

T.B.M. 5A-2 On the head of a 60d nail in a crosstie fence post, post is at offset in fence, 250 feet east of J. C. Ownsby's west property line fence.
Elev. 637.24

1974 data

LITTLE ELM & LATERALS
WATERSHED

LAND RIGHTS NEEDED

LAND RIGHTS NEEDED
(updated 11/79)

SITE NO. 16

Surface Acres

Apparent Landowner	200 Ac.Ft. Pool Elev.	50-Yr. Sediment Pool Elev.	Detention Pool Spillway Crest	Spillway Crest Plus <u>2.0 Ft.</u> Elev.	Other Than Pools	Total Acres Needed
		<u>621.2</u>	<u>629.0</u>	<u>631.0</u>		
J. C. Ownsby		12.5	25.9	29.5	4.0	33.5
Andrew Tischler - J.C. Ownsby		-	0.1	0.3	-	0.3
Ed L. Clark - Bob KING		2.5	14.0	18.2	-	18.2
TOTAL		15.0	40.0	48.0	4.0	52.0

Scale - 1" = 660' approx. Photo(s) DAC-6G-134 Planning No. _____
Drainage Area 435.2 Ac. Land Rights to be secured 2.0 ft. above emergency
spillway crest. Maximum water elevation of emergency spillway hydrograph: 628.5
Top of dam elevation: 631.7 Release rate: 18 CFS/Sq. Mi. Approx. time
required to drain pool from emergency spillway crest to principal spillway crest
after inflow ceases: 10 days.

SPONSOR Collin County Soil & Water Conservation District Collin County

Collin County Commissioners Court

IMPROVEMENTS OR OTHER INTERESTS INDICATED TO BE AFFECTED
BY INSTALLATION OF WORKS OF IMPROVEMENT

Apparent Owner	Affected Item
Andrew Tischler J.C. OWNSBY	Access for construction

TX-256 (Rev.)
11-57

EASEMENT

THIS INDENTURE, made this 23 day of June, 1960, by and between J. C. Ownsby and Etta C. Ownsby his wife, residents of the County of Collin, State of Texas, hereinafter referred to as the first party, and Collin County Soil Conservation District of Collin Co. Texas, hereinafter referred to as the second party,

WITNESSETH THAT:

WHEREAS, The Secretary of Agriculture, United States Department of Agriculture, has been authorized by the Congress to carry out a program of assistance to local agencies and organizations in planning and installing works and measures for watershed protection, flood prevention, and agricultural phases of the conservation, development, utilization and disposal of water, and

WHEREAS, the second party is cooperating in said program in the Little Elm and Laterals watershed, State of Texas, in connection with which the second party desires to secure certain rights in, over and upon the hereinafter described land of the first party.

THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits accruing to the first party from the installation of said program and other good and valuable considerations, the receipt whereof is hereby acknowledged, the first party does hereby grant and convey unto the second party an easement in, over and upon the following described land situated in the County of Collin State of Texas, to wit: Being 174.64 acres more or less in the German Emigration Co. Sy. Abst. #356 and M.E.P. R.R. Sy. #654 and Collin Co. School Land Sy. Abst. #1070, more fully described in Deed dated 1-27-55 from Thomas J. Finley et al to J. C. Ownsby, Vol. 355, Pg. 540, Collin Co. Deed Records.

1. The second party shall have the right, privilege and authority to use said land for the installation, operation, maintenance and inspection of the following described works and measures, and for the storage of waters that may be impounded by any dam or other reservoir structure described below: Floodwater retarding structure, consisting of an earthen dam, emergency spillway, and portions of the sediment and detention storage pools. Project involves 37 acres, more or less, of the above described lands. Trees and brush will be cleared from the dam, spillway, and sediment pool areas. Material for dam construction will be taken from the sediment pool area and spillway excavation will be utilized as fill if suitable.

2. The second party shall be responsible for operating, maintaining, and keeping in good repair the works and measures herein described. The second party shall control the water level in the sediment storage pool until adequate vegetation is established on the structure and as necessary for the maintenance and repair of the structure.

3. The first party reserves the right to use said land or any part thereof at any time and for any purpose except as provided in Paragraph 4 below provided such use does not damage the structure or interfere with the full enjoyment by the second party of the easement herein conveyed.

4. The second party shall have the right to construct fences and gates around the structures, and such fences and gates shall not be changed in any way except by the consent of the second party. No livestock, shall be allowed within such fences except by written consent of the second party.

5. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by the first party.

6. This easement shall include all easements, rights-of-way, rights, privileges and appurtenances in or to said land that may be necessary, useful or convenient for the full enjoyment of the easement herein conveyed.

7. The first party hereby warrants the title to said land; however, the easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons. This easement shall not pass,

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals as of the day and year first above written.

Signature of First Party

J. C. Ownsby
J. C. Ownsby
Etta C. Ownsby
Etta C. Ownsby

Signature of Second Party

Collin County Soil Conservation District of
Collin County, Texas

By: *J. C. Ownsby*

By: _____

By: _____

By: _____

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. C. Ownsby and Etta C. Ownsby, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Etta C. Ownsby, wife of the said J. C. Ownsby, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Etta C. Ownsby acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23 day of June, A. D. 1960.

Vera Thindle
Notary Public in and for Collin

SEAL

My Commission Expires:

6-1-61

County, Collin

RECORD
a. M.

960

Clerk

County-Texas

h. 2001
160

EASEMENT

THE STATE OF TEXAS
COUNTY OF

VOL 970 PAGE 270 18972

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged. Robert L. King and wife, Carol King

of Celina, Texas, (hereinafter called "Grantor"),
does hereby grant, bargain, sell, convey and release unto Collin County Soil and Water Conservation
District, its successors and assigns, (hereinafter called "Grantee"), an easement in,
over and upon the following described land situated in the County of Collin, State of Texas, to-wit:

98 1/3 acres of land, more or less in the J. Ragsdale survey,
Abstract No. A 735, more accurately described as the first
tract in a warranty deed dated March 16, 1962 from E. L. Clark
et ux to Robert L. King and wife, Carol King; recorded Volume 595,
Page 56; deed records Collin County, Texas.

for the purposes of:

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

Floodwater Retarding Structure No. 16, and related works,
Little Elm and Laterals Watershed

And, involving or affecting 18.2 acres, more or less, of the above described land.

1. This easement includes the right of ingress and egress at any time over and upon the above described land and over adjoining lands of Grantor along useable access routes designated by Grantor.
2. There is reserved to the grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
4. The Grantee is responsible for operating and maintaining the above described works of improvement.
5. Only Grantee, its agents, representatives, or licensees shall have the right to control the level of water impounded by the above described works of improvement.
6. The Grantee shall have the right to construct fences with gates or gaps around the constructed works of improvement and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
7. The works of improvement will be constructed primarily of native earthen materials including rock and rock fragments taken from construction excavation areas and from borrow areas near the site of construction. This easement shall include the right to use such construction materials on or under the land covered by this easement.
8. This easement (does) (does not) include the right of Grantee's construction agent to use, during initial construction or later alteration, repair or maintenance of the works of improvement, such portion of the above described land as needed for a construction supply and equipment operations and maintenance work site headquarters.

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

IN WITNESS WHEREOF the Grantor has executed this instrument on the 23rd day of September,
A. D., 1975

Robert L. King (GRANTOR)
Carol King (GRANTOR)

THE STATE OF Texas
COUNTY OF Collin

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the 23rd day of Sept., A. D. 1975.



Lynn E. Stambaugh
Notary Public in and for Collin County
State of Texas

My Commission Expires June 1, 1977

THE STATE OF _____
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the _____ day of _____, A. D. 19____.

Notary Public in and for _____ County
State of _____

SEAL

My Commission Expires _____

THE STATE OF _____
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the _____ day of _____, A. D. 1975 on the _____ day of Sept in the _____ Volume and _____ as shown hereon in the _____

Notary Public in and for Collin County, Texas.
State of _____



Joan R. Webb

SEAL

My Commission Expires _____

1975 SEP 23 PM 2:44
FILED
CLERK
COUNTY OF COLLIN TEXAS

4250

FEB 6 1975

DATE: 2-4-75

Jerry S. Lee,
Area Conservationist
Soil Conservation Service
P. O. Box 715
Denton, Texas 76201

Dear Mr. Lee:

This is to certify that I personally know that the E. L. Clark who signed an easement granting to the Collin County Soil and Water Conservation District the right to impound floodwaters and sediment waters in connection with the construction of Site 16, Little Elm and Laterals, and the Ed L. Clark mentioned in the deed are one and the same person.

My personal knowledge in this matter is extensive in that I purchased the deccribed land from Mr. and Mrs. Clark and own the land at the present time.

Sincerely,


Robert King

TX-256 (Rev.)
11-57

EASEMENT

THIS INDENTURE, made this 23 day of June, 1960, by and between Ed L. Clark and Minnie L. Clark his wife, residents of the County of Collin, State of Texas, hereinafter referred to as the first party, and Collin County Soil Conservation District of Collin Co., Texas, hereinafter referred to as the second party,

WITNESSETH THAT:

WHEREAS, The Secretary of Agriculture, United States Department of Agriculture, has been authorized by the Congress to carry out a program of assistance to local agencies and organizations in planning and installing works and measures for watershed protection, flood prevention, and agricultural phases of the conservation, development, utilization and disposal of water, and

WHEREAS, the second party is cooperating in said program in the Little Elm and Laterals watershed, State of Texas, in connection with which the second party desires to secure certain rights in, over and upon the hereinafter described land of the first party.

THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits accruing to the first party from the installation of said program and other good and valuable considerations, the receipt whereof is hereby acknowledged, the first party does hereby grant and convey unto the second party an easement in, over and upon the following described land situated in the County of Collin, State of Texas, to wit: Being 93 1/3 acres more or less, in the J. Ragsdale Survey, Abst. No. 735, more fully described in Deed dated 1948-16 from Clara A. Burger to Ed L. Clark, recorded in Vol. 209, page 133, Deed Records, Collin County, Texas.

1. The second party shall have the right, privilege and authority to use said land for the installation, operation, maintenance and inspection of the following described works and measures, and for the storage of waters that may be impounded by any dam or other reservoir structure described below: Floodwater retarding structure, the dam of which will be constructed on other lands. The project involves 21.2 acres more or less, of the above described lands, consisting of portions of the sediment and detention storage pools. Trees and brush will be cleared and fill material taken from the sediment pool areas if needed.

2. The second party shall be responsible for operating, maintaining, and keeping in good repair the works and measures herein described. The second party shall control the water level in the sediment storage pool until adequate vegetation is established on the structure and as necessary for the maintenance and repair of the structure.

3. The first party reserves the right to use said land or any part thereof at any time and for any purpose except as provided in Paragraph 4 below provided such use does not damage the structure or interfere with the full enjoyment by the second party of the easement herein conveyed.

4. The second party shall have the right to construct fences and gates around the structures, and such fences and gates shall not be changed in any way except by the consent of the second party. No livestock, shall be allowed within such fences except by written consent of the second party.

5. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by the first party.

6. This easement shall include all easements, rights-of-way, rights, privileges and appurtenances in or to said land that may be necessary, useful or convenient for the full enjoyment of the easement herein conveyed.

7. The first party hereby warrants the title to said land; however, the easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons. This easement shall not pass, however, to the second party, but shall remain a simple interest of the first party.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals as of the day and year first above written.

Signature of First Party

X E. L. Clark
Ed L. Clark

X Minnie L. Clark
Minnie L. Clark

Signature of Second Party

Collin County Soil Conservation District of
Collin County, Texas

By: J. Stalling

By: _____

By: _____

By: _____

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. L. Clark and Minnie L. Clark, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Minnie L. Clark, wife of the said E. L. Clark, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Minnie L. Clark acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23 day of June,
A. D. 1964

Vern Hinkle
Notary Public in and for Collin

SEAL

My Commission Expires: 6-1-67 County, Collin

RECORD

lock 2 M.

7 1960

WEBB, Clerk

Collin County Texas

Stalling

(Ch. ties)

1.50