

CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS

Vol. 192, p. 230

## HISTORIC USE PRODUCTION PERMIT

**THIS CERTIFIES THAT:**            **Susan Brewster**  
   **8989 Rust Road**  
   **San Angelo, TX 76905**

(“Permittee”), has applied for an Historic Use Production Permit to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the Culberson County Groundwater Conservation District (“District”) has APPROVED the application as follows:

**1 Permit Category**

This permit is a **Historic Use Production Permit** (“HUPP”).

**2 Permit Term**

The term of this permit is perpetual from the date of issuance.

**3 Groundwater Source**

The source of groundwater is the Wild Horse Flat Aquifer (the “Aquifer”).

**4 Annual Groundwater Withdrawal Amounts**

Permittee may withdraw groundwater from the Aquifer for beneficial, nonwasteful use in a manner not to exceed the amount (volume) of 1,212.5 acre-feet per calendar year, subject to any proportional adjustment pursuant to Chapter 5, Subchapter B, of the District Rules. The amount of 1,212.5 acre-feet per calendar year is based on the determination by the District that the applicant owns 242.50 acres of Existing and Historic Irrigated Land, as defined in the District Rules.

**5 Purpose of Use**

Permittee may use Aquifer groundwater only for **agricultural uses**, as defined in the District Rules.

**6 Well Name(s), Location(s), and Maximum Rate of Withdrawal**

Groundwater may be withdrawn from the Aquifer only from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as listed in Exhibit A, attached and incorporated herein.

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**7 Measurement of Amount of Groundwater Withdrawn**

Permittee may withdraw groundwater only from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District Rules.

**8 Ownership of Land and Place of Use of Groundwater**

Exhibit B, attached and incorporated herein, is a copy of the deeds for land owned by the Permittee and provided by the Permittee in Permittee's HUPP application to the District. The District relied on the information contained in Exhibit B in granting this permit. Permittee may beneficially use Aquifer groundwater only for irrigation of agricultural crops located within the property identified in Exhibit B of this permit.

**9 Measurement of Amount of Groundwater Withdrawn**

Permittee may only withdraw groundwater from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District Rules.

**10 Well Construction, Operation, Maintenance, Closure**

The well(s) identified in this permit shall be installed, equipped, operated, maintained, plugged, capped, or closed, as may be appropriate, in accordance with the District Rules and all other applicable federal, state, and local laws. Included in these requirements is the requirement that Permittee shall submit a copy of a state plugging report to the District within 60 days after capping or plugging any well.

**11 Water Conservation**

Withdrawals of groundwater are required to be efficiently withdrawn and used in compliance with the District Rules and the District's water conservation plan (as may be amended), and Permittee's water conservation plan as approved by the District, as may be applicable.

**12 Conveyance to Place of Use**

Water authorized by this permit to be produced must be conveyed to the place of use in a manner to prevent evaporation, channel loss by percolation, or waste. Water conveyed greater than a distance of one-half mile from the wellhead where produced must be conveyed through a pipeline.

**13 Meters**

Permittee shall install, operate, and maintain meter(s) on the well(s) identified in this permit in compliance with the District Rules and the manufacturer's instructions.

**14 Reports**

Permittee shall timely file all applicable reports with the District on forms prescribed by the District as required by the District Rules, and other applicable law.

**15 Fees**

Permittee shall timely pay and remain current on the payment of all applicable fees to the District.

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**16 Groundwater Management Plan**

Permittee shall withdraw and use groundwater only in accordance with the District's approved groundwater management plan, as may be amended.

**17 Water Quality**

Permittee shall use diligence to protect the water quality of groundwater in the District and shall comply with the District Rules on water quality and shall take no action that pollutes or contributes to the pollution of groundwater in the District.

**18 Transfers**

Permittee may transfer or amend this permit only in compliance with the District Rules.

**19 Change of Address**

The Permittee shall provide to the District written notice of any change in the mailing address of the Permittee within 30 days after such address is changed.

**20 Inspections by District**

Any authorized officer, employee, agent, or representative of the District shall have the right at all reasonable times to enter upon lands upon which a well may be located within the boundaries of the District, including the well(s) identified in Paragraph 6 of this permit, for the purpose of inspecting or testing such wells, meters, pumps, and the power units of a well or wells, collecting water samples, and making any other reasonable and necessary inspections and tests that may be required or necessary for the formulation or the enforcement of the permits, rules, or orders of the District. Permittee has a duty to ensure that the well site is accessible to District representatives for inspection and to cooperate fully in any reasonable inspection of the well(s) and well site by District officers, employees, agents, or representatives.

**21 Additional Conditions**

This permit is issued subject to the requirements of: (1) Chapter 8816, Texas Special District Local Laws Code; (2) Chapter 36, Texas Water Code; and (3) the District Rules.

**22 Enforcement**

The District retains the right to take any and all enforcement actions within its legal authority to enforce compliance with the terms and conditions of this permit.

**23 Continuing Jurisdiction of District**

This permit is issued subject to the continuing jurisdiction of and supervision by the District, and may be amended from time-to-time consistent with applicable law, including circumstances in which the District learns that any of the information set forth in this permit is incorrect on the date issued.

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COUNTY OF CULBERSON, STATE OF TEXAS**

**24 Permit Recordation**

Within 30 days of the date of issuance of this approved permit from the District, the District shall record this permit with the Culberson County Clerk.

**25 References to Law**

Any reference in this permit to a statute, rule, or other law of any kind that exists on the date of issuance of the permit includes all subsequent amendments thereto.

**26 Other Matters Denied**

All other matters requested in Permittee's application that are not specifically granted by this permit are denied.

**THIS PERMIT IS ISSUED, EXECUTED THIS June 17, 2013**, by the Board of Directors of the Culberson County Groundwater Conservation District.

*V.R. Cottrell*  
President, Board of Directors

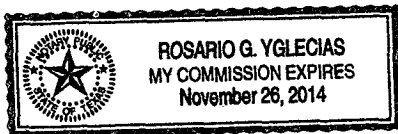
**ATTEST:**

*Kyle C. Brooks*  
Secretary, Board of Directors

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
COUNTY OF CULBERSON )

**ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED** before me on June 17, 2013 by Vance Cottrell, President, Board of Directors, Culberson County Groundwater Conservation District, a groundwater conservation district created pursuant to Article XVI, Section 59, Texas Constitution.



*Rosario G. Yglecias*  
Notary Public in and for the State of Texas

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS**

**EXHIBIT A**

Groundwater may only be withdrawn from the aquifer from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as follows:

<u>Name</u>	<u>Location (latitude/longitude)</u>	<u>Maximum Flow Rate (gpm)</u>
Susan Brewster #1	31.114067,-104.653222	1000
Susan Brewster #2	31.121213,-104.651512	1100

Copy for George -

DR. W. HUBERT SEALE, ET UX X  
TO X  
ROLAN ROYCE BREWSTER, ET AL X

DEED

27452

THE STATE OF TEXAS )  
COUNTY OF CULBERSON ) KNOW ALL MEN BY THESE PRESENTS:

That we, DR. W. HUBERT SEALE and wife, LENA V. SEALE, hereinafter referred to as Grantors, for and in consideration of the sum of Five Thousand Two Hundred Twenty Seven and 45/100 Dollars, cash to us in hand paid by ROLAN ROYCE BREWSTER and DELWYN HAL BREWSTER, hereinafter referred to as Grantees, the receipt of which is hereby acknowledged and confessed, and the further consideration:

(a) Of the assumption by Grantees and their agreement to pay when due the unpaid balance owing on a certain note dated March 1, 1969, in the original sum of \$45,291.26 owing to Coastal States Life Insurance Company and which note is secured by a deed of trust of even date therewith recorded in Volume 18, Page 121, Deed of Trust Records, Culberson County, Texas, and

(b) The execution and delivery of one certain vendor's lien note of even date herewith in the principal sum of \$55,016.10 payable to the order of Grantors in Abilene, Texas, in nine (9) consecutive annual installments of \$6,112.90 each, the first installment due on or before March 15, 1983, and a like installment due on or before the 15th day of March of each year thereafter until said note is fully paid and satisfied; said note containing the usual stipulation for accelerated maturity and a ten percent attorney's fee in the event of default, and which note is additionally secured by a deed of trust of even date herewith to F. M. Harrell, Trustee, and

(c) The further consideration of Grantees joint and several promise, as will be evidenced by their acceptance of this conveyance, to pay to Grantors in Abilene, Texas, the sum of

Five Thousand Dollars (\$5,000.00) per year as long as Grantors or either of them live, beginning March 15, 1992, with a like amount due on or before the 15th day of each March thereafter until the death of both the Grantors at which time the obligation to make further Five Thousand Dollar annual payments will cease but there will be no obligation to refund any part of the payment for the year in which the surviving grantor dies. In the event of default in the payment of this Five Thousand Dollars per year when due, the vendor's lien herein reserved and the deed of trust lien referred to above which is given as additional security may then be foreclosed in any manner provided for by law, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Grantees, whose address is \_\_\_\_\_  
c/o Culberson Gin, Inc., Box 27, Van Horn, Texas 79855

all that certain lot, tract or parcel of land lying and being situated in Culberson County, Texas, and described as:

The West Half of Section 3, Block 63, Public School Land, together with all and singular the rights and appurtenances pertaining to such land including any improvements, fixtures and personal property situated on and attached thereto.

It is understood and agreed that this conveyance is made subject to the outstanding mineral rights owned by the State of Texas and all easements if any of record which affect such land or any part thereof, and the rights of Grantees as tenants in possession of such property.

Grantees assume and agree to pay the ad valorem taxes assessed against the above described property for the year 1982.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular

the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the liens and encumbrances noted herein.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the above described note and annual payments are fully paid, when this deed shall become absolute.

WITNESS our hands at Abilene, Texas, this the 3rd day of September, 1982.

Dr. W. Hubert Seale  
Dr. W. Hubert Seale

Lena V. Seale  
Lena V. Seale

THE STATE OF TEXAS )  
COUNTY OF TAYLOR )

This instrument was acknowledged before me this the 3 day of ~~September~~ <sup>December</sup>, 1982, by Dr. W. Hubert Seale and wife, Lena V. Seale.



LAURA MCELHANNON  
NOTARY PUBLIC  
STATE OF TEXAS  
MY COMMISSION EXPIRES 10-6-85

Laura McElhannon  
Notary Public, State of Texas

My Commission Expires:

10-6-85

Laura McElhannon  
Print name of Notary

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Filed for record on the 17th day of Jan. 1983 at 9:00 o'clock  
A.M. Recorded on the 24th day of Jan. 1983 at 9:50 o'clock

By Jan Baller Deputy

ROSALINDA ABREO, COUNTY CLERK  
CULBERSON COUNTY, TEXAS



Doc# 0000069052  
#Pages 8 #NFPages 0  
6/18/2013 4:20:28 PM  
Filed & Recorded in  
Official Public Records of  
County and District Clerk  
Linda McDonald  
Fees 38.00

State of Texas  
County of Culberson

I hereby certify this instrument was FILED on  
the date and at the time stamped hereon by me  
and was duly RECORDED in the VOL 192 and  
Page 230 of the 2013 Records of  
Culberson County, Texas on:

July 10, 2013.

Linda C. McDonald  
By Deputy