS 1913 VICTORIAN ROAD COLUMBIA TN 38401	
31144	3	667	HENDRICKSON SCOTT G & LINDA	3197 W PIN OAK #27 CALDWELL TX 77836	
31145	3	668	OUTCALT FRANK	10175 E CHOLLA ST SCOTTSDALE AZ 85260	
31147	3	669	CARPENTER MARY	3114 DEER LEDGE #18 CALDWELL TX 77836	
31292	3	494A	CROSSLAND JACKIE JR	300 N BERRY RIDGE UNIT #211 CALDWELL TX 77836	
31293	3	439A	MARTINEZ CHRISTOPHER	2905 CANYON DR CALDWELL TX 77836	
31634	3	PARK	BEAVER CREEK LANDOWNERS	541 POST OFFICE ST UNIT 170 CALDWELL TX 77836	
32964	3	479 480 481	JONES EDWARD SANDER & KATHLEEN ANN	2764 WEST PIN OAK LANE CALDWELL TX 77836	X



35599	3	586	SCOTT WINSTON & MARY E	3074 BEAVER CREEK RD #167 CALDWELL TX 77836	
40263	3	485	KLEIST CHARLES R & BETTY J	277 TEAL LAKE DR #236 CALDWELL TX 77836	X
40519	N/A	N/A	SEBESTA EARL 2012 TRUST	EARL S SEBESTA SOLA TRUSTEE 8404 SPRING CREEK COLLEGE STATION TX 77845	X
40645	3	638	LATHAM-BURDICK DAVID	799 TEAL LAKE DR #174 CALDWELL TX 77836	

**ATTACHEMENT J**

**CCN APPROVAL**

DOCKET NO. 49763

APPLICATION OF BEAVER CREEK §  
WATER CONTROL AND §  
IMPROVEMENT DISTRICT NO. 1 TO §  
OBTAIN A WATER CERTIFICATE OF §  
CONVENIENCE AND NECESSITY IN §  
BURLESON COUNTY §

PUBLIC UTILITY COMMISSION  
OF TEXAS



### NOTICE OF APPROVAL

This Notice of Approval addresses the application of Beaver Creek Water Control and Improvement District No. 1 (Beaver Creek) to obtain a water certificate of convenience and necessity (CCN) in Burleson County. The application is approved, and Beaver Creek is issued CCN number 13280.

#### I. Findings of Fact

The Commission makes the following findings of fact.

##### Applicant

1. Beaver Creek is a water control and improvement district created by Burleson County in 2008 under the Texas Commission on Environmental Quality (TCEQ) under district identification number 1216250.

##### Application

2. On July 18, 2019, Beaver Creek filed an application to obtain a water CCN in Burleson County.
3. The requested area consists of approximately 1,904 acres and 210 projected customers.
4. The requested service area is located approximately five miles west-southwest of downtown Snook, Texas and is generally bounded on the north by Farm-to-Market Road 3058, on the east by Farm-to-Market 60, on the south by State Highway 36, and on the west by County Road 119.
5. In Order No. 2 filed on August 21, 2019, the administrative law judge (ALJ) found the application administratively complete.

**Notice**

6. On September 18, 2019, Beaver Creek filed the affidavit of James Dever, President of the Board, attesting that notice was mailed to neighboring utilities, county authorities, municipalities, and affected parties on August 20, 2019.
7. On September 18, 2019, Beaver Creek filed the affidavit of Amber Campise, Advertising Director, attesting to publication of notice in the *Burleson County Tribune*, a newspaper of general circulation in Burleson County, on August 29 and September 5, 2019.
8. In Order No. 3 filed on October 1, 2019, the ALJ found notice sufficient.

**Map, Tariff, Certificate**

9. On December 6, 2019, Staff emailed its proposed map and certificate to Beaver Creek.
10. On December 11, 2019, Beaver Creek filed its consent to the proposed map and certificate.
11. On January 6, 2020, Staff filed the proposed map and certificate as an attachment to its final recommendation.

**Evidentiary Record**

12. On January 13, 2020, the Parties filed an agreed motion to admit evidence and proposed notice of approval.
13. In Order No. 5 filed on April 7th, 2020, the ALJ admitted the following into evidence: (a) Beaver Creek's application filed on July 18, 2019; (b) Commission Staff's recommendation on administrative completeness filed on August 16, 2019; (c) Beaver Creek's proofs of notice filed on September 18, 2019; (d) Commission Staff's recommendation on sufficiency of notice filed on September 27, 2019; (e) Beaver Creek's consent form filed on December 11, 2019; and (g) Commission Staff's final recommendation and attachments filed on January 6, 2020.

**Adequacy of Existing Service—Texas Water Code (TWC) § 13.246(c)(1); 16 Texas Administrative Code (TAC) §§ 24.227(d)(1), 24.239(j)(5)(B)**

14. There are no current customers in the requested area.
15. The landowners in the requested area are currently being served by private wells.

**Need for Additional Service—TWC § 13.246(c)(2); 16 TAC §§ 24.227(d)(2), 24.239(j)(5)(C)**

16. Beaver Creek's proposed construction of facilities has been approved under the Economically Distressed Areas Program from the Texas Water Development Board to provide first time service to the requested area.
17. Beaver Creek has received requests for service from landowners in the requested area.
18. Landowners in the requested area have a continuing need for service.

**Effect of Approving the Transaction and Granting the Amendment—TWC § 13.246(c)(3); 16 TAC §§ 24.227(d)(3), 24.239(j)(5)(D)**

19. The requested area is within Beaver Creek's district boundaries and cannot be served by another retail public utility; therefore, there will be no effect on any retail public utility servicing the proximate area.
20. Landowners in the requested area will no longer be required to rely on service from private wells.

**Ability to Serve: Managerial and Technical—TWC §§ 13.241(a), (b), 13.246(c)(4), 13.301(b), (e)(2); 16 TAC §§ 24.227(a), (d)(4), 24.239(g), (j)(5)(E)**

21. Beaver Creek owns and operates a public water system registered with the Texas Commission on Environmental Quality under PWS identification number 0260052.
22. Beaver Creek has received construction approval from the TCEQ for additional facilities that will be used to serve the requested area and service to the requested area will be provided through Beaver Creek's existing PWS.
23. Beaver Creek will have access to an adequate supply of water and is capable of providing drinking water that meets the requirements of Chapter 341 of the Texas Health & Safety Code and Chapter 13 of the TWC.
24. Beaver Creek has the managerial and technical capability to provide continuous and adequate service to the requested area.

**Ability to Serve: Financial Ability and Stability—TWC §§ 13.241(a), 13.246(c)(6), 13.301(b); 16 TAC §§ 24.11(e), 24.227(a), (d)(6), 24.239(g), (j)(5)(G)**

25. Beaver Creek has a deb-to-equity ratio of less than one, a debt service coverage ratio of more than 1.25, and has sufficient unrestricted cash available as a cushion for two years of debt service, all of which meet the leverage test.
26. Beaver Creek has sufficient cash available to cover any projected operations and maintenance shortages in the first five years of operations, which meets the operations test.
27. Beaver Creek has demonstrated the financial capability and stability to provide continuous and adequate service to the requested area.

**Feasibility of Obtaining Service from Adjacent Retail Public Utility—TWC § 13.246(c)(5); 16 TAC §§ 24.227(d)(5), 24.239(j)(5)(F)**

28. No other retail public utility can provide service to the requested area because the requested area is within the Beaver Creek's district boundary.

**Financial Assurance—TWC §§ 13.246(d), 13.301(c); 16 TAC §§ 24.227(e), 24.239(h)**

29. There is no need to require Beaver Creek to provide a bond or other financial assurance to ensure continuous and adequate service.

**Regionalization or Consolidation—TWC § 13.241(d); 16 TAC § 24.227(b)**

30. Retail public utilities within a two-mile radius of the requested area were properly provided notice.
31. No comments or protests were received in this docket; Beaver Creek has complied with the Commission's requirements on regionalization and consolidation.

**Environmental Integrity—TWC §§ 13.246(c)(7); 16 TAC §§ 24.227(d)(7), 24.239(j)(5)(H)**

32. Beaver Creek has received approval for construction of water facilities by the TCEQ.
33. The environmental integrity of the requested area will not be adversely impacted.

**Effect on Land—TWC § 13.246(c)(9); 16 TAC § 24.227(d)(9)**

34. The effect on the land will likely be minimal.

**Improvement in Service or Lowering Cost to Consumers—TWC § 13.246(c)(8); 16 TAC §§ 24.227(d)(8,) 24.239(j)(5)(I)**

35. Water service in the requested area will likely improve because landowners in the requested area are currently being served by private wells.
36. Because water service is not currently being provided, lowering of costs is not applicable.

**Informal Disposition**

37. More than 15 days have passed since the completion of notice provided in this docket.
38. No person filed a protest or motion to intervene.
39. Beaver Creek and Commission Staff are the only parties to this proceeding.
40. No party requested a hearing and no hearing is needed.
41. Commission Staff recommended that the application be approved.
42. The decision is not adverse to any party.

**II. Conclusions of Law**

The Commission makes the following conclusions of law.

1. The Commission has authority over this proceeding under TWC §§ 13.041, 13.241, 13.244, and 13.246.
2. Beaver Creek is a retail public utility as defined by TWC § 13.002(19) and 16 TAC § 24.3(59).
3. Notice of the application complies with TWC § 13.246 and 16 TAC § 24.235.
4. The Commission processed the application as required by the TWC, the Administrative Procedure Act,<sup>1</sup> and Commission rules.
5. After consideration of the factors in TWC § 13.246(c), Beaver Creek has demonstrated adequate financial, managerial, and technical capability for providing continuous and adequate service to the requested service area, as required by TWC § 13.241(a)

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<sup>1</sup> Tex. Gov't Code §§ 2001.001–.902.

6. Beaver Creek has demonstrated that issuance of water CCN number 13280 is necessary for the service, accommodation, convenience, and safety of the public, as required by TWC § 13.246.
7. Beaver Creek must record a certified copy of the approved map for the certificate, along with a boundary description of the service area, in the real property records of Burleson County within 31 days of receiving this Notice of Approval and submit to the Commission evidence of the recording, as required by TWC § 13.257(r) and (s).
8. The requirements for informal disposition in 16 TAC § 22.35 have been met in this proceeding.

### **III. Ordering Paragraphs**

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders.

1. The application is approved.
2. The Commission creates Beaver Creek's water CCN number 13280 as described in this Notice of Approval and shown on the attached map.
3. The Commission grants the certificate attached to this Notice of Approval.
4. Beaver Creek must serve every customer and applicant for service within the approved area under water CCN number 13280 who meets Beaver Creek's terms of service and requests water service, and such service must be continuous and adequate.
5. Beaver Creek must comply with the recording requirements in TWC § 13.257(r) and (s) for the area affected by this application and submit.
6. Beaver Creek must file in this docket proof of the recording required by ordering paragraph 5 no later than 45 days after the date of this Notice of Approval.
7. The Commission denies all other motions and any other requests for general or specific relief that have not been expressly granted.



Signed at Austin, Texas the 7th day of April 2020.

A handwritten signature in black ink, appearing to read 'Isaac TA', written over a horizontal line.

**ISAAC TA**  
**ADMINISTRATIVE LAW JUDGE**

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# **Public Utility Commission of Texas**

**By These Presents Be It Known To All That**

## **Beaver Creek WCID No. 1**

having obtained certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service, Beaver Creek WCID No. 1 is entitled to this

### **Certificate of Convenience and Necessity No. 13280**



to provide continuous and adequate water utility service to that service area or those service areas in Burleson County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 49763 are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the Beaver Creek WCID No. 1 to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Beaver Creek WCID No. 1  
Water CCN No. 13280  
PUC Docket No. 49763  
Obtained New Water CCN in Burleson County



**Water CCN**

-  13280 - Beaver Creek WCID No. 1
-  12399 - Centerline WSC

0 1,250 2,500  
Feet

