AGENDA ITEM
CA39

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 9.14.2026

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office



9.14.2026

Description:

Consider and Approve Supplemental Watershed Agreement No. III for Mountain Creek Watershed, Texas by Exchange of Correspondence, August 21, 2026; with Authorization for County Judge to Sign-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

Supplemental Watershed Agreement No. III
For Mountain Creek Watershed, Texas
By Exchange of Correspondence
August 21, 2026

Since the original watershed work plan agreement was prepared in March 1955, fully signed by all parties on October 20, 1958, and supplemented in July 1963, and July 2010, it has become necessary to modify that agreement. It has also become necessary to modify the operation and maintenance agreement dated September 05, 1958. Mountain Creek Floodwater Retarding Structure (FRS) 11 no longer serves the purpose or provides the benefits as stated in the original watershed work plan agreement.

FRS 11 within the Mountain Creek Watershed is no longer needed to provide downstream flood reduction benefits. The benefitted bottomlands have been inundated by water stored and/or temporarily detained as a result of the creation of Joe Pool Lake by the collaboration of the U.S. Army Corps of Engineers, the Trinity River Authority, the Texas Parks and Wildlife Department, and the Joe Pool Lake Planning Council.

The sponsors wish to be released from all responsibility to operate and maintain Mountain Creek FRS 11 and transfer all associated easements to a local developer. Since there are no remaining benefits from the structure, and it has exceeded its original 50-year economical evaluated life, the Natural Resources Conservation Service (NRCS) is willing to delete Mountain Creek FRS 11 from the watershed work plan agreement and from the operation and maintenance agreement. The purpose of the operation and maintenance agreement was to protect the federal investment for the life of the structure. Since the structure no longer provides any downstream flood control benefits, there is no longer a federal investment to protect.

It is agreed that:

1. The Ellis-Prairie Soil and Water Conservation District, Dalworth Soil and Water Conservation District, Ellis County, Johnson County, Tarrant County, and City of Mansfield are released from all obligations owed to NRCS regarding Mountain Creek FRS 11 under the watershed work plan agreement, as supplemented.

2. The Ellis-Prairie Soil and Water Conservation District, Dalworth Soil and Water Conservation District, Navarro Soil and Water Conservation District, and Ellis County are released from all obligations owed to NRCS regarding Mountain Creek FRS 11 under the operation and maintenance agreement dated September 05, 1958.

3. The NRCS is released from any and all obligations owed to Ellis-Prairie Soil and Water Conservation District, Dalworth Soil and Water Conservation District, Ellis County, Johnson County, Tarrant County, and City of Mansfield regarding Mountain Creek FRS 11 under the watershed work plan agreement, as supplemented.

4. The NRCS is released from any and all obligations owed to Ellis-Prairie Soil and Water Conservation District, Dalworth Soil and Water Conservation District, Navarro Soil and Water Conservation District, and Ellis County

regarding Mountain Creek FRS 11under the operation and maintenance agreement dated September 05, 1958.

5. The NRCS is released from all responsibilities and liabilities arising out of any rules, laws, and regulations applicable to Mountain Creek FRS 11 under the jurisdiction of the state of Texas. Whoever retains title to or obtains title to the easements and/or land where Mountain Creek FRS 11 is located will assume these responsibilities and liabilities from the date of this Supplement Watershed Agreement III, forward.

6. It is further agreed that Mountain Creek FRS 11 is hereby deleted from the watershed work plan agreement, as supplemented, and from the operations and maintenance agreement.

By deletion of Mountain Creek FRS 11 from the watershed work plan agreement and from the operation and maintenance agreement, NRCS is released from any further obligations and/or responsibilities with respect to any present or future owners of that structure.

All other terms, conditions, and stipulations of the watershed work plan agreement, as supplemented, and the operation and maintenance agreement that are not modified herein, remain the same and are agreed to:

_____
Signature

_____
Title

_____
Date

Dalworth Soil & Water Conservation District
Sponsor

_____
Signature

_____
Title

_____
Date

Ellis-Prairie Soil & Water Conservation District
Sponsor

Signature

Title

Date

Navarro Soil & Water Conservation District
Sponsor

Signature

Title

Date

Ellis County, Texas
Sponsor

Signature

Title

Date

Johnson County, Texas
Sponsor

Signature

Title

Date

Tarrant County, Texas
Sponsor

Signature

Title

Date

_____ Signature	City of Mansfield, Texas Sponsor
_____ Title	
_____ Date	
_____ Signature	Natural Resources Conservation Service United States Department of Agriculture
_____ Title	
_____ Date	

After Recording, Return to:

Casey Stevenson
HC Lakesong, LLC
8200 Douglas Avenue, Suite 300
Dallas, TX 75225

TERMINATION OF EASEMENTS AND INDEMNITY AGREEMENT

STATE OF TEXAS:

COUNTY OF ELLIS:

This Termination of Easements (this "**Termination Agreement**"), is executed as of the ___ day of August, 2026, by DALWORTH SOIL CONSERVATION DISTRICT ("**DALWORTH**") and HC Lakesong, LLC and Lakesong Central, LLC (collectively, "Owner"), for the purposes and consideration herein expressed.

WHEREAS, pursuant to that certain Easement Agreement for Flood Control Structures executed by Tom D. Watson and Natalie Watson ("**Watson**") and filed for record on September 20, 1954, in Volume 441, Page 326 of in the Real Property Records of Ellis County, Texas (the "**Watson Easement**"), Watson granted to DALWORTH, a blanket easement for flood control structures and access, and any and all other rights as therein provided, over and upon certain real property described therein as 215 acres, more or less, in the M.E.P.&P. RR Survey, Abst. 761, and 3 acres, more or less, in the Jas. Jones Survey Abst. No. 583, and 2 acres, more or less, in the Allen Reeves Survey, Abst. 939 (such described property and any and all other real property described therein, if any, collectively, the "Watson Easement Property");

WHEREAS, pursuant to that certain Easement Agreement for Flood Control Structures executed by G.W. Brown and Emma Brown ("Brown") and filed for record on September 27, 1955, in Volume 447, Page 170 of in the Real Property Records of Ellis County, Texas (the "**Brown Easement #1**"), Brown granted to DALWORTH, a blanket easement for flood control structures and access, and any and all other rights as therein provided, over and upon certain real property described therein as 54.5 acres, more or less, in the Jas. Jones Survey, Abstract No. 583, more fully described in a Warranty Deed from B. H. Drumhellen to G.W. Brown dated February 25, 1944, recorded in Deed Records of Ellis County, Texas, reference to which is made for all purposes, Volume 364 and Page No. 131 (such described property and any and all other real property described therein, if any, collectively, the "**Brown Easement #1 Property**"); and

WHEREAS, pursuant to that certain Easement Agreement for Impounding Water executed by G.W. Brown and Emma Brown ("Brown") and filed for record on May 10, 1956, in Volume 450, Page 392 of in the Real Property Records of Ellis County, Texas (the "**Brown Easement #2**"), Brown granted to DALWORTH, a blanket easement for

impounding water and access, and any and all other rights as therein provided, over and upon certain real property described therein as 6 acres, more or less, in the James Jones Survey, Abstract No. 583 (such described property and any and all other real property described therein, if any, collectively, the "**Brown Easement #2 Property**"); and

WHEREAS, the Watson Easement, the Brown Easement #1 and the Brown Easement #2 are collectively herein called, the "**Easements**" and the Watson Property, the Brown Easement #1 Property and the Brown Easement #2 Property are collectively herein called, the "**Easement Properties**;" and

WHEREAS the Easements were for the purposes of allowing DALWORTH the right to store water that may be impounded in a dam or floodwater retention structure known as MC 11 ("the Dam") that was constructed on the Easement Properties, the right to construct the dam to retard the flow of floodwater and reduce sedimentation over and across the Easement Properties; and

WHEREAS, The United States Department of Agriculture, National Resource Conservation Service ("NRCS") is the engineer of record for the Dam; and

WHEREAS, DALWORTH is the current owner and holder of the Easements; and

WHEREAS, Owner is the successor in interest to the Watsons and Browns and desires to develop the Easement Properties and is requesting DALWORTH to release the Easements to facilitate its development activities; and

WHEREAS, §49.226(b) of the Texas Water Code allows a district such as DALWORTH to abandon or release property acquired by the district to the grantor's successors without receiving compensation for such abandonment and release;

WHEREAS, DALWORTH is willing to release the Easements, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DALWORTH hereby fully and unconditionally abandons, releases and terminates the Easements in their entirety and all rights and appurtenances related thereto, and DALWORTH fully releases the Easements from the Easement Properties. The Easements shall have no further force or effect. Any modification to the Dam or change in purpose will require new or revised water rights permits from the Texas Commission on Environmental Quality.

2. Developer agrees that the Dam will be decommissioned at its sole expense in accordance with engineering and construction guidelines and state and federal regulations applicable to DALWORTH and NRCS. The Dam will no longer function as a floodwater retention structure. All floodwater retention capabilities

for the Dam will be eliminated to ensure that the Dam no longer serves its original purpose of retaining floodwaters. During the decommissioning process care will be taken to prevent any sediment from being released from the Dam.

3. Developer does agree to hereby indemnify, save and forever hold Ellis County, Texas, DALWORTH, NRCS and each of their respective officials, officers, directors, agents, servants, employee, engineers and successors in interest, harmless of and from any and all damage or losses, including, but not limited to attorney's fees and expenses, claims, suits, actions, demands, causes of action, and other liability, at law or in equity, whether now known or unknown, whether fixed or contingent, whether liquidated or unliquidated, arising, whether directly or indirectly, from any action, non-action, circumstance or event arising, directly or indirectly from any water or other damage resulting from DALWORTH'S release of the Easements and discontinuance of the maintenance and repair of any of its structures or improvements located on the Easements, including but not limited to, property damage, personal damage, personal injury, or other alleged or actual loss of any kind or character.

4. The Parties agree that DALWORTH, Ellis County and NRCS will be relieved of any and all duties and responsibilities pertaining to the Dam, and will have no further obligations or duties with respect to the operation, maintenance and oversight of the Dam.

5. Developer agrees to reimburse DALWORTH for all costs incurred by DALWORTH in connection with the drafting and execution of this Termination Agreement, including reasonable and necessary attorneys' fees.

EXECUTED as of the day and year first written above.

DALWORTH SOIL CONSERVATION DISTRICT

By:_____
Name:_____
Title:_____

HC LAKESONG, LLC

By_____
Name:_____
Title: _____

LAKESONG CENTRAL, LLC

By_____

Name:_____
Title: _____

STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of DALWORTH SOIL CONSERVATION DISTRICT, for and on behalf of said special utility district.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of HC Lakesong, LLC, for and on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of Lakesong Central, LLC, for and on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

USDA Natural Resources Conservation Service
U.S. DEPARTMENT OF AGRICULTURE
Texas State Office
101 South Main Street
Temple, Texas, 76501

August 21, 2026

Tracy Lee Landess, Chairman
Dalworth Soil and Water Conservation District #519
320 Westway Place, Suite 511
Arlington, TX 76018

Dear Chairman Landess:

The Natural Resources Conservation Service (NRCS) is in receipt of a letter dated August 12, 2026, from Mr. Terry Jacobson regarding Floodwater Retarding Structure (FRS) 11 in the Mountain Creek Watershed. It is our understanding that an external agreement, referred to as a Termination of Easements and Indemnity Agreement, by Dalworth Soil and Water Conservation District has been executed to transfer operation, maintenance, and all associated easements to a new owner (Huffines Communities). It should also be ensured that the new owner accepts full responsibilities and liabilities associated with dam ownership. These responsibilities include any operation, maintenance, repair, and upgrades of the structure.

The Supplemental Watershed Agreement No. III for the Mountain Creek Watershed Work Plan is enclosed. Signatures will be needed on the supplemental agreement by each identified watershed sponsor and returned for final NRCS signature. Additionally, a copy of the executed Termination of Easements and Indemnity Agreement transferring all rights and responsibilities to the new owner must be provided to NRCS. Finally, a copy of the external agreement must be provided to each identified watershed sponsor before the process can be finalized.

Supplemental Watershed Agreement No. III deletes Floodwater Retarding Structure (FRS) 11 and any applicable Operation and Maintenance agreement from the Mountain Creek Watershed Work Plan. With removal of FRS 11 from the agreements, NRCS is released from any future obligations and/or responsibilities with respect to any present or future owners of this structure. NRCS will no longer provide technical or financial assistance for this structure. The structure will be removed from the NRCS Dams Inventory, and NRCS will no longer review plans for proposed modifications to the structure.

The new owner should be informed that modification of the structure or change in purpose

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(e.g. flood control, recreation) will require new or revised water rights permits from the Texas Commission on Environmental Quality (TCEQ). The structure will still fall within TCEQ regulation.

Release of easements and transfer of responsibilities for this structure should also be reviewed with Trina Lancaster, TCEQ Dam Safety Program Coordinator. Ms. Lancaster can be contacted at:

TCEQ
Critical Infrastructure Division, Dam Safety Section
12100 Park 35 Circle, Bldg. A
Austin, Texas 78753

If you have any questions, please contact Shane W. Ice, P.E, NRCS State Conservation Engineer at 254-742-9945 or shane.ice@usda.gov.

Sincerely,

Kristy Oates

KRISTY OATES
State Conservationist

Attachment

cc:
Trina Lancaster, P.E., Manager, TCEQ Dam Safety Program, Austin, Texas
Shane W. Ice, P.E., State Conservation Engineer, NRCS, Temple, Texas
Stanley Bradbury, Acting Assistant State Conservationist (Field Operations), NRCS, Weatherford, Texas
Beau Brooks, Resource Team Leader, NRCS, Waxahachie, Texas
Karen Green, Dam Safety Engineer, NRCS, Temple, Texas
Ronald Gardner, Dam Safety Engineer, NRCS, Temple, Texas
Mark Northcut, Dam Safety Specialist, TSSWCB, Temple, Texas