



PERMIT NO. WQ0013651001

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
P.O. Box 13087  
Austin, Texas 78711-3087

This amendment supersedes and  
replaces Permit No.  
WQ0013651001 issued on  
October 11, 2005.

PERMIT TO DISCHARGE WASTES  
under provisions of Chapter 26  
of the Texas Water Code

City of Fort Stockton

whose mailing address is

P. O. Box 1000  
Fort Stockton, Texas 79735

Nature of Business Producing Waste: Domestic wastewater treatment operation, SIC Code 4952.

General Description and Location of Waste Disposal System:

Description: The Lynaugh Prison Wastewater Treatment Facility consists of a lagoon system. Treatment units in the Interim phase include one lift station, two aeration lagoons with a surface area of 1.68 acres and total capacity of 11.74 acre-feet, two effluent storage ponds, and one irrigation system. The facility includes two storage ponds with total surface area of 3.56 acres and total capacity of 31.94 acre-feet for storage of treated effluent prior to irrigation. Permittee is authorized to dispose of treated domestic wastewater effluent at a daily average flow not to exceed 0.347 million gallons per day (MGD) via surface irrigation of 215 acres within a city-owned tract of non-public access agriculture land cultivated with alfalfa, cotton, and native warm and cool season grasses. Application rates to the irrigated land shall not exceed 1.81 acre-feet per year per acre irrigated. Treatment units in the Final phase include one lift station, one bar screen, two aeration lagoons with a total surface area of 1.68 acres and a total capacity of 11.74 acre-feet, and three effluent storage ponds with a total surface area of 7.92 acres and a total capacity of 72.44 acre-feet for storage of treated effluent prior to irrigation. The permittee is authorized to dispose of treated domestic wastewater effluent at a daily average flow not to exceed 0.568 million gallons per day (MGD) via surface irrigation of 273 acres of non-public access restricted agricultural land cultivated with alfalfa, cotton, and native warm and cool season grasses. Application rates to the irrigated land shall not exceed 2.33 acre-feet per year per acre irrigated.

Location: The wastewater treatment facility and disposal site are located approximately one mile north of the end of Highway 2037, approximately 13 miles southwest of Fort Stockton, in Pecos County, Texas 79735. (See Attachment A.)

Drainage Area: The disposal site is located in the drainage basin of Upper Pecos River in Segment No. 2311 of the Rio Grande Basin. No discharge of pollutants into water in the state is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight on **September 1, 2020**.

ISSUED DATE: May 9, 2016

Handwritten signature of R. Q. A. Hylb in black ink.

For the Commission

AGRICULTURE LEASE

THIS AGRICULTURE LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into by CITY OF FORT STOCKTON (hereinafter referred to as "Lessor") and TEXAS DEPARTMENT OF CRIMINAL JUSTICE (hereinafter referred to as "TDCJ" or "Lessee"), and supercedes that certain Agriculture Lease between the parties hereto dated January 31, 1999, with respect to the tract known as the Belding Farm, which is more particularly described below.

Lessor, for and in consideration of the rents, covenants and agreements to be kept and performed by Lessee, has LEASED, DEMISED and LET and by these presents does LEASE, DEMISE and LET unto Lessee that certain tract of land described as Section Ninety-Seven (97), Block Three (3), Texas & Pacific Railroad Co. and the West one-half of Section Seventy-One (W/2 of 71), Block Three (3), Texas & Pacific Railroad Co., more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Leased Premises").

1. The term of this Lease, subject to appropriations of the Texas Legislature, including any buildings or improvements thereon (the "premises"), is for the period commencing for the term of ten (10) years beginning January 1, 2009 and ending on December 31, 2018 inclusive of such beginning and ending date and may be extended for an additional year or years upon mutual consent of both Lessor and Lessee in writing.

The demised premises shall be used for farming purposes.

2. Lessee agrees and obligates itself to faithfully and promptly, in a good farmer-like manner, at the proper season thereof, break, prepare and plant the cultivated lands and, during the growing season to cultivate all the crops so planted when necessary and to keep such crops free from damage by weeds and grass and other noxious growths and to properly and expeditiously save, gather and harvest said crops as the same mature.
3. Lessee agrees to account for and deliver to the Lessor crop share as follows:
  - (a) Twenty-five percent (25%) of the crop production generated on this property.
  - (b) Zero percent (0%) of all Government payment for diverted acres and price support of all crops.

Lessee shall be authorized to sell Lessor's portion of said crops. Remittances shall be made to the address indicated below. After all crops are harvested and marketed, Lessee will adjust with Lessor such differences in prices as to grades, staple and quality as exist. In the event the Lessee is authorized to sell Lessor's portion of the crops, remittances shall be made in the name of Lessor and will be remitted to their designated agent. It is further agreed that should Lessee fail to plant crops during any year of this Lease, Lessee will notify Lessor in writing within thirty (30) days of decision not to plant, then Lessor shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessee.

4. Should Lessee fail or refuse to work or gather the crops, then the Lessor shall have the right, though not necessarily the duty, to have said crops worked or gathered in due season and to take a sufficient amount out of the part going to Lessee to cover expense incurred by Lessor in having such work done.
5. Lessee, to the extent allowed by law, does hereby grant to Lessor a lien upon all the agricultural products grown and raised on said Leased Premises, said lien to continue in full force and effect while said products remain on said Leased Premises, and for one month thereafter; and it is stipulated that said lien shall not in any way be affected or impaired by the removal of said products from said Leased Premises without consent of Lessor.
6. Lessor agrees to provide seed to Lessee for any primary crops irrigated by affluent water.
7. Lessee shall be authorized to sublease for grazing with Lessor receiving fifty percent (50%) and Lessee receiving fifty percent (50%) of sum, according to the number of head allowed by the USDA per section of land.
8. If default be made by the Lessee of any of the terms and conditions of this Lease or in the accounting to Lessor or Lessor's duly authorized agent, the Lessor or Lessor's agent may terminate this Lease before December 31, 2019. Such termination shall not entitle the Lessee to any rebate of funds expended, and the Lessee shall be liable for any loss or damage suffered by Lessor for Lessee's failure to comply with the terms hereof. However, this Lease may not be terminated by Lessor until Lessor has provided written notice of such default to Lessee and provided Lessee thirty (30) days to remedy such default. If Lessee has crops growing on the Leased Premises at the time of the termination of this Lease and if Lessee planted these crops before it received notice of termination of this Lease or gave notice of termination of the Lease, then Lessee shall have the right to harvest those crops. If Lessor defaults on any covenant or condition which Lessor is required to perform and the default continues for thirty (30) calendar days after written notice to Lessor, Lessee may terminate this Lease and be relieved of all obligations. Termination of this Lease will not affect any requirements for reimbursement for services already performed.
9. This lease is subject to all easements and rights of way of record.

It is understood and agreed that this Lease and all rights of Lessee shall be and are entirely subject to any and all oil, gas and mineral leases presently existing and covering all or any part of the above-described lands and any and oil, gas or mineral leases which may be hereinafter executed by Lessor or owners or the mineral estate in said land, and Lessor reserves the right to make oil and gas leases and oil, gas and other mineral leases covering all or any part of parts of the above-described lands and on such term and provision and at such time or times as Lessor may elect; and Lessor or any

person, firm or corporation to whom it may so lease including the successors and assigns of any of them, shall have the right of ingress and egress to and from and over and across all of the above-described lands and all other rights reasonably incident to the exploration for, prospecting upon and development of said premises or any part thereof for the production, storage, treating, transporting, processing, marketing of oil, gas and other minerals upon, across or from said lands; provided however, that in the event the production of oil or gas or other minerals on such lands should destroy the use and benefits of the surface of such lands for grazing purposes, the Lessee at this election upon proof of such impaired leasehold right, may surrender this lease without further financial obligation to Lessor.

Lessor reserves the right to grant and sell rights-of-way for public roads, oil pipelines, electrical liens, access roads to oil, gas or mineral development wells or lines, plant sites and any other oil or gas installations in addition to oil or gas well locations, tank batteries, and installations necessary or used for mining, processing, developing, manufacturing, treating or otherwise in any manner handling oil, gas and other minerals. In the event of the sale of such right-of-way for location or installations, Lessee shall be entitled to such damages as result directly to livestock and other personal property located thereon and Lessor shall be entitled to recover for all damages to the land and real estate as such, and for the sale of easement title.

Lessor reserves unto itself, its successors and assigns the right to bargain and negotiate with all persons, firms, corporations or other entities interested in geophysical exploration (not including or covering oil or gas well drilling operations, roads, locations, tank batteries, etc., but limited to surface seismograph, dinoseis and like exploratory operations) upon, over or across the above-described lands and Lessee agrees not to permit entrance upon said land for such exploration without prior notification from and consent of Lessor.

In case such geophysical exploratory operations result in compensable damages to said premises or the property located thereon, Lessee shall be entitled to such damages as result directly to the livestock and other personal property of Lessee located thereon and Lessor shall be entitled to recover for all damages to the land and real estate as such. In the absence of manifestly extraordinary damages, Lessor and Lessee shall split the usual permit fees for such geophysical exploratory operations, one-half to go to Lessor and one-half to go to Lessee.

10. Under no circumstances shall the Lessee retain its right under this Lease beyond the expiration date of this Lease without written permission of the Lessor. Any plowing or any other work performed by the Lessee on the Leased Premises prior to the termination of this Lease shall give Lessee no right to hold over, and Lessee shall leave the Leased Premises in as good state and condition as when accepted, reasonable wear and tear excepted, upon the expiration hereof.

- 11. Lessor or its agents shall have the right to enter the premises at any time for inspection, maintenance or otherwise.
- 12. Notwithstanding anything to the contrary contained in this lease, the lands demised hereby lie within an area of Lessor's underground water field and should Lessor determine that all underlying water is necessary for the needs of the municipality and its citizens, then and in such event, Lessor may terminate this lease and give Lessee written notice of such termination, and this lease shall ipso facto terminate on the ninetieth (90<sup>th</sup>) day after such notice. In the event such termination date shall occur while Lessee has a crop to finish and harvest, Lessee may finish and harvest said crop.
- 13. All notices or other communications required herein shall be given by first class mail, postage prepaid, addressed as follows:

If to Lessee:

C. F. Hazlewood, Director II  
 Texas Department of Criminal Justice  
 Agribusiness, Land & Minerals  
 2405 Ave I, Suite E  
 Huntsville, Texas 77340

If to Lessor:

City of Fort Stockton  
 City Hall  
 P. O. Box 1000  
 Fort Stockton, Texas 79735

- 14. This contract may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.

Executed this 16<sup>th</sup> day of September, 2008.

Lessee:  
 Texas Department of Criminal Justice

By: Charles Marsh  
 Charles Marsh  
 Chief Financial Officer

Lessor:  
 City of Fort Stockton

By: Rafael Castillo, Jr.  
 RAFAEL CASTILLO, JR.  
 CITY MANAGER

ATTEST:

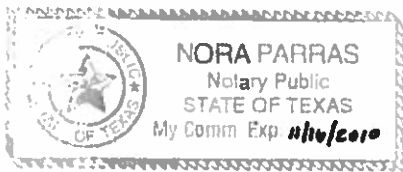
Delma A. Gonzalez  
 DELMA A. GONZALEZ  
 CITY SECRETARY

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF PECOS

This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 2008, by Nora Parras of the City of Fort Stockton, Texas, a municipal corporation, on behalf of said corporation.

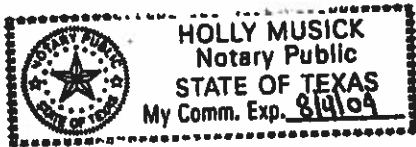


Nora Parras  
Notary Public STATE OF TEXAS  
Notary's Name:  
My Commission Expires: 11/16/2010

STATE OF TEXAS

COUNTY OF WALKER

This instrument was acknowledged before me on the 22<sup>nd</sup> day of April, 2008, by \_\_\_\_\_ on behalf of the State of Texas acting by and through the Texas Department of Criminal Justice.



Holly Musick  
Notary Public STATE OF TEXAS  
Notary's Name: Holly Musick  
My Commission Expires: 8/4/09

Approved as to form:

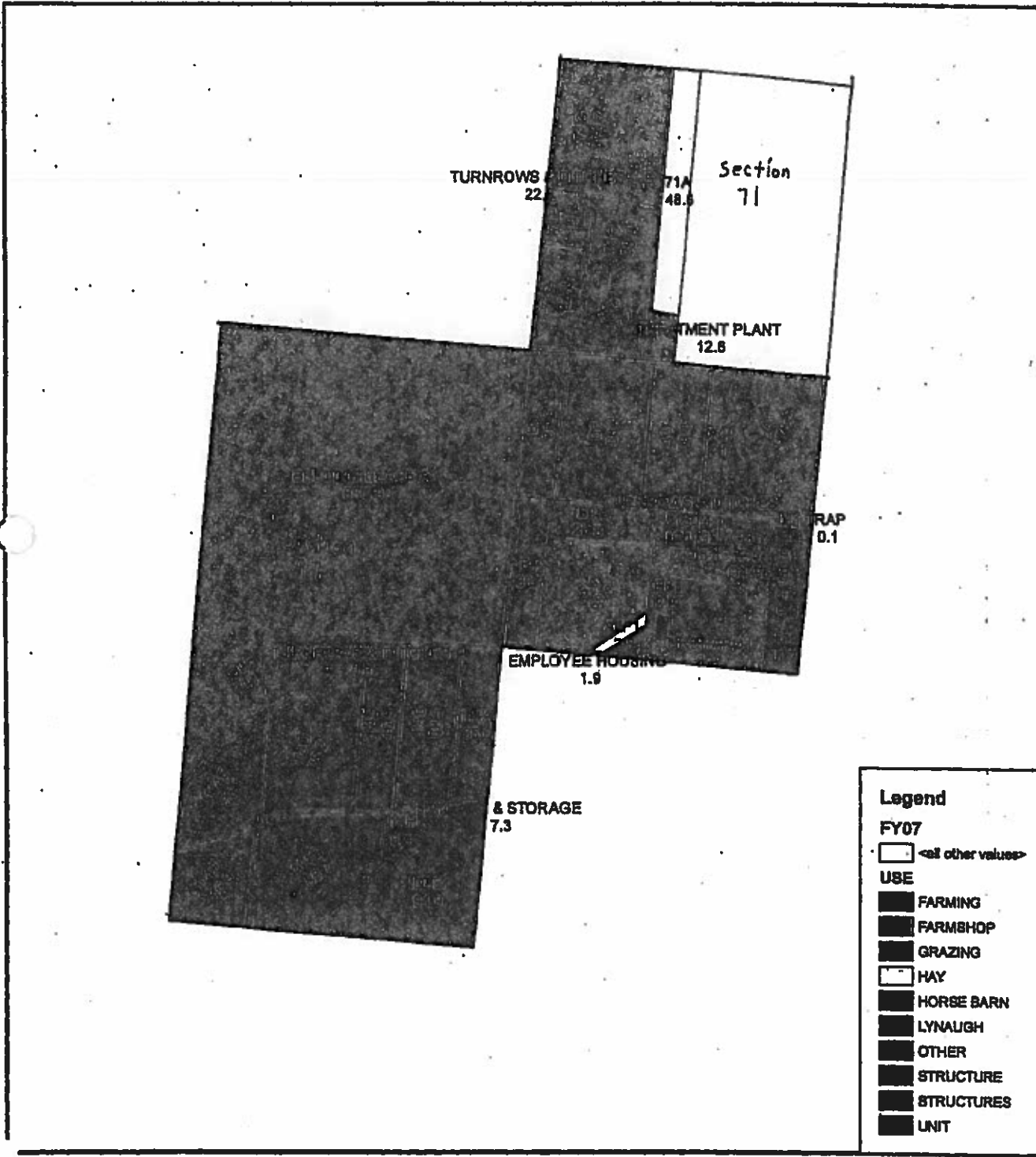
By: \_\_\_\_\_



this map prepared by:

Texas Department of Criminal Justice  
Agribusiness, Land and Minerals  
Huntsville, Texas

# Lynaugh Unit





## Texas Department of Criminal Justice

**Brad Livingston**  
Executive Director

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November 3, 2005

Tony Villarreal  
City of Fort Stockton  
City Hall  
121 W. Second  
Fort Stockton, TX 79735

Re: TDCJ Contract Number 696-AG-6-12-L0181

Dear Mr. Villarreal:

Enclosed are three (3) originals of the above referenced Contract. Please sign all three (3) originals and retain one (1) original for your records. The remaining two (2) originals should be forwarded to my attention at the following address:

Karen Davis  
Texas Department of Criminal Justice  
Contracts and Procurement  
Client Services and Governmental Contracts Branch  
Two Financial Plaza, Suite 525  
Huntsville, TX 77340

If you have any questions, please feel free to call me at 936-437-7043.

Sincerely,

A handwritten signature in blue ink that reads "Karen Davis, CTP".

Karen Davis, CTP  
Contract Administrator

cc: Contract File



## AGRICULTURE CONTRACT

This Agriculture Contract (hereinafter this "Contract") is made and entered into by and between the City of Fort Stockton (hereinafter the "City") and the Texas Department of Criminal Justice (hereinafter the "TDCJ").

The City hereby contracts with TDCJ, to occupy and use for agricultural purposes as defined in this Contract, the following described property:

### Sewer Plant Farm:

- Tracts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, 27, 28, Section 4, Block 2, Fort Stockton Irrigated Lands Company Land, Pecos County, Texas;
  - 87.3 acres Southeast corner Block D, Fort Stockton Irrigated Lands;
  - Tracts 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, Survey 5, Block 2, Fort Stockton Irrigated Lands Company Land, Pecos County, Texas; and
  - Inclusion of any buildings or improvements thereon.
- I. The term of this Contract begins November 1, 2005 and shall terminate on October 31, 2011 unless terminated sooner in accordance with Sections XII.
  - II. The TDCJ agrees and obligates itself, faithfully, promptly and in a good farmer like manner and at the proper seasons to break, prepare and plant the cultivated lands. During the growing season, TDCJ agrees to cultivate all the crops so planted when necessary and to keep such crops free from damage by weeds, grass and other noxious growths. TDCJ agrees to properly and expeditiously save, gather and harvest said crops as the same mature.
  - III. The TDCJ agrees and obligates itself to conduct its operations on said property in compliance with all rules, regulations and stipulations of the United States Department of Agriculture (U.S.D.A.).
  - IV. TDCJ agrees to account for and deliver to the City the crop share as follows:
    - Twenty Five percent (25%) of the crop production generated on this property free of costs; and
    - TDCJ shall be authorized to sell the City's share of crops. Remittances shall be made to the City of Fort Stockton, City Hall, 121 W. Second, Fort Stockton, Texas 79735.
  - V. The TDCJ shall have the authority to enter into a separate contract for grazing at a 50/50 split according to the number of head allowed by the U.S.D.A. per section of property.
  - VI. The City shall furnish irrigation water and seed at no cost to the TDCJ.

- VII. The City shall be responsible for the repair and maintenance of all irrigation systems on said property at no cost to the TDCJ.
- VIII. The City reserves all hunting rights, unless otherwise specified.
- IX. TDCJ agrees to follow good conservation programs and comply with Natural Resources Conservation Service and Farm Service Agency programs that TDCJ and City shall mutually approve.
- X. TDCJ shall notify City immediately as to any activity being carried out on the property that might cause damage either on or below the surface of the property.
- XI. TDCJ shall keep the property free of any accumulation of trash and refuse.
- XII. Either party may terminate this Contract by providing sixty (60) days written notice to the other party to be delivered via certified mail. If the TDCJ has crops growing on the land at the termination date of the Contract and has planted the crops before receiving the notice of termination or giving the notice of termination, the TDCJ shall have the right to harvest those crops and receive the share of said crops harvested.
- XIII. It is specifically understood and agreed that this Contract is not a lease of land and that the City shall have the right of ingress and egress and other interested parties representing the City to said property for the purposes of inspection, maintenance or otherwise.
- XIV. This Contract may be modified or supplemented only by a written document signed by the duly authorized representatives of the Parties hereto.
- XV. This Contract and any written modifications constitute the sole agreement of both Parties. Any oral agreements or understandings outside the terms of this Contract shall be void.
- XVI. Any dispute arising under this Contract, which is not disposed of by mutual agreement between TDCJ and the City shall be resolved as follows:

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by TDCJ and the City to attempt to resolve any claim for breach of Contract made by the City.

- A. A claim for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the City shall submit written notice, as required by Subchapter B, to the Director for Contracts and Procurement, or his designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340. Said notice shall specifically state the provisions of Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of TDCJ and the City otherwise entitled to notice under the Parties' Contract. Compliance by the City with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- B. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the City's sole and exclusive process for seeking a remedy for an alleged breach of contract by TDCJ if the Parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

C. Compliance with the contested case process provided in Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by TDCJ nor any other conduct of any representative of TDCJ related to the contract shall be considered a waiver of sovereign immunity to suit.

In addition to complying with Chapter 2260 of the Government Code, TDCJ and the City shall comply with the rule published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part VI, Texas Department of Criminal Justice, Chapter 155, Reports and Information Gathering, Subchapter C, Procedures for Resolving Claims and Disputes.

At all times during the course of the dispute resolution process, TDCJ shall continue with the work and shall be governed by all applicable provisions of this Contract.

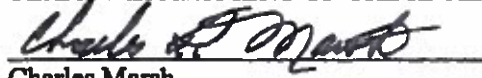
XVII. All written notices shall be given by first class mail, postage prepaid, addressed as follows:

Texas Department of Criminal Justice  
Contracts and Procurement  
Client Services and Governmental Contracts Branch  
Attention: Karen Davis, Contract Administrator  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
(936) 437-7043

Texas Department of Criminal Justice  
Agribusiness, Land and Minerals  
Attention: Leroy Hinton  
Region V Director's Office  
304 W. 6<sup>th</sup> Street  
Plainview, Texas 79072  
(806) 291-0296

City of Fort Stockton  
City Hall  
121 W. Second  
Fort Stockton, Texas 79735  
(432) 336-8525

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

  
Charles Marsh  
Chief Financial Officer

Date: 11/1/05

CITY OF FORT STOCKTON

  
Tony Villarreal  
Mayor

Date: 11/23/05