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

#09542

TRANSFERRED
HISTORIC USE PRODUCTION PERMIT

Whereas, Vance Cottrell applied in writing to the Culberson County Groundwater Conservation District ("District") on July 7, 2020, to amend HUPP008 to split the permit to create two new amended permits. This permit (HUPP008B) will include 5 wells;

Whereas, the application to amend HUPP008 does not request any increase in the amount of groundwater authorized to be withdrawn in a year nor any other change other than identified herein;

Now, therefore, the District Board of Directors hereby certifies that:

PGF #3-V.27, LLC
3310 N. Henderson Av. #411
Dallas, TX, 75206

(collectively, "Permittee"), has applied for an amendment of Historic Use Production Permit No. 008 to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the District under District Rule 5.210 , having approved the requested amendment, hereby revokes HUPP008 and approves HUPP008B 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 7,319 acre-feet per calendar year, subject to any proportional adjustment pursuant to Chapter 5, Subchapter B, of the District Rules. The amount of 7,319 acre-feet per calendar year is based on the determination by the District that the applicant owns 1,463.8 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.

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

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Groundwater may be withdrawn from the Aquifer only from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as listed in Exhibit A, attached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

7 Measurement of Amount of Groundwater Withdrawn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 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.

10 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.

11 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.

12 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.

13 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.

14 Fees

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

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

15 Groundwater Management Plan

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

16 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.

17 Transfers

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

18 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.

19 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.

20 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.

21 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.

22 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.

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

23 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.

24 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.

25 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 12th of August, by the Board of Directors of the Culberson County Groundwater Conservation District.

VR Cottrell

President, Board of Directors

ATTEST:

Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF CULBERSON)

ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED before me on 8/12/2020 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.

Summer R. Webb

Notary Public in and for the State of Texas

SUMMER R WEBB
NOTARY PUBLIC - STATE OF TEXAS
ID# 131585239
COMM. EXP. 05-29-2022

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:

Name	Location (latitude/longitude)	Maximum Flow Rate (gpm)
27 West Side	31.155622, -104.7360833	540
Curve 27	31.149506, -104.720175	1200
Corner 26	31.163628, -104.736319	1800
Sec 19 Middle	31.186514, -104.728175	3300
Center 27	31.156628, -104.728317	2800

8A

DOC# 09034

SPECIAL WARRANTY DEED

THAT Vance Cottrell (hereinafter referred to as "Grantor"), for and in consideration of the following sums paid and secured to be paid by **PGF #3 – V.19, LLC**, a Texas limited liability company (herein referred to as "Grantee"), whose mailing address is 2310 N. Henderson Avenue #411, Dallas, Texas 75206:

(a) The sum of $10.00 cash and other valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged; and

(b) The further sum evidenced by a promissory note of even date herewith, signed by Grantee and payable to the order of Vance Cottrell, (the "Note"), said Note bearing interest and being payable as set forth therein and containing the usual acceleration of maturity and attorney's fee clauses; and

has **GRANTED, SOLD AND CONVEYED,** and by these presents does **GRANT, SELL AND CONVEY** unto the Grantee the following described property situated in Culberson County, Texas, and being legally described on Exhibit "A" attached hereto and fully made a part hereof by reference for all purposes, together with all buildings, improvements and fixtures located thereon and all rights and appurtenances thereto in anywise belonging to Grantor (all of said property and interest being collectively referred to herein as the "Property").

SUBJECT, HOWEVER, to the exceptions to title more particularly set forth on Exhibit "B" attached hereto and fully made a part hereof by reference for all purposes.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its legal representatives, successors and assigns FOREVER, and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise, except as to the reservations from and exceptions to warranty.

IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien and Superior Title are hereby retained by VANCE COTTRELL, against the above described property, premises and improvements until the above described Note and all interest thereon be fully paid according to its face and tenor, reading and effect, when this Deed shall become absolute.

Signatures on following page

SIGNATURE PAGE
SPECIAL WARRANTY DEED

Signed April 14, 2020

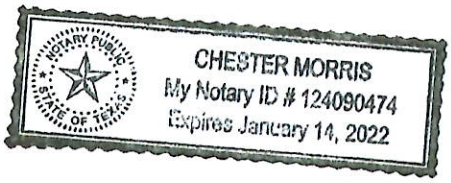
GRANTOR:

Vance Cottrell

Vance Cottrell
Address: 201 E. Broadway
Van Horn, Texas 79855

THE STATE OF TEXAS §
COUNTY OF CULBERSON §

This instrument was acknowledged before me on the 10 day of April, 2020, by Vance Cottrell.



Notary Public's Signature

EXHIBIT "A"

All of Section 19, Block 65, Township 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, Culberson County, Texas

EXHIBIT "B"

1. Subject to all matters, rules, regulations, contracts, taxes, construction charges, and rights-of-way applicable to property in the Culberson County Groundwater Conservation District.

2. Terms, conditions and stipulations of Historic Use Production Permit, dated June 17, 2013, recorded in Volume 192, Page 238, Official Public Records of Culberson County, Texas.

3. Right-of-Way Easement to Dell Telephone Cooperative, Inc., recorded in Volume 148, Page 338, Official Public Records of Culberson County, Texas.

4. Mineral reservations and/or mineral interests as set out in Volume 66, Page 85; and Volume 38, Page 615, Official Public Records of Culberson County, Texas.

5. Terms, conditions and stipulations of Mineral Deed, dated January 25, 1955, recorded in Volume 5, Page 254, Official Public Records of Culberson County, Texas.

6. 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 Public Records.

)00000009034

FILED FOR RECORD

\T 2:10 **O'CLOCK** P. **M.**

)N THE 16th **DAY OF** April

\.D., 20 20 .

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS

)Y Wally Davis **DEPUTY**

STATE OF TEXAS
COUNTY OF CULBERSON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume 104 and Page 302-305 of the OPR Records of Culberson County, Texas.

COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS

8B

DOC# 09035

SPECIAL WARRANTY DEED

THAT Vance Cottrell (hereinafter referred to as "Grantor"), for and in consideration of the following sums paid and secured to be paid by **PGF#3 – V.27, LLC,** a Texas limited liability company (herein referred to as "Grantee"), whose mailing address is 2310 N. Henderson Avenue #411, Dallas, Texas 75206:

(a) The sum of $10.00 cash and other valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged; and

(b) The further sum evidenced by a promissory note of even date herewith, signed by Grantee and payable to the order of Vance Cottrell, (the "Note"), said Note bearing interest and being payable as set forth therein and containing the usual acceleration of maturity and attorney's fee clauses; and

has **GRANTED, SOLD AND CONVEYED,** and by these presents does **GRANT, SELL AND CONVEY** unto the Grantee the following described property situated in Culberson County, Texas, and being legally described on Exhibit "A" attached hereto and fully made a part hereof by reference for all purposes, together with all buildings, improvements and fixtures located thereon and all rights and appurtenances thereto in anywise belonging to Grantor (all of said property and interest being collectively referred to herein as the "Property").

SUBJECT, HOWEVER, to the exceptions to title more particularly set forth on Exhibit "B" attached hereto and fully made a part hereof by reference for all purposes.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its legal representatives, successors and assigns FOREVER, and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise, except as to the reservations from and exceptions to warranty.

IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien and Superior Title are hereby retained by VANCE COTTRELL, against the above described property, premises and improvements until the above described Note and all interest thereon be fully paid according to its face and tenor, reading and effect, when this Deed shall become absolute.

Signatures on following page

SIGNATURE PAGE
SPECIAL WARRANTY DEED

Signed April 14, 2020

GRANTOR:

Vance Cottrell

Vance Cottrell
Address: 201 E. Broadway
Van Horn, Texas 79855

THE STATE OF TEXAS §
COUNTY OF CULBERSON §

This instrument was acknowledged before me on the 10 day of April, 2020, by Vance Cottrell.

Chester Morris

Notary Public's Signature

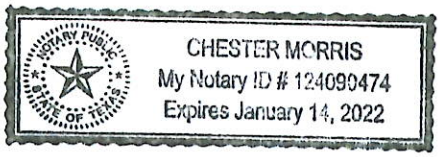


EXHIBIT "A"

PARCEL 2:

All of Section 27, Block 65, Township 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, Culberson County, Texas.

PARCEL 4A:

A TWO (2) ACRE TRACT, MORE OR LESS, OUT OF SECTION 28, BLOCK 65, TOWNSHIP 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CULBERSON COUNTY, TEXAS, AS DESCRIBED IN DEED FROM R.B. DURRILL, ET UX, TO CAPITAN CO. A CORPORATION, DATED APRIL 3, 1959, AND RECORDED IN VOLUME 63, PAGE 258, DEED RECORDS OF CULBERSON COUNTY, TEXAS.

A 4.292 ACRE TRACT, MORE OR LESS, OUT OF SECTION 28, BLOCK 65, TOWNSHIP 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CULBERSON COUNTY, TEXAS, AS DESCRIBED IN DEED FROM R.B. DURRILL, ET UX, TO CAPITAN CO. A CORPORATION, DATED MARCH 5, 1960, AND RECORDED IN VOLUME 66, PAGE 83, DEED RECORDS OF CULBERSON COUNTY, TEXAS. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF SECTIONS 25, 26, 27 AND 28, ALL IN BLOCK 65, TOWNSHIP 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY; THENCE S 02°16'28" W, 2222.28 FEET TO THE NORTHEAST CORNER OF A 2.00 ACRE TRACT THE POINT OF BEGINNING OF THE 2.00 ACRE TRACT; THENCE S 02°16'28: W, 385.00 FEET TO THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT; THENCE N 87°43'32" W, 226.00 FEET TO THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT; THENCE N 02°16'28" E, 385.00 FEET TO THE NORTHWEST CORNER OF SAID 2.00 ACRE TRACT; THENCE S 87°43'32" E, 226.00 FEET TO THE POINT OF BEGINNING. CONTAINS 2.00 ACRES.

AND

BEGINNING AT THE COMMON CORNER OF SECTIONS 25, 26, 27 AND 28, ALL IN BLOCK 65, TOWNSHIP 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY; THENCE S 02°16'28" W, 5252.40 FEET ALONG THE EAST LINE OF SAID SECTION 27 TO THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE N 87°43'32"W, 25.00 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT; THENCE 02°16'28" W, 2408.64 FEET ALONG THE WEST LINE OF HEREIN DESCRIBED TRACT; THENCE N 42°43'32" W, 319.61 FEET ALONG THE WEST LINE OF HEREIN DESCRIBED TRACT; THENCE N 02°16'28" E, 406.22 FEET ALONG THE WEST LINE OF HEREIN DESCRIBED TRACT; THENCE N 47°16'28" E, 319.61 FEET ALONG THE WEST LINE OF HEREIN DESCRIBED TRACT; THENCE N 02°18'28" E, 1985.92 FEET ALONG THE WEST LINE OF HEREIN DESCRIBED TRACT' THENCE S 87°43'32" E, 25.00 FEET ALONG THE NORTH LINE OF HEREIN DESCRIBED TRACT, TO THE POINT OF BEGINNING.

CONTAINS 4.29 ACRES

EXHIBIT "B"

1. Subject to all matters, rules, regulations, contracts, taxes, construction charges, and rights-of-way applicable to property in the Culberson County Groundwater Conservation District. (Affects Parcels 2 & 4A)

2. Terms, conditions and stipulations of Historic Use Production Permit, dated June 17, 2013, recorded in Volume 192, Page 238, Official Public Records of Culberson County, Texas. (Affects Parcel 2)

3. Easement and Right-of-Way to Rio Grande Electric Cooperative, Inc., recorded in Volume 183, Page 636; and Volume 150, Page 303, Official Public Records of Culberson County, Texas. (Affects Parcel 2)

4. Mineral reservations and/or mineral interests as set out in Volume 66, Page 85; and Volume 38, Page 615, Official Public Records of Culberson County, Texas. (Affects Parcel 2)

5. Terms, conditions and stipulations of Mineral Deed, dated January 25, 1955, recorded in Volume 5, Page 254, Official Public Records of Culberson County, Texas. (Affects Parcel 2)

6. Oil, gas and minerals lease dated July 28, 1926, by and between R. Durrill and Lummie Durrill, Lessor and B.H. Gibson, Lessee, recorded in Volume 32, Page 389; assigned in Volume 32, Page 418, Official Public Records of Culberson County, Texas. (Affects Parcel 4A)

7. 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 Public Records. (Affects Parcels 2 & 4A)

)0000009035

FILED FOR RECORD
AT 2:10 **O'CLOCK** P. **M.**

ON THE 16th **DAY OF** April

A.D., 20 20 .

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY Holly Davis **DEPUTY**

STATE OF TEXAS
COUNTY OF CULBERSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume 104 and Page 306-309 of the OPR Records of Culberson County, Texas.

COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS

DOC#090360

SPECIAL WARRANTY DEED

THAT Vance Cottrell (hereinafter referred to as "Grantor"), for and in consideration of the following sums paid and secured to be paid by **PGF #3 – V.26, LLC**, a Texas limited liability company (herein referred to as "Grantee"), whose mailing address is 2310 N. Henderson Avenue #411, Dallas, Texas 75206:

(a) The sum of $10.00 cash and other valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged; and

(b) The further sum evidenced by a promissory note of even date herewith, signed by Grantee and payable to the order of Vance Cottrell, (the "Note"), said Note bearing interest and being payable as set forth therein and containing the usual acceleration of maturity and attorney's fee clauses; and

has **GRANTED, SOLD AND CONVEYED,** and by these presents does **GRANT, SELL AND CONVEY** unto the Grantee the following described property situated in Culberson County, Texas, and being legally described on Exhibit "A" attached hereto and fully made a part hereof by reference for all purposes, together with all buildings, improvements and fixtures located thereon and all rights and appurtenances thereto in anywise belonging to Grantor (all of said property and interest being collectively referred to herein as the "Property").

SUBJECT, HOWEVER, to the exceptions to title more particularly set forth on Exhibit "B" attached hereto and fully made a part hereof by reference for all purposes.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its legal representatives, successors and assigns FOREVER, and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise, except as to the reservations from and exceptions to warranty.

IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien and Superior Title are hereby retained by VANCE COTTRELL, against the above described property, premises and improvements until the above described Note and all interest thereon be fully paid according to its face and tenor, reading and effect, when this Deed shall become absolute.

Signatures on following page

SIGNATURE PAGE
SPECIAL WARRANTY DEED

Signed April 14, 2020

GRANTOR:

Vance Cottrell

Vance Cottrell
Address: 201 E. Broadway
Van Horn, Texas 79855

THE STATE OF TEXAS §
COUNTY OF CULBERSON §

This instrument was acknowledged before me on the 12 day of April, 2020, by Vance Cottrell.

Chester Morris

Notary Public's Signature

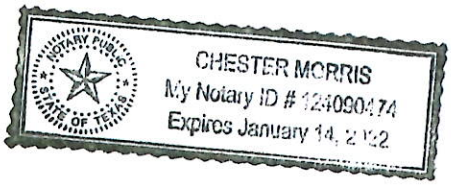


EXHIBIT "A"

THE WESTERLY 291.185 ACRES, MORE OR LESS, OUT OF SECTION 26, BLOCK 65, TOWNSHIP 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CULBERSON COUNTY, TEXAS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE N 00°49'51" E, 5578.87 FEET ALONG THE WEST LINE OF SAID SECTION 26 TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 87°49'57" E, 2272.19 FEET ALONG THE NORTH LINE OF SAID SECTION 26 TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S 00°50'18" W, 5585.59 FEET ALONG THE EAST LINE OF SAID TRACT TO THE SOUTH LINE OF SAID SECTION 26, TO A FOUND 1/2" REBAR; THENCE N 87°44'32" W, 2272.27 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 291.185 ACRES, MORE OR LESS.

EXHIBIT "B"

1. Subject to all matters, rules, regulations, contracts, taxes, construction charges, and rights-of-way applicable to property in the Culberson County Groundwater Conservation District.

2. Terms, conditions and stipulations of Historic Use Production Permit, dated June 17, 2013, recorded in Volume 192, Page 238, Official Public Records of Culberson County, Texas.

3. Right-of-Way Easement to Dell Telephone Cooperative, Inc., recorded in Volume 148, Page 338, Official Public Records of Culberson County, Texas.

4. Oil, gas and minerals lease dated July 28, 1926, by and between R. Durrill and Lummie Durrill, Lessor and B.H. Gibson, Lessee, recorded in Volume 32, Page 389; assigned in Volume 32, Page 418, Official Public Records of Culberson County, Texas.

5. 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 Public Records.

)0000009036

FILED FOR RECORD
\T 2:10 **O'CLOCK** P. **M.**

)N THE 16th **DAY OF** April

\.D., 20 20 .

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
)Y Haley Davis **DEPUTY**

STATE OF TEXAS
COUNTY OF CULBERSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume 104 and Page 310-313 of the OPR Records of Culberson County, Texas.

COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS

00000009542

FILED FOR RECORD
AT 2:00 **O'CLOCK** P. **M.**

ON THE 14th **DAY OF** September

A.D., 20 20.

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY Wally Davis **DEPUTY**

STATE OF TEXAS
COUNTY OF CULBERSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume 108 and Page 518-537 of the OPR Records of Culberson County, Texas.

COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS

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

Vol. 192, p. 238

HISTORIC USE PRODUCTION PERMIT

Original Permit w/original deed
- Tract 1, 2, 4 sold to AG,F #2V.27, LLC on April 14, 2020
- Tract 3 - stayed w/ VC

THIS CERTIFIES THAT: **Vance Cottrell**
P.O. Box 699
Van Horn, TX 79855

("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 8,999.0 acre-feet per calendar year, subject to any proportional adjustment pursuant to Chapter 5, Subchapter B, of the District Rules. The amount of 8,999.0 acre-feet per calendar year is based on the determination by the District that the applicant owns 1,799.80 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.