



BOARD OF DIRECTORS MEETING
June 3, 2026
3:00 P.M.

Notice is hereby, in accordance with Tex. Gov't. Code Chapter 551, that a Regular Meeting of the Crystal Clear Special Utility District Board of Directors will be held beginning at 3:00 pm in the District offices located at 2370 FM 1979, San Marcos, Texas. The subjects to be discussed, considered, or upon which action may be taken are listed below. The Board of Directors reserves the right to go into executive session for any item on the agenda to seek the advice of counsel or any item on the above agenda for which an executive session is permitted by law. The Board will reconvene in open session for any appropriate action on any matter considered in executive session.

AGENDA

Item 1. Open Meeting, Pledge of Allegiance and Invocation

Item 2. Public Comment

Members of the public wishing to comment during the meeting must register (a) on the sign-in sheet at the meeting site prior to the start of the meeting; or (b) by emailing info@crystalclearsud.org prior to the meeting. Please state your name prior to making public comment. Public comment is limited to three minutes per person. Board directors will not ask questions or take action during public comments. Regarding public comments on items not on today's agenda, responses from board directors are limited to factual statements, recitation of existing District rules or policies, or requests by a director for the subject to be placed on a future agenda as required by Texas Government Code § 551.042. Public comments for items on the agenda may be made at this time or when the agenda item is taken up.

- a. Non-agenda items
 - 1. Carmen Garcia/Angelica Garcia
- b. Agenda items

Item 3. Consent Agenda

- a. Approve Minutes April 23, 2026, Regular Board Meeting
- b. Approve March 2026 Financials/Investment Report

Item 4. Regular Agenda

- a. Update/Discussion/Possible Action: Adoption of District By-Laws
- b. Update/Discussion/Possible Action: Vacant Board Seat
- c. Update/Discussion/Possible Action: Appointment of Treasurer
- d. Update/Discussion/Possible Action: WNSSA Palomino Alpha LLC
- e. Updates to the following items from CCSUD General Manager, Staff
 - 1. Employee Recognition
 - 2. Business and Operations:
 - i. General Manager Update
 - ii. Operations Report
 - iii. Projects Update
 - iv. Office Manager
 - v. Finance/Cash Flow



3. Canyon Regional Water Authority:
 - i. Board of Trustees
 - ii. Board of Managers
4. Alliance Regional Water Authority
- f. Update/Discussion/Possible Action: District boundaries for voting purposes
- g. Update/Discussion/Possible Action: Updated Drought Contingency Plan
- h. Update/Discussion/Possible Action: S Old Bastrop Hwy - Recommendation of Award of Contract
- i. Update/Discussion/Possible Action: Bank Signatories
- j. Update/Discussion/Possible Action: Pricing Disclosures
- k. Update/Discussion/Possible Action: City of Kyle ARWA Lease
- l. Update/Discussion/Possible Action: Rules and Regulations
 1. Grievance Process
 2. Customer Service Inspection Fees
 3. Deposits
- m. Update/Discussion/Possible Action: Crystal Clear SUD Website Bulletin Board
- n. Update/Discussion/Possible Action: Request for Quotation – Professional Services

Item 5. Executive Session

The Board reserves the right to go into executive session for any item on the above agenda for which the Board may seek the advice of its attorneys under Texas Government Code § 551.071, or any item on the above agenda for which an executive session is permitted by law. The Board will reconvene in open session for any appropriate action on any matter considered in executive session.

- a. Update/Discussion: District legal matters
- b. Update/Discussion: Personnel Matters

Item 6. Board Member Items

- a. Next regular meeting July 23, 2026
- b. Items for Future Agendas

Item 7. Adjournment

POSTED ON CCSUD WEBSITE /CCSUD OFFICE May 28, 2026 @ 5:00PM CST By: Yesenia Smith



BOARD OF DIRECTORS BOARD MEETING MINUTES

April 23, 2026

6:31 p.m. – 10:41 p.m.

Board Meeting

Item 1. Open Meeting, Pledge of Allegiance and Invocation

President Reininger opened the board meeting at 6:31PM, determining that a quorum of the Board of Directors was present as follows:

President Nick Reininger – *Present*

Vice-President Joseph Benavides – *Present*

Treasurer Cynthia Cash – *Absent*

Secretary Andrea Velasquez – *Absent*

Director Cheryl Patterson – *Present*

Director Jamie Trant – *Present*

Director Ben Raska – *Present*

President Reininger led the Pledge of Allegiance and Michael Saldana provided the invocation. Michael Saldana announced that he was video recording the meeting.

Item 2. Public Comments

- a. Non-agenda items – *No action requested/No action taken.*
- b. Agenda Item Specific – *Citizens to be heard.*

Ms. Garcia spoke to the Board about her work history working with AI and how it is poison and how 10 years of financial gain is not going to be there.

Mr. Bosen spoke to the Board about the Board's primary reason is to serve people and not datacenters or large water volume users.

Ms. Finlayson spoke to the Board about encouraging the restrictions for large volume water users and how much datacenters are careless in taking care of using water.

Mr. Muth spoke to the Board about the current Rules & Regulations grievance timeline for the Board of Directors and would like to get a timeline in place. Also, questions regarding the water loss report and the unidentified water loss.

Ms. A. Lindsey spoke to the Board about encouraging the District to Stage 4 drought and questioned why it hasn't already but supports any measures CCSUD is going to put in place for large volume users

Ms. J. Lindsey spoke to the Board about the support for any restrictions for large users including datacenters.

Mr. Kalterbach spoke to the Board about the effects that Data Centers have on the water and how expensive the water is and will continue to be.

Mr. Perkin spoke to the Board about encouraging the District to think about the water that is in this area for people and community for what datacenters interested and what restrictions can be taken so they do not over use.



Ms. Bunch spoke to the Board about the water in the area in Guadalupe county and encouraging the Board not to give any more water to datacenters in this area.

Ms. Kraft spoke to the Board about the federal mandates that are restricting datacenters for farmers and the data that Cloudburst presented to was false, encouraging CCSUD to not look at it from a business standpoint.

Ms. Marth spoke to the Board about encouraging the District to Stage 4 drought and living in the District for generations and being a paying member.

Mr. Garrison spoke to the Board about being apart of the community and his history with being in the army and give the people the opportunity to be heard

Mr. Law spoke to the Board about the responsibility of the water District has for the current water resources and datacenters and long term studies the effects it has on the community.

Mr. Zach spoke to the Board about living in the community that datacenters are not welcomed.

President Reininger thanked everyone for being present at the meeting.

Item 3. Consent Agenda

- a. Approve Minutes January 22, 2026, Regular Board Meeting.
- b. Approve November 2025 Financials/Investment Report.
- c. Approve December 2025 Water Loss Reports
- d. Approve February 2026 Monthly Report.
- e. Approve M&S Report/CCSUD Capital Improvement Plan

Vice-President Benavides moved to approve Item 3a. Minutes February 26, 2026, Regular Board Meeting. Director Raska seconded the motion. The motion passed.

Vice-President Benavides called to question the water loss report

President Reininger moved to approve Consent Agenda Item 3b-e as presented. Vice-President Benavides seconded the motion. The motion passed.

Item 4. Regular Agenda.

- a. Update/Discussion/Possible Action: Drought Conditions and Water Supply Portfolio

General Manager Michael gave a PowerPoint presentation. No action requested/No action taken. This item was taken up in executive session along with Items 4b1 and 4b4.

Vice-President Benavides moved to table the Drought conditions as a result of executive session. President Reininger seconded the motion. Director Trant and Director Patterson opposed. The motion passed.



b. Update/Discussion/Possible Action: Rules and Regulations Update

1. Easement Guidance Policy
2. Leak Adjustment Policy
3. Owners and Tenants
4. Large Volume Water Users

Vice-President Benavides moved to approve and update CCSUD's Rules and Regulations for Item 4b2 Leak Adjustment Policy and 4b3 Owners and Tenants as presented and allow non-substantive changes. Director Patterson seconded the motion. The motion passed.

This item was taken up in executive session along with Items 4a and 4b4.

President Reininger closed general session at 9:01 p.m.

President Reininger opened the executive session at 9:22 p.m.

President Reininger closed executive session at 10:32 p.m.

No action was taken during executive session.

President Reininger re-opened general session at 10:35 p.m.

Vice President Benavides moved to approve and update the CCSUD's Rules and Regulations 4b1 Easement Guidance Policy as presented and allow non-substantive changes. Director Patterson seconded the motion. The motion passed.

President Reininger and Vice-President Benavides move to approve Amendment to Section F. addition of Paragraph 13 in CCSUD's Rules and Regulations. Director Raska seconded the motion. The motion passed.

c. Update/Discussion/Possible Action: Employee Recognition - *No action requested/No action taken.*

d. Update/Discussion/Possible Action: Employee Handbook changes

President Reininger moved to approve all three new policies and the update to the sick and vacation leave policy as presented. Director Raska seconded the motion. The motion passed.

e. Update/Discussion/Possible Action: Customer Service Inspection Letter

Mr. Muth spoke to the Board regarding the requirements for CSI for his property.



Vice-President Benavides moved to approve the CSI letter to be sent out to customers. Director Patterson seconded the motion. Director Trant was not present at the time of vote. The motion passed.

- f. Update/Discussion/Possible Action: Flemming Farms WNSSA 5th Amendment

Director Patterson moved to approve the Flemming Farms WNSSA 5th Amendment as presented and allow non-substantive changes. Director Raska seconded the motion. The motion passed.

- g. Update/Discussion/Possible Action: Budget Amendment FY2025-2026

President Reininger moved to approve the FY2026 Budget Amendment as presented. Vice-President Benavides seconded the motion. The motion passed.

- h. Updated/Discussion/Possible Action: CRWA Board of Trustees: Resolution Appointing CCSUD Trustee

President Reininger moved to approve the Resolution which would appoint Director Andrea Velasquez to the CRWA Board of Trustees. Vice-President seconded the motion. The motion passed.

- i. Updated/Discussion/Possible Action: CRWA Board of Managers: Resolution Appointing CCSUD Board of Managers

Vice-President Benavides moved to approve the resolution which will appoint Brad Johnson, Operations Manager, to CRWA Board of Managers. Secretary Velasquez seconded the motion. The motion passed.

- j. Update/Discussion/Possible Action: Finance/Cash Flow – *No action requested/No action taken.*

- k. Updated/Discussion/Possible Action: Customer Grievance Update – *No action requested/No action taken.*

- l. Update/Discussion/Possible Action: Company Motto

President Reininger moved to approve the option 1 for motto option “Securing Water. Sustaining Generations.” No one seconded the motion.

President Reininger tabled the subject.

Item 6. Board Member items

- a. Next regular meeting May 28, 2026 – *No objection.*
- b. Items for Future Agendas – *No action requested/No action taken.*



President Reininger closed general session at 9:01 p.m.

President Reininger opened the executive session at 9:22 p.m.

President Reininger closed executive session at 10:32 p.m.

No action was taken during executive session.

President Reininger re-opened general session at 10:35 p.m.

Item 7. Executive Session

No additional items other than those summarized above were taken into executive session.

Item 8. Adjournment

President Reininger adjourned the board meeting: 10:41 p.m.

****NOTE: The Board reserves the right to retire into executive session concerning any of the items listed on this Agenda or any matter for which a closed session is permitted by law to seek the advice of its attorneys or any matters on which under Sections 551.071, 551.072, 551.074 and/or 551.076 of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code).***

Board President Signature

Board Secretary Signature

Board President Printed

Board Secretary Printed

OR

**Board Designee in absence
of Board President**

**Board Designee in absence
of Board Secretary**

Crystal Clear Special Utility District					
Expenditure Statement:2025 - 2026					
for Accounting Period 3/31/2026					
Account Number	Account Description	Budget	Activity this Period	Expenditure YTD	Remaining Budget
Total Main Category	80200 Expense - Insurance	\$847,000.00	\$44,165.99	\$431,377.65	\$415,622.35
Total Main Category	80300 Bond Payments	\$644,500.00	\$107,266.02	\$375,042.74	\$269,457.26
Total Main Category	80301 Principal	\$1,520,900.00	\$0.00	\$0.00	\$1,520,900.00
Total Main Category	80302 Interest	\$1,620,650.00	\$0.00	\$0.00	\$1,620,650.00
Total Main Category	80350 Engineering Fees	\$532,450.00	\$48,560.60	\$220,093.30	\$312,356.70
Total Main Category	80370 Professional Fees	\$718,000.00	\$41,532.09	\$211,295.64	\$506,704.36
Total Main Category	80400 Legal and Accounting Fees	\$605,000.00	\$27,838.75	\$273,101.44	\$331,898.56
Total Main Category	80450 Fees	\$810,000.00	\$0.00	\$286,116.28	\$523,883.72
Total Main Category	80500 Office Expense	\$416,250.00	\$71,616.82	\$213,342.10	\$202,907.90
Total Main Category	80600 Operations & Maintenance	\$1,306,300.00	\$158,588.62	\$592,532.91	\$713,767.09
Total Main Category	80700 Vehicles & Mobile Equip	\$252,000.00	\$18,599.85	\$108,598.93	\$143,401.07
Total Main Category	80800 Electricity	\$198,660.00	\$22,021.52	\$97,504.34	\$101,155.66
Total Main Category	80900 Water System R & R	\$10,000.00	\$2,000.00	\$9,000.00	\$1,000.00
Total Main Category	81000 Salaries	\$3,499,970.00	\$288,527.19	\$1,628,646.60	\$1,871,323.40
Total Main Category	81500 Water Purchase	\$1,018,100.00	\$91,066.26	\$390,772.71	\$627,327.29
Total Main Category	82000 Water Rights	\$211,000.00	\$14,947.68	\$106,287.52	\$104,712.48
Total Main Category	82100 Regional Water Participation	\$7,914,616.00	\$1,056,403.82	\$4,159,556.98	\$3,755,059.02
Total Main Category	89000 Benevience Fund Payouts	\$11,244.00	\$0.00	\$0.00	\$11,244.00
Grand Total		\$22,136,640.00	\$1,993,135.21	\$9,103,269.14	\$13,033,370.86

Crystal Clear Special Utility District				
Income Statement: 2025 - 2026				
For the Period Ending 3/31/2026				
Account Number	Account Description	Approp Amount	Activity this Period	Expenditure YTD
Revenue				
Total Main Category	50000 Revenue - Cx Acc. Activity	\$19,503,160.00	\$1,060,206.08	\$9,216,833.24
Total Main Category	50001 Revenue (Refund/In & Out) Rev.	\$6,030,802.00	\$284,786.24	\$2,210,126.58
Total Main Category	50002 Revenue - Other Income	\$1,201,823.00	\$175,213.35	\$807,028.93
Total Fund		\$26,735,785.00	\$1,520,205.67	\$12,233,988.75
Expenditures				
Total Main Category	80200 Expense - Insurance	\$847,000.00	\$44,165.99	\$431,377.65
Total Main Category	80300 Bond Payments	\$644,500.00	\$107,266.02	\$375,042.74
Total Main Category	80301 Principal	\$1,520,900.00	\$0.00	\$0.00
Total Main Category	80302 Interest	\$1,620,650.00	\$0.00	\$0.00
Total Main Category	80350 Engineering Fees	\$532,450.00	\$48,560.60	\$220,093.30
Total Main Category	80370 Professional Fees	\$718,000.00	\$41,532.09	\$211,295.64
Total Main Category	80400 Legal and Accounting Fees	\$605,000.00	\$27,838.75	\$273,101.44
Total Main Category	80450 Fees	\$810,000.00	\$0.00	\$286,116.28
Total Main Category	80500 Office Expense	\$416,250.00	\$71,616.82	\$213,342.10
Total Main Category	80600 Operations & Maintenance	\$1,306,300.00	\$158,588.62	\$592,532.91
Total Main Category	80700 Vehicles & Mobile Equip	\$252,000.00	\$18,599.85	\$108,598.93
Total Main Category	80800 Electricity	\$198,660.00	\$22,021.52	\$97,504.34
Total Main Category	80900 Water System R & R	\$10,000.00	\$2,000.00	\$9,000.00
Total Main Category	81000 Salaries	\$3,499,970.00	\$288,527.19	\$1,628,646.60
Total Main Category	81500 Water Purchase	\$1,018,100.00	\$91,066.26	\$390,772.71
Total Main Category	82000 Water Rights	\$211,000.00	\$14,947.68	\$106,287.52
Total Main Category	82100 Regional Water Participation	\$7,914,616.00	\$528,201.91	\$4,687,758.89
Total Main Category	89000 Benevolence Fund Payouts	\$11,244.00	\$0.00	\$0.00
Total Expenditures		\$48,872,425.00	\$2,985,138.97	\$21,865,459.80
Total Fund		\$22,136,640.00	\$1,464,933.30	\$9,631,471.05
		Retained Earnings		\$12,465,989.49
		Total Revenues	\$1,520,205.67	\$12,233,988.75
		Less Total Expenditures	\$1,464,933.30	\$9,631,471.05
		Net Income	\$55,272.37	\$3,658,921.52
		New Retained Earnings		\$16,124,911.01



Crystal Clear Special Utility District
Trial Balance
Fiscal Year: 2025 - 2026
For the Period Ending 3/31/2026

Fund			Debit	Credit
Account Number	Account Description			
11000	11000 Cash in banks		\$122.25	
11010	11010 Broadway-General		\$2,207,420.17	
11081	11081 Broadway - MM Cap Improvement		\$1,686,162.39	
11200	11200 Petty cash		\$3,273.18	
1202009	1202009 TEXAS CLASS BOND ACCT		\$2,225,427.24	
1202010	1202010 TEXAS CLASS GEN INV ACCT		\$605,682.36	
1202013	1202013 TEXAS CLASS R & R INV ACCT		\$587,419.21	
1202014	1202014 TEXAS CLASS BENV. FUND ACCT		\$34,134.63	
1202015	1202015 TEXAS CLASS REQ DEBT SVC ACCT		\$1,209,793.16	
1202016	1202016 TEXAS CLASS FLEET & EQUIPMENT PURCHASES		\$320,411.85	
1202017	1202017 TEXAS CLASS CCSUD CIP		\$3,926,650.03	
1202018	1202018 TEXAS CLASS ZORN PROJECT		\$5,210,438.48	
1202019	1202019 TEXAS CLASS WATER ACQUISITION		\$791,983.25	
1202020	1202020 TEXAS CLASS WATER IMPACT ACCT		\$886,087.29	
1202021	1202021 TEXAS CLASS STORAGE RECOVERY ACCT		\$672,810.36	
1202097	1202097 BOKF Escrow 2024		\$18,951,787.85	
1202098	1202098 BOKF Escrow 2023		\$183,620.46	
13000	13000 Accounts Receivable		\$1,571,616.43	
13001	13001 A/R Cherryville		\$634,011.03	
13003	13003 Allownace for Uncollect. Accts			\$141,740.48
13005	13005 Unbilled Receivable		\$1,284,868.59	
15000	15000 Prorated Company/Property/Casualty Ins.		\$11,391.51	
1600001	1600001 Land		\$727,800.04	
1600002	1600002 Equipment & Vehicles		\$1,635,117.62	
1600003	1600003 Meters		\$52,483,186.52	
1600004	1600004 Office Building		\$983,582.42	
1600006	1600006 CCSUD Capital Projects		\$7,807,417.25	
16990	16990 Reserve for Depreciation			\$15,097,969.38
17500	17500 Water Rights		\$7,079,526.48	
17600	17600 Prepays - other		\$35,983.52	
1800001	1800001 Eng/Env/Arch		\$28,014.42	
1800003	1800003 ZORN EST		\$610,572.85	
19000	19000 Deferred Outflows		\$358,925.86	
20000	20000 *Accounts Payable		\$28,181.04	
21110	21110 Accounts Payable			\$703,185.93
21115	Accrued Expenses			\$1,149,889.16
21130	21130 Retainage Payable			\$272,531.50
2220001	2220001 COBANK INT # 2		\$17,053.51	
2220002	2220002 COBANK INT # 3		\$13,978.09	



**Crystal Clear Special Utility District
 Trial Balance
 Fiscal Year: 2025 - 2026
 For the Period Ending 3/31/2026**

Fund			Debit	Credit
Account Number	Account Description			
2220003	2220003 COBANK # 4		\$6,158.83	
2220004	2220004 USDA INTEREST		\$50,567.30	
2220005	2220005 TWDB INTEREST		\$357,041.42	
2220006	2220006 2024 Notes Interest			\$111,283.33
22300	22300 Accrued Vacation payable			\$122,643.15
22350	22350 Accrued Wages			\$10,994.24
23000	23000 Payable to CRWA for HCPUA			\$1,490,228.07
24900	24900 Customer Deposits			\$1,659,619.88
24901	24901 Seguin Wastewater - NAVARRO RANCH			\$633,643.48
25000	25000 Notes Payable			\$1,983,955.17
2500001	2500001 CoBank Principal Loan R11254T02			\$1,480,086.67
2500002	2500002 CoBank Principal Loan R11254T03			\$1,213,168.51
2500003	2500003 CoBank Principal Loan R11254T04			\$558,601.71
2500006	2500006 TWDB Principal \$15MM Loan			\$10,255,000.00
2500007	2500007 USDA Principal \$3.2MM Loan			\$2,706,000.00
2500008	2500008 Public Loan Revenue Notes Series 2024			\$7,945,000.00
2500011	Note Payable- Scheel (EAA 312 AC -FT)			\$2,026,791.34
2500012	2500012 TWDB 2023 Bonds			\$1,875,000.00
2500013	2500013 TWDB 2024 Bonds			\$18,470,000.00
2500014	2500014 Notes 2024 Premium			\$138,998.00
25001	25001 Current Portion of Bnds/Nts(Contra Account)		\$1,978,069.17	
25301	25301 401K PAYABLE EE CONTRIBUTION			\$1,299.96
25400	25400 Net Pension Liability			\$553,959.00
25500	25500 Deferred Inflows Pension			\$1,816.00
30100	30100 Net Invest. in Capital Assets			\$31,024,324.00
40000	40000 Retained Earnings			\$12,465,989.49
5000001	5000001 Water Consumption Revenue			\$2,885,947.26
5000002	5000002 Water Base Revenue			\$2,645,550.71
5000003	5000003 Penalty (Late Fee) Revenue			\$124,550.20
5000004	5000004 Disconnect/Reconnect Fee Rev.			\$78,900.00
5000005	5000005 Service Fee Revenue			\$5,755.50
5000006	5000006 NSF Check Fee Revenue			\$1,850.00
5000007	5000007 Transfer Fees Revenue			\$13,950.00
5000009	5000009 WasteWater Base Revenue			\$56,535.51
5000010	5000010 WasteWater Usage Revenue			\$31,055.09
5000012	5000012 Water Connection (Impact) Fee Revenue			\$892,500.00
5000013	5000013 WasteWater Impact Fee Revenue			\$110,490.00
5000014	5000014 Damaged Parts			\$648.97
5000015	5000015 Water Acquisition Fee			\$1,621,950.00
5000016	5000016 Storage Recovery Fee			\$747,150.00

Meeting Packet 06/03/2025



Crystal Clear Special Utility District
Trial Balance
Fiscal Year: 2025 - 2026
For the Period Ending 3/31/2026

Fund			Debit	Credit
Account Number	Account Description			
5000103	5000103 Engineer Fees (Studies)			\$17,630.00
5000106	5000106 Meter Relocation/Install Fees			\$142,425.00
5000107	5000107 Cust. Svc/Bores/Line Ext.			\$5,923.32
5000109	5000109 CRWA Bond Debt Service			\$580,814.70
5000110	5000110 HCPUA/Cherryville (Reimburse)			\$661,869.98
5000111	5000111 TWDB Bond Debt Service			\$614,951.67
5000112	5000112 Franchise Fee-Staples			\$2,636.21
5000113	5000113 Franchise Fees-Seguin			\$3,365.58
5000115	5000115 TCEQ Regulatory Comp. Fees			\$58,007.57
5000116	State Fee			\$25,782.95
5000117	Engineering Fees - Developer Feasibility Studies			\$79,522.85
5000122	Survey/Consultant Fees - Developer			\$17,196.75
5000201	5000201 Interest Income			\$363,346.43
5000202	5000202 Benevolence Contributions			\$5,890.42
5000203	5000203 R & R Funded Depreciation			\$305,546.85
5000218	5000218 - Admin Fees			\$35,044.00
5000223	5000223 - Developer Inspection Fee			\$97,920.00
5000225	5000225 - Seguin Wastewater - Navarro Ranch - Admi		\$718.77	
8020001	8020001 Health Insurance		\$233,991.16	
8020002	8020002 Life/AD&D/LTD		\$30,046.49	
8020012	8020012 CCSUD Company & Property Ins		\$167,340.00	
8030001	8030001 CRWA Bond payments		\$375,042.74	
8035001	8035001 Engineering Fees General		\$109,181.20	
8035003	8035003 La Costa Env Fees		\$380.00	
8035009	8035009 Eng. Fees (Dev. Feasibility Study)		\$106,328.35	
8035010	8035010 Eng. Fees - Cx Meter Req (Eng. Study)		\$3,818.75	
8035011	8035011 EASEMENT FEES		\$385.00	
8037001	8037001 Election Services		\$13,246.24	
8037005	8037005 Web-based Program/Software Usage Fees		\$13,048.40	
8037006	8037006 Surveying		\$14,825.00	
8037012	8037012 SCADA Support - Professional Svcs		\$7,886.25	
8037016	Rate Study		\$14,020.00	
8037017	8037017 Consultant Fee		\$148,269.75	
8040001	8040001 Auditor fee		\$18,025.00	
8040002	8040002 Attorney Fees		\$255,076.44	
8045001	8045001 TCEQ State Water Assessment Fee		\$52,236.79	
8045004	8045004 Seguin Wastewater		\$233,879.49	
8050002	8050002 Office Supplies		\$28,736.14	
8050003	8050003 Postage / Freight		\$25,629.17	
8050004	8050004 Office Equipment Maint/Purch/Lease		\$29,363.32	

Meeting Packet 06/03/2026



Crystal Clear Special Utility District
Trial Balance
Fiscal Year: 2025 - 2026
For the Period Ending 3/31/2026

Fund			Debit	Credit
Account Number	Account Description			
8050005	8050005 Company Telephones		\$36,743.29	
8050006	8050006 Banking Fees		\$6,000.22	
8050007	8050007 Office Facilities Maintenance		\$14,260.47	
8050010	8050010 Annual Software Maintenance Fee		\$71,163.89	
8050011	8050011 Advertisements & Notices		\$1,445.60	
80515	80515 Bad Debt Expense		\$18,150.00	
8060001	8060001 Pump & Motor Repair & Maint		\$34,798.27	
8060005	8060005 Construction Meter Cali & Test		\$2,475.00	
8060007	8060007 Plant Maintenance		\$315,738.28	
8060012	8060012 Licenses/Dues/Testing		\$1,442.00	
8060014	8060014 Training & Conferences		\$35,589.33	
8060016	8060016 TCEQ Annual Permit Fees		\$25,308.90	
8060017	8060017 Trash		\$7,857.50	
8060018	8060018 Safety Training-Equipment & Supplies		\$357.85	
8060019	8060019 Chemicals		\$21,005.72	
8060020	8060020 Uniforms		\$28,837.84	
8060021	8060021 TCEQ Regulatory Comp Testing		\$49,306.75	
8060023	8060023 811 Services		\$8,145.45	
8060030	8060030 Annual Memberships/Dues		\$7,620.00	
8060031	8060031 CSI Credit		\$54,050.02	
8070001	8070001 Vehicle & Equipment Fuel		\$52,583.38	
8070002	8070002 Vehicle repair & maint.		\$47,174.82	
8070005	8070005 Equipment Maintenance & Repair		\$8,840.73	
8080001	8080001 Bluebonnet Electric		\$12,798.65	
8080003	8080003 New Braunfels Utilities		\$40,044.20	
8080004	8080004 GVEC utilities		\$44,661.49	
8090001	8090001 Contractor Repairs Line Leaks/Breaks		\$9,000.00	
8100001	8100001 Wages - hourly		\$1,010,437.15	
8100002	8100002 Wages - Salary		\$269,665.80	
8100007	8100007 Retirement		\$241,697.36	
8100008	8100008 Payroll Taxes		\$99,705.05	
8100013	8100013 Retirement 401k		\$7,141.24	
8150001	8150001 SHWSC Water purchases		\$47,359.50	
8150004	8150004 EAA Water Purchases		\$335,913.21	
8150006	8150006 McDonald Water Purchase		\$7,500.00	
8200002	8200002 GBRA water rights		\$77,200.02	
8200003	8200003 Wilcox Land leases		\$16,601.44	
8200004	8200004 GCGCD		\$12,486.06	
8210001	8210001 CRWA Purch/Rights/O&M/Admin		\$1,329,445.97	
8210030	8210030 ARWA (HCPUA) CCSUD		\$1,775,532.91	



Crystal Clear Special Utility District
Trial Balance
Fiscal Year: 2025 - 2026
For the Period Ending 3/31/2026

Fund			Debit	Credit
Account Number	Account Description			
8210031	8210031 ARWA (HCPUA) Cherryville		\$1,054,578.10	
Grand Total			\$126,328,425.97	\$126,328,425.97

Board Meeting Packet 06/03/2026

**FY 2025-2026 INVESTMENT REPORT
MARCH 2026**

INVESTMENT TYPE	BEGINNING BALANCE	CONTRIBUTIONS	WITHDRAWALS	INCOME EARNINGS	ENDING BALANCE	AVG. MONTH YIELD
TEXAS CLASS						
0001 GENERAL INVEST	\$ 603,743.11	\$ -	\$ -	\$ 1,939.25	\$ 605,682.36	3.78%
0002 BOND PLEDGE	\$ 2,218,301.99	\$ -	\$ -	\$ 7,125.25	\$ 2,225,427.24	3.78%
0003 REPAIR & REPLACEMENT	\$ 585,538.45	\$ -	\$ -	\$ 1,880.76	\$ 587,419.21	3.78%
0004 BENEVOLENCE	\$ 34,024.82	\$ -	\$ -	\$ 109.29	\$ 34,134.11	3.78%
0005 REQUIRED DEBT SVC	\$ 1,205,919.69	\$ -	\$ -	\$ 3,873.47	\$ 1,209,793.16	3.78%
0006 RESERVED FLEET & EQUIP	\$ 319,385.99	\$ -	\$ -	\$ 1,025.86	\$ 320,411.85	3.78%
0007 RESERVED CCSUD CIP	\$ 3,914,077.91	\$ -	\$ -	\$ 12,572.12	\$ 3,926,650.03	3.78%
0008 ZORN PROJECT	\$ 5,193,755.99	\$ -	\$ -	\$ 16,682.49	\$ 5,210,438.48	3.78%
0009 WATER ACQUISITION	\$ 789,447.50	\$ -	\$ -	\$ 2,535.75	\$ 791,983.25	3.78%
0010 WATER IMPACT ACCOUNT	\$ 883,250.26	\$ -	\$ -	\$ 2,837.03	\$ 886,087.29	3.78%
0011 STORAGE RECOVERY ACCT	\$ 670,656.19	\$ -	\$ -	\$ 2,154.17	\$ 672,810.36	3.78%
SWEEP ACCT	\$ 3,113,838.55	\$ 779,987.04	\$ 1,499,897.25	\$ 4,723.37	\$ 2,398,651.71	
MONEY MARKET ACCT	\$ 1,078,467.66	\$ 588,674.92		\$ 2,245.23	\$ 1,669,387.81	1.85%
TOTAL	\$ 20,610,408.11	\$ 1,368,661.96	\$ 1,499,897.25	\$ 59,704.04	\$ 20,538,876.86	3.62%

CAP IMP BANK ACCT - INACTIVE

Jennifer Dickerman, Investment Officer/HR/Finance Mgr.

Stephanie Haseloff, Investment Officer/Development/Project Mgr.

Yesenia Smith, Investment Officer/Office Mgr.

BYLAWS OF THE CRYSTAL CLEAR SPECIAL UTILITY DISTRICT

ARTICLE I. OFFICERS

SECTION 1. The Board of Directors shall elect from its number a President, Vice President and Treasurer who shall constitute the elective Officers of the District.

SECTION 2. The Board of Directors shall appoint a Secretary who shall not be a member of the Board.

SECTION 3. The Board of Directors may appoint a General Manager, who shall not be a member of the Board or former member of the Board. All other management and subordinate employees, none of whom shall be members of the Board, shall be employed by the General Manager in accordance with policies prescribed by the Board.

SECTION 4. The President, Vice President and Treasurer shall each serve for a term beginning on the date of the December regular meeting and ending as of the date of the next December regular meeting. A Director's term as an Officer also expires concurrently with the Director's departure from the Board of Directors.

SECTION 5. The election of the President, Vice President and Treasurer shall be held at the regular meeting of the Board to be held in December of each year. If for any reason the regular December meeting shall not be held in any such year at the scheduled time the election shall be held at the next meeting following such date whether it be a special or regular meeting.

SECTION 6. If for any reason a vacancy should occur in the office of the President, Vice President or Treasurer, the President or other presiding Officer of the Board of Directors shall appoint a successor until the next regular election of Officers under the preceding section.

SECTION 7. Duties and District of the Elective Officers.

- (a) The President shall preside at the meetings of the Board and shall carry out such other functions and directions as may be given the President by the Board of Directors.
- (b) The Vice President shall assist the President and shall perform such other specific duties as may be directed by the Board of Directors or its Executive Committee. In the event of the inability or failure of the President to preside at meetings of the Board, the Vice President shall perform such duty.
- (c) The Treasurer shall assist the President and shall perform such other specific duties as may be directed by the Board of Directors or its Executive Committee. In the event of the inability or failure of the President and Vice President to preside at meetings of the Board, the Treasurer shall perform such duty.

ARTICLE II. MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. A quorum for the transaction of all business at any regular or special meeting of the Board shall consist of a simple majority of the then effective membership of the Board.

SECTION 2. Regular meetings of the Board of Directors shall be held on dates selected by the President or the then presiding Officer.

SECTION 3. Special meetings may be called by the President or by a majority of the then sitting Board of Directors on application to the Secretary.

SECTION 4. Notice of a regular or special meeting shall be sent by the Secretary to the Board in accordance with the posting requirements of the Open Meetings Act. Such notices shall state the time and place where the meeting is to be held as determined by the President or then presiding Officer. Nothing herein shall preclude a special meeting from being held on an emergency basis consistent with the requirements of the Open Meetings Act.

SECTION 5. Prior to each regular or special meeting, the General Manager shall cause an agenda to be delivered to each Director.

ARTICLE III. GENERAL MANAGER

SECTION 1. The General Manager is vested with full authority to discharge the responsibilities of the office under the direction of the President and subject to the policies established by the Board of Directors.

SECTION 2. The Secretary and all other management employees shall be responsible to the General Manager who in turn shall be responsible to the Board of Directors for the conduct of the business of the District.

SECTION 3. The General Manager shall be particularly concerned with the following:

- (a) The recommendation of policy to the Board of Directors;
- (b) The execution of policies approved by the Board of Directors and of directives of the President;
- (c) The recommendation to the Board of Directors of professional consultants to be employed by the District; and,
- (d) The preparation of a recommended annual budget to govern all operations of the District for each oncoming fiscal year, the submission of same for review to the Directors, and the execution of the policies and programs contained in the annual budget as approved by the Board of Directors.

SECTION 4. With the written concurrence of the District's President, the General Manager shall designate an employee of the District who would serve on a temporary basis as Acting General Manager in the event of the General Manager's absence, inability to act or death.

ARTICLE IV. COMMITTEES

SECTION 1. Ad Hoc Committees.

- (a) The President shall have the authority to create and dismiss ad hoc committees of the Board of Directors. The President shall be responsible for the selection of a Chair of

each ad hoc committee the President creates, who shall serve at the President's pleasure.

- (b) The purpose of ad hoc committees is to make recommendations to the Board of Directors on specific, limited subjects selected by the President. Ad hoc committees cannot act on behalf of the Board of Directors.
- (c) The agendas of ad hoc committees shall be approved by the Board of Directors.
- (d) Each ad hoc committee shall have a minimum of three members including its Chair, the number of which shall be selected by the President. The members of ad hoc committees shall be appointed by the President.

ARTICLE V. AMENDMENTS

These Bylaws may be amended by the affirmative vote of a majority of the effective membership of the Board at any regular meeting or at any special meeting, provided that any proposed amendments to be considered at a special meeting shall be submitted to the Directors in, or in connection with, the notice of the call of the special meeting.

Updated May 28, 2026

Board Meeting Packet 06/12/2026

**CRYSTAL CLEAR SPECIAL UTILITY DISTRICT
NON-STANDARD WATER SERVICE AGREEMENT**

This Crystal Clear Special Utility District Non-Standard Water Service Agreement (the “Agreement”) is made and entered into by and between Palomino Alpha, LLC, a Texas limited liability company (hereinafter referred to as “Palomino” or “Customer”), and Crystal Clear Special Utility District, a Texas political subdivision and conservation and reclamation district created and operating pursuant to special and general Texas laws (the “District” or “CCSUD”). Palomino and the District are individually referred to herein as a “Party” and collectively, the “Parties” to this Agreement.

RECITALS

WHEREAS, Customer is engaged in developing approximately 870 acres of land, consisting of several tracts currently owned by third parties (the “Landowners”) located southwest of the Lower Colorado River Authority Zorn Substation, east of Center Point Road, south of Braune Road and north of Dreibrodt Road in unincorporated Guadalupe County, Texas, said land being identified by the mapping and deeds attached hereto and incorporated by reference as Exhibit A (the individual tracts collectively referred to as the “Property”); and

WHEREAS, Customer is planning to develop the Property for industrial use and has entered into purchase agreements with the Landowners for the Property; and

WHEREAS, Customer has obtained and provided letters of authorization from each of the Landowners of the Property to enter into this Agreement, copies of which are attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Customer ultimately requires an estimated 0.5 million gallons per day (“MGD”) of potable retail water service to the Property, equating to 1,667 Living Unit Equivalents (“LUEs”) at full buildout based on Customer’s desired phasing schedule, attached hereto and incorporated by reference as Exhibit C, and further requires fire flow of 2,200 gallons per minute (“GPM”) for four consecutive hours; and

WHEREAS, Customer has requested that the District provide such retail water service to the Property through an extension of the District’s water system; and

WHEREAS, the Parties have cooperated to determine that the proposed service is feasible with the construction of additional infrastructure by Customer on the District’s behalf; and

WHEREAS, the District has studied the feasibility of providing Customer with the requested level of service, has determined that it has sufficient water supply to do so, and has further determined the required real property requirements and infrastructure improvements (the “Water System Extension”) for the provision of the Customer’s specified level of service as reflected in the May 11, 2026 Palomino Alpha Data Center Feasibility Study prepared by M&S Engineering, the

District's consulting engineer, and is incorporated into this Agreement for all purposes as Exhibit D; and

WHEREAS, Customer has received and reviewed Exhibit D, and Customer understands and acknowledges that Customer must design, construct and pay all costs associated with the Water System Extension and provision of retail water service to the Property determined by the District to be reasonable and necessary for the District to provide water service to the Property; and

WHEREAS, Customer understands and acknowledges that the District's commitment to provide service pursuant to this Agreement is expressly conditioned on Customer's compliance with this Agreement, including but not limited to the instantaneous delivery limits in gallons per minute ("GPM") in the phasing schedule provided in Exhibit C, and the District's Rules and Regulations and the timely payment of all fees and costs.

NOW THEREFORE, for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the District and Customer covenant and agree as follows:

AGREEMENT

1. Recitals.

The foregoing recitals are incorporated by reference into this Agreement.

2. Engineering and Design of the Water System Extension and On-Site Distribution System.

(a) Water System Extension.

The Water System Extension consists of all infrastructure and facilities specified in the Approved Extension Plans (as defined herein) to the point of delivery provided in Exhibit E, required to provide non-standard master-metered water utility service to the Property consistent with Customer's anticipated requirements. The non-standard service infrastructure requirements of the Water System Extension are set forth in Exhibits D and E.

The Water System Extension shall be engineered and designed at the expense of Customer by Customer's consulting engineer, under the applicable Texas Commission on Environmental Quality ("TCEQ") and the Texas Board of Professional Engineers ("TBPE") rules and the District's construction guidelines (the "Construction Guidelines") which include District's standard details, standard water main notes, water design criteria, specifications and electrical design criteria, as applicable. All engineering and designs for the Water System Extension up to and including the point of delivery must be reviewed and approved by the District's consulting engineer prior to the issuance by Customer of any notice to proceed with construction.

At Customer's point of delivery, it shall design and install such facilities as are required to limit deliveries to the instantaneous limits set forth in Exhibit C for each phase of deliveries. Customer is prohibited from taking deliveries in excess of the instantaneous delivery rates for each phase as set forth in Exhibit C.

Customer and the District recognize that the plans for the proposed industrial facility on the Property have not been finalized and that the specifications for the Water System Extension may be subject to further revision to reflect the actual final service requirements for the Property. The Water System Extension shall be sized, at a minimum, to provide continuous water service in the amounts specified herein to the Property specified in Exhibit D.

The District's consulting engineer will coordinate with Customer's consulting engineer regarding the design, including the application of the Construction Guidelines, of the proposed Water System Extension for the purpose of verifying that the as-designed Water System Extension will be capable of providing continuous water service in the amounts specified herein to the Property as required by Customer. Once the plans and specifications have been mutually agreed upon and approved by the District's consulting engineer and Customer's consulting engineer, the design specifications shall constitute the "Approved Extension Plans" and shall be incorporated into this Agreement as Exhibit E.

Customer has specified that its data center will require an initial average daily flow rate of 0.05 MGD with an eventual average daily flow rate of 0.5 MGD according to the phasing schedule reflected in Exhibit C, attached hereto and incorporated by reference for all purposes. Customer has further specified that it requires fire flow service of 2,200 GPM for four consecutive hours through each phase of development. Deliveries for fire suppression shall be made at a point of delivery dedicated for that purpose designed and constructed by Customer, for the purpose of limiting deliveries for all other purposes to the instantaneous delivery limits in GPM set forth in Exhibit C.

The Parties specifically agree that the District shall have no responsibility for the provision of instantaneous pressure exceeding TCEQ requirements for a public water system, and further agree that the District's provision of retail service to Customer constitutes base flow. The District shall not be responsible for and Customer may not take or demand any "peak flow" beyond the maximum daily rate stated in GPM in Exhibit C. The Parties agree that the Customer-constructed and owned On-Site Distribution System improvements, such as on-site storage, shall be utilized for the purpose of meeting Customer's instantaneous delivery requirements to the extent those requirements exceed TCEQ requirements or Exhibit C.

(b) On-Site Distribution System.

All water lines, service lines, storage and related portions of the infrastructure that is downstream of the point or points of delivery and meter or meters (the "On-Site Distribution System") shall be engineered and designed at the sole expense of Customer by Customer's consulting engineer, who shall be responsible for overseeing the construction of the On-Site Distribution System under the applicable rules of the TCEQ and TBPE.

Customer shall construct, at its expense, the On-Site Distribution System, which includes all of the water utility infrastructure within the Property necessary to provide fire-fighting services in accordance with applicable local, state, or federal regulations on fire flow, storage and

infrastructure requirements. Customer and its assigns shall bear all costs incurred for the design and construction of the On-Site Distribution System.

(c) Cost Changes.

Customer shall bear all reasonable and properly incurred costs for the construction and installation of the Water System Extension, including any increased costs for labor, materials, or supplies due to market changes after the plans for the Water System Extension have been approved. Notwithstanding the foregoing, in the event the District elects to upsize the Water System Extension improvements in order to serve additional customers of the District, then the District shall be responsible for the full cost of such upsizing and any upgrades and improvements necessitated by any upsizing or upgrades.

3. Required Easements or Rights-of-Way.

(a) On-Site Easements.

Customer shall dedicate to the District at no cost any easements or land rights on the Property required by the District to serve the Property (the “On-Site Easements”). Electric, telephone, and any other utilities shall remain outside of the District easement(s) unless specifically consented to in writing by the District. All On-Site Easements for pipelines or rights in real property granted or conveyed to the District inside the Property shall be in a form acceptable to and approved by the District. Such On-Site Easements for pipelines shall not be less than 20-feet in width. Any On-Site Easements or fee property required for surface or subsurface facilities other than pipelines shall be sized to permit convenient operations and maintenance thereof. After Customer has provided District with the site plan for the Property, the District may request additional reasonable On-Site Easements from the Customer inside the boundaries of the Property for water system lines dedicated to serve the facilities built on the Property; provided, however, that the District must notify Customer of any such request for additional On-Site Easements within sixty (60) days of Customer’s submittal of the site plan to the District. Customer agrees not to unreasonably withhold or delay the granting of such additional On-Site Easements without compensation to Customer.

(b) Off-Site Easements.

If any other easements or fee interests are required outside of the Property for the Water System Extension, the District shall acquire any such easements on privately owned land or fee property determined to be necessary for the construction and operation of the Water System Extension improvements (the “Off-Site Easements”). Rights acquired shall be in a form satisfactory to the District. Customer shall be responsible for all costs associated with the District’s acquisition of the Off-Site Easements, including the cost of any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement(s). In the event that the District is required to exercise its statutory right of eminent domain to obtain any Off-Site Easements or fee property determined by the District to be necessary for the Water System Extension, Customer shall be responsible for all such costs, including, but not limited to, all consideration and reasonable litigation costs of the District, witness and special commissioners’ fees, appraisals and right-of-way subcontractor fees. The District may require Customer to escrow all such projected costs before initiating any condemnation actions or the

Parties may agree that Customer shall pay all such costs directly to the District's agents that incur such costs on behalf of the District. Customer acknowledges and consents to any delays to final provision of retail public water utility service to the Property arising from condemnation proceedings initiated to obtain the necessary rights in real property.

The District shall acquire pipeline easements with a width of not less than 20 feet. The District shall locate the pipeline easements on private property along a route that best facilitates the most reliable and efficient operation of the Water System Extension. Any easements or fee property required for surface or subsurface facilities other than pipelines shall be sized to permit convenient operations and maintenance thereof.

For pipeline construction in Off-Site Easements, the District shall acquire a temporary construction easement of no less than 20 feet parallel and adjacent to said pipeline easements for the period necessary to construct and test the pipelines to be constructed. The District shall acquire temporary easements for bore pits or in the vicinity of equipment installation of sufficient size for safe construction operations. After the newly constructed pipeline, utility plant, or other facilities have been constructed and placed into commercial operation, the temporary construction easements shall terminate.

(c) Permits.

The District hereby authorizes Customer and Customer's consulting engineers to apply for and obtain all permits necessary for the development of the Water System Extension, and agrees to reasonably cooperate, and to cause the District's consulting engineers to reasonably cooperate with Customer and Customer's consulting engineers in obtaining such permits.

4. Term of Contract.

This Agreement shall bind the parties hereto following the Effective Date (as defined in Section 20 of this Agreement) for a period of ten years (the "Initial Term") and shall automatically renew following expiration of the Initial Term for successive one-year periods (each such period, an "Additional Term"). This Agreement shall be renewed for Additional Terms by the District's Board provided that the Customer is in compliance with its terms and the District's Rules and Regulations at the time of renewal. Use of water in excess of the instantaneous delivery limits in GPM set forth in Exhibit C other than for fire suppression purposes shall be grounds for termination of this Agreement and non-renewal of this Agreement for Additional Terms.

5. Construction of the Water System Extension.

(a) Customer shall select a contractor to construct the Water System Extension that has satisfactorily completed five projects of similar scope and size in the past five years and shall provide the District evidence thereof. No construction will commence until plans and specifications for the Water System Extension have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law, if any such approval is required.

(b) The Water System Extension improvements shall be constructed by Customer in accordance with the Approved Extension Plans and in accordance with all applicable laws, regulations, and requirements of all regulatory authorities having jurisdiction. Water System Extension construction must commence within one year of the District's formal approval of the final construction plans and no later than two years following the Effective Date of this Agreement.

(c) No construction will commence until plans and specifications for the Water System Extension improvements have been submitted to and approved by the District's consulting engineer, provided that the scope of the District consulting engineer's review and approval of the On-Site Distribution System plans shall be limited solely to confirmation of compliance with the District's legal and regulatory obligations as a public water service provider and retail public utility pursuant to state law and regulatory requirements, with such District approval not to be unreasonably withheld or delayed. Customer must give written notice to the District of the date on which construction of the Water System Extension improvements is scheduled to begin so that the District may assign an inspector, who shall be permitted by Customer and Customer's contractor to observe all work performed. Customer shall be responsible for all costs associated with such inspector's work.

(d) Customer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Water System Extension construction.

(e) **INDEMNITY**. Customer shall indemnify and defend the District for any claims, demands, suits, or causes of action asserted against the District related to the Water System Extension improvements caused by the negligent acts or omissions of Customer, its engineer(s), its contractor(s), or its subcontractor(s). All rights and protections of the District in this Paragraph 5(e) shall be extended to the District's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s) (the "District Indemnified Parties"). To the fullest extent permitted by Texas law, Customer shall indemnify and defend the District Indemnified Parties against all demands, legal action (whether filed or threatened), liabilities, damages (including actual, special, consequential, and exemplary/punitive damages), expenses, fines or penalties of any nature or description arising from the performance or non-performance of Customer's engineer(s), contractor(s), or subcontractor(s) work; any breach or default by Customer's engineer(s), contractor(s), or subcontractor(s); failure by Customer's engineer(s), contractor(s), or subcontractor(s) to maintain any insurance policies or comply with applicable insurance requirements; violations of or failure to comply with any applicable laws, ordinances or regulations by Customer's engineer(s), contractor(s), or subcontractor(s); claims arising from violation by Customer's engineer(s), contractor(s), or subcontractor(s) of laws and obligations regarding hazardous materials or pollution; claims of any creditor to or assignee of Customer's engineer(s), contractor(s), or subcontractor(s); and, claims arising from property damage to property of third parties by Customer's engineer(s), contractor(s), or subcontractor(s).

(f) The Customer shall cause its contractor to comply with and furnish performance and payment bonds for all work performed pursuant to and in compliance with Texas Government Code Chapter 2253. Bonds shall be provided to the District prior to commencement of any construction of the Water System Extension.

6. Water System Extension Ownership, Dedication, and Maintenance Responsibility, including Maintenance Bond.

(a) Acceptance and Conveyance of Water System Extension.

Water System Extension completion shall occur on the date when the District reasonably determines that the Water System Extension improvements to the point of interconnection with the On-Site Distribution System improvements have been completed and are capable of providing the water service as required under this Agreement. Upon proper completion of construction of the Water System Extension and final inspection thereof by the District, the Water System Extension improvements shall be dedicated to the District by an appropriate legal instrument approved by the District's counsel.

(b) Maintenance Responsibility, including Maintenance Bond.

Upon acceptance of the facilities described in Section 6(a), the District shall thereafter own and maintain all Water System Extension improvements. Customer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension improvements into compliance with all state, federal, and District standards before acceptance by the District. The District shall have reasonable discretion in determining when the Water System Extension improvements are acceptable. The Water System Extension improvements shall thereafter be owned and maintained by the District, provided, however, that Customer shall warrant the construction and suitability of the same for a period of two calendar years from District acceptance thereof and shall bear all costs of repairs and improvements during this warranty period. The two-year warranty required shall be secured with a maintenance bond provided to the District at Customer expense. Specifically, Customer agrees to provide to the District, or cause the contractor constructing the Water System Extension to provide, a Maintenance Bond in a form and from a surety acceptable to the District for all the Water System Extension. The Maintenance Bond shall provide for the repair of any defects in materials, equipment, or workmanship for the Water System Extension appearing within two (2) years from the date the Water System Extension is accepted by the District and shall be in an amount equal to fifteen percent (15%) of the total construction costs of the Water System Extension, as determined by the District's consulting engineer. Nothing herein shall be construed as obligating the Customer to maintain the Water System Extension improvements following their completion, acceptance by the District, and expiration of the two-year warranty period. After acceptance by the District of the improvements described in Section 6(a), Customer's maintenance obligations shall be limited to the On-Site Distribution System improvements, which begin at the discharge side of the meter(s).

Following completion of the On-Site Distribution System improvements, Customer shall own, operate, and shall be solely responsible for the repair and maintenance of said On-Site Distribution System improvements and the District shall bear no liability for failure to supply the requested retail potable water service to Customer arising from failure of said On-Site Distribution

System improvements to be maintained in a state capable of taking delivery of said retail potable water service.

7. Cost of the Water System Extension.

Customer shall pay all costs associated with the Water System Extension, including, without limitation, the cost of the following:

- (a) engineering and design, including but not limited to revised feasibility study fees, review and approval of designs and plans, which will be replenished by Customer as needed and is referred to as the engineering escrow to be paid as set forth in Exhibit F, to be replenished by Customer as needed upon the balance therein being reduced to \$10,000 or less and is referred to as the inspection escrow, with the initial \$50,000.00 payment due within 90 days of the District's Board of Directors' approval of this Agreement;
- (b) easement or right-of-way or other real property interest acquisition, as further described in Section 3(a) and Section 3(b), including attorneys' fees associated with any required eminent domain proceedings;
- (c) construction, as further described in Section 5;
- (d) change orders;
- (e) inspections, as further described in Section 5, to be billed an initial \$50,000.00 to be replenished by Customer as needed upon the balance therein being reduced to \$10,000 or less and is referred to as the inspection escrow, with the initial \$50,000.00 payment due within 90 days of the District's Board of Directors' approval of this Agreement;
- (f) a contract initiation fee in the amount of \$20,000.00 for legal costs incurred by the District in connection with the preparation of this Agreement, which shall be paid by Customer to the District within ninety (90) days of the District's Board of Directors' approval of this Agreement; provided, however, that if the District's actual legal costs exceed the contract initiation fee, the District may invoice Customer for any additional legal costs associated with the preparation of this Agreement, and Customer shall reimburse the District for its reasonable legal fees within thirty (30) days of receipt of an invoice that details such legal costs;
- (g) governmental or regulatory approvals and permits required to lawfully provide service;
- (h) storage and pump station capacity buy-in costs ("Extra-System Capacity Fee") in the amount calculated by the District's consulting engineer on a per LUE basis and as reflected in Exhibit D. The Extra-System Capacity Fee is \$2,405.00 per LUE on the Effective Date of this Agreement. Extra-System Capacity Fees are payable according to the payment schedule attached to this Agreement as Exhibit F, including payment of the Extra-System Capacity Fee for Phase 1 in the amount of \$401,635.00 within 120 days of

the District's Board of Directors' approval of this Agreement.

- (i) Water Acquisition Fees in the amount then in effect under the District's Rules and Regulations and payable pursuant to the payment schedule attached to this Agreement as Exhibit F, including payment of the Water Acquisition Fee for Phase 1 in the amount of \$1,417,830.00 within 120 days of the District's Board of Directors' approval of this Agreement.
- (j) the District's prescribed Connection (Impact) Fees for the requested level of service in the amount then in effect under the District's Rules and Regulations at the time of meter set; and
- (k) following the initiation of service, payment of all applicable rates for the provision of retail water service to the Property.

Customer agrees to reimburse the District for its reasonable costs within 30 days of receipt of an invoice that details the District's engineering fees, reasonable attorneys' fees, eminent domain counsel costs, appraisal and appraiser costs, right-of-way agent costs, and other reasonably incurred costs associated with the Water System Extension, which costs shall be supported by written invoices issued by the District itemizing said cost. The Parties shall reasonably cooperate to resolve any disputed invoices hereunder. The District agrees to keep accurate records of all costs expended and to provide Customer with copies of all payroll vouchers, bills, invoices, and any other documents necessary to substantiate the costs incurred by the District or its Contractors in performance of the work related to the Water System Extension by the District to Customer for which it seeks reimbursement from Customer. Customer is entitled to audit and verify any such documentation provided by the District or the District's agents. In like manner, the District shall invoice Customer for reasonably incurred costs incurred in connection with reviewing plans for the Water System Extension, easement and fee simple property acquisition, including costs associated with District's exercise of its statutory right of eminent domain on a monthly basis through the construction and dedication of the Water System Extension improvements to the District and the commencement of retail public utility service.

8. Service from the Water System Extension.

- (a) Following completion and dedication of the Water System Extension improvements, the District shall provide continuous and adequate water service to the Property under the requirements of the District's state-issued certificate of convenience and necessity, applicable Public Utility Commission of Texas regulations and all duly adopted District Rules and Regulations upon payment of all standard rates, as specifically modified by this Section, fees, and charges as reflected in the District's Rules and Regulations, including but not limited to Water Acquisition Fees, Extra-System Capacity Fees, and Connection/Impact Fees as addressed in Section 7 of this Agreement.

Customer acknowledges that the District's primary function consists of service to residential and small commercial customers, that the District's provision of 0.5 MGD pursuant to this Agreement may affect the District's ability to serve other new customers

pending the development of additional water supply. Accordingly, Customer agrees that, beginning with the initiation of service by the District to the Property, the District's minimum monthly bill will reflect the following consumption per development phase (as reflected in Exhibit C) without regard to whether Customer takes delivery of less than the following volumes in each such development phase:

<u>Phase</u>	<u>Minimum Billed Consumption</u>
Phase 1 (167 requested LUEs)	.025 MGD
Phase 2 (667 requested LUEs)	0.1 MGD
Phase 3 (1,167 requested LUEs)	0.2 MGD
Phase 4 (1,667 requested LUEs)	0.25 MGD

(b) Unless the prior approval of the District is obtained, Customer shall not:

- (1) construct or install additional water lines or facilities to service areas outside the Property;
- (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement and pursuant to which a higher level of water service would be required;
- (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity; or
- (4) consume or demand more water in GPM than is permitted for delivery under the phasing schedule attached as Exhibit C.

9. Use in Excess of Phase Commitment.

At or near to the point of delivery, as is established in Exhibit E, and as a component of the Water System Extension, Customer will design and construct facilities that automatically limit the quantity of water that may be delivered in GPM so that Customer cannot exceed the volume committed to Customer in the phasing schedule attached hereto as Exhibit C. It shall be a material breach of this Agreement by Customer if Customer takes more water in a 24-hour period beginning at 12:00 AM and ending at 11:59 PM than is scheduled for delivery to Customer under Exhibit C. Anything to the contrary in this Agreement notwithstanding, the District may terminate service to Customer until such time as repairs or additional improvements are made to limit the volume of water to Customer such that it cannot exceed the phasing schedule in Exhibit C. In addition and without limiting the remedy of termination of service, Customer acknowledges that a breach of the volume limits in Exhibit C may cause irreparable harm for which monetary damages alone would be an inadequate remedy. Therefore, in the event of a breach of those limits, the District

shall be entitled to seek equitable relief, including injunctive relief, without the necessity of proving actual damages.

10. Effect of Force Majeure.

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to alleviate such situation and to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the force majeure to the other Party.

The cause of the force majeure occurrence, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, and any other incapacities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

11. Notices.

Any notice, demand or request required or permitted to be given hereunder by either Party to the other Party shall be in writing and may be effected by (i) depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Party, (ii) personal delivery to the Party, or (iii) facsimile or electronic mail to the facsimile numbers and electronic mail addresses set out below. Notice shall be deemed delivered, whether received or not: (a) on the day of actual receipt if delivered in person, or by messenger or overnight courier with receipt of delivery; or (b) on the day sent, if sent by electronic mail before 5:00 p.m. local time of the recipient (otherwise, the following business day), with receipt of an electronic mail transmission with confirmation of delivery; or (c) on the earlier of the day of actual receipt or three business days after deposit, if deposited with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, addressed to the intended recipient, at the address set forth below.

Any notice to the District shall be addressed:

Crystal Clear Special Utility District
Attention: General Manager
2370 FM 1979
San Marcos, Texas 78666
(830) 372-1031

with copy to:

Howard S. Slobodin
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
(512) 474-9100
Email: hslobodin@terrillwaldrop.com

Any notices to Customer shall be addressed:

Palomino Alpha LLC
c/o Matt Hainline
3801 North Capital of Texas Highway, Suite E240
Austin, Texas 78746

with copy to:

Jackson Walker LLP
Attn: Pamela Madere
100 Congress Avenue, Suite 1100
Austin, Texas 78701
(512) 236-2048
Email: pmadere@jw.com

Either Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

12. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

13. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

14. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the District and Customer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

15. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of the District.

16. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the TCEQ or Public Utility Commission of Texas as consistent with their respective jurisdiction and in the appropriate courts of Travis County, Texas.

17. Dispute Resolution.

In the event of a dispute under this Agreement, the complaining Party will serve upon the other Party a written notice summarizing the nature of the dispute, and the Parties involved will cooperate in good faith to informally resolve such dispute. If the Parties are unable to informally resolve such dispute after 30 business days following the date of the notice of dispute, the parties will attempt to resolve the dispute by employing non-binding mediation utilizing a mutually agreed-upon mediator with experience in the utility service industry. If, after 30 business days following the commencement of mediation described in the preceding sentence, the dispute remains unresolved, then either Party may submit such dispute for resolution by litigation.

18. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and permitted assigns of the parties.

19. Assignability.

Neither Party may assign its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, that no prior written consent of the District shall be required in the event of an assignment by Customer: (a) to an affiliate; (b) in connection with a financing transaction by Customer; or (c) in connection with a sale or other transfer of Customer's interest in the Property or the facilities constructed thereon, provided that the assignee of such interest shall be bound by the obligations set forth in this Agreement, and further provided that the District may assign its rights and obligations under this Agreement to a retail public utility successor in interest.

20. Effective Date.

This Agreement shall be effective from and after the date of execution by the last Party to execute this Agreement (the “Effective Date”).

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in the District’s Rules and Regulations governing the same matter, the Rules and Regulations shall prevail.

22. Counterparts.

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a Party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

(Signature Pages Follow)

Board Meeting Packet 06/03/2026

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CRYSTAL CLEAR SPECIAL UTILITY DISTRICT

By: _____

Title: _____

Date: _____

PALOMINO ALPHA, LLC

By: _____

Title: _____

Date: _____

Board Meeting Packet 06/03/2026

Attachment A - Property

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VOL 2835 PG 0485

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: January 21, 2010

Grantor: John Peter Forney, III and Sally Forney, husband and wife

Grantor's Mailing Address:

113 Hill Haven Drive
New Braunfels, Texas 78132
Comal County

Grantee: JP and Sally Forney Ranch, LLC, a Texas Limited Liability Company

Grantee's Mailing Address:

113 Hill Haven Drive
New Braunfels, Texas 78132
Comal County

Consideration:

Ten Dollars and other good and valuable consideration.

Property (including any improvements):

Being 126.95 acres of and out of the Charles Henderson League and Labor Survey, Abstract No. 147, Guadalupe County, Texas, and being the residue of that certain called 233.3 acre tract of land described in Volume 419, page 403 of the Deed Records of Guadalupe County, Texas, said 126.95 acres being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than liens and conveyances, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever.

Boards of Commissioners - UNOFFICIAL COPY NOT RECORDABLE - Packet 06/05/2020

EXHIBIT "A"

All that certain tract of land or parcel of land containing 126.95 acres of land out of the Charles Henderson League and Labor Survey, Abstract No. 147, Guadalupe County, Texas and being the residue of that certain called 233.2 acre tract of land described in Volume 419, Page 403 of the Deed Records of Guadalupe County, Texas; Said 126.95 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found on the northerly right-of-way line of Old Horn Road for the southeasterly corner and POINT OF BEGINNING of this parcel, same being the southwesterly corner of the Boelter 74.24 acre parcel of land described in Volume 645, Page 411 of the Deed Records of Guadalupe County, Texas;

Thence with said right-of-way line, South 88 deg 41' 00" West, a distance of 837.50 feet (called "West", 837.5 feet in said Volume 419, Page 403) to a ½ inch iron rod set for the most southerly southwest corner of this parcel, same being the southeasterly corner of the Wagner 50.21 acre parcel of land described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas;

THENCE leaving said right-of-way line and with the common line of this parcel with said 50.21 acre parcel, North 0 deg 40' 11" West, a distance of 2610.91 feet (called "North", 2605.2 feet in said Volume 419, Page 403) to a ½ inch iron rod set for an interior corner of this parcel, same being the northeasterly corner of said 50.21 acre parcel;

THENCE continuing with said common line, South 89 deg 35' 47" West, a distance of 854.70 feet (called "West", 854.7 feet in said Volume 19, Page 403) to a ½ inch iron rod found for the most westerly southwest corner of this parcel, same being located in the easterly line of the Koehler 67.721 acre parcel of land described in Volume 1271, Page 612 of the Official Records of Guadalupe County, Texas;

THENCE with the common line of this parcel with said 67.721 acre parcel, North 0 deg 24' 13" West (basis of bearings obtained from said Volume 1270, Page 612)), a distance of 1990.31 feet (called North 0 deg 24' 13" West, 1990.29 feet in said Volume 1271, Page 612) to a ½ inch iron rod found for the northwesterly corner of this parcel, same being the northeasterly corner said 67.721 acre parcel and lying

in the southerly line of the Mueller 50 acre parcel of land described in Volume 528, Page 884 of the Deed Records of Guadalupe County, Texas;

THENCE with the common line of this parcel with said 50 acre parcel, North 89 deg 37' 18" East, a distance of 1694.19 feet (called "East" in said Volume 419, Page 403) to a fence corner found for the northeasterly corner of this parcel, same being the southeasterly corner of said 50 acre parcel adjoining in the westerly line of the Kutscher 196.392 acre parcel of land described in Volume 895, Page 802 of the Official Records of Guadalupe County, Texas;

THENCE with the common line of this parcel with said 196.392 acre parcel, the Backus 99 acre parcel of land described in Volume 617, Page 592 of the Deed Records of Guadalupe County, Texas, the Backus 20.884 acre parcel of land also described in said Volume 617, Page 592 and the aforementioned Boelter 74.24 acre parcel of land, the following three (3) courses:

- 1). South 0 deg 01' 37" East, a distance of 1982.89 feet (called South 0 deg 09' West, 1996.0 feet in said Volume 419, Page 403) to a fence corner found;
- 2). South 1 deg 06' 59" East, a distance of 1040.69 feet (called South 0 deg 46' East, 1041.2 feet in said Volume 419, Page 403) to a 1 inch iron pipe found;
- 3). South 0 deg 46' 28" East, a distance of 1563.67 feet (called South 1 deg 02' East, 1564 feet in said Volume 419, Page 403) to the POINT OF BEGINNING and containing 126.95 acres of land, as surveyed and found on the ground on December 14 and 15, 1999.

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Board Meeting Packet 01/05/2020

FILED FOR RECORD
10 JAN 28 PM 3:15
TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY
BY *Rebecca Gonzalez*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.
Teresa Kiel
TERESA KIEL
Guadalupe County Clerk



Special Warranty Deed
Exhibit "A"

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: May 6, 2011

Grantor: Sally A. Forney, Trustee of the Rebekah Marguerite Rhodes Heritage Trust, dated December 9, 2010, u/a John P. Forney, III, Heritage Trust, dated January 21, 2010.

Grantor's Mailing Address: 113 Hill Haven Drive
New Braunfels, Texas 78132
Comal County

Grantee: JP and Sally Forney Ranch, LLC, a Texas Limited Liability Company.

Grantee's Mailing Address: 113 Hill Haven Drive
New Braunfels, Texas 78132
Comal County

Consideration: Ten Dollars and other good and valuable consideration.

Property (including any improvements)

An undivided one-third (1/3) interest in the following described real property:

Being 50.27 acre tract of land in the Charles Henderson Survey, Abstract 147, Guadalupe County, Texas, and being the same property conveyed in Volume 550, Page 311, Deed Records, Guadalupe County, Texas and being further described by metes and bounds in Exhibit "A" attached.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than liens and conveyances, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's

C

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Board Meeting Packet 06/03/2026

C

successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, when the claim is by through or under Grantor, but not otherwise.

By acceptance of this Deed, Grantees shall be bound to hold the Property as trustees upon the terms and conditions of the agreement creating the Rebekah Marguerite Rhodes Heritage Trust.

Parties dealing with the Trustees of the Rebekah Marguerite Rhodes Heritage Trust shall have no duty to inquire beyond this deed into the power of the Trustees, or their successors, to sell, lease, partition, exchange, encumber, or otherwise make disposition of the Property; and anyone making payment to the Trustees for the purchase or use of the Property shall not be responsible for the proper allocation of the payment according to the terms of the agreement creating the Rebekah Marguerite Rhodes Heritage Trust.

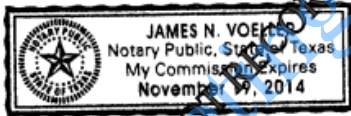
When the context requires, singular nouns and pronouns include the plural.

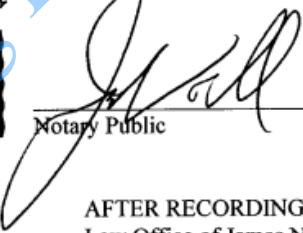

Sally A. Forney, Trustee of the Rebekah Marguerite Rhodes Heritage Trust, Grantor

STATE OF TEXAS)
)
COUNTY OF COMAL)

C

This instrument was acknowledged before me on May 6, 2011, by Sally A. Forney.




Notary Public

PREPARED WITHOUT OPINION
OR REVIEW OF TITLE BY:
Law Office of James N. Voeller
19311 F.M. 2252
San Antonio, Texas 78266

AFTER RECORDING RETURN TO:
Law Office of James N. Voeller
→ 19311 F.M. 2252
San Antonio, Texas 78266

C

EXHIBIT "A"

BEGINNING at a stake in the south line of said League and Labor 593.2/3 varas from the original southwest corner of said League and Labor;

THENCE with the east line of a 100.42 tract surveyed for Erhart Lehmann N. 0, 11' E. 957.6 varas to a stake and rock pile for the N.W. corner of this tract and the N.E. corner of the Erhart Lehmann tract of land;

THENCE east 294.4 varas to a stake for the northeast corner of this tract and the N.W. corner of the E. one half of said 100.42 acre tract;

THENCE south with the west line of the east one half of said 100.42 acre tract 957.6 varas to a stake in the south line of said League and Labor on the Prairie Lee road;

THENCE with road and south line of said League and Labor west 297.2/3 varas to the place of beginning, containing 50.21 acres of land.

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FILED FOR RECORD

11 JUN -9 PM 12: 56

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY *Munakwee*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

General Warranty Deed

FNT (P) 15.00
36965/ATC/CW

Date: August 3, 1999

11136

Grantor: Dorothy Frueh Geiger, Paul W. Geiger, Jr. as Independent Executor of the Estate of Paul William Geiger, Deceased, and Paul W. Geiger, Jr. and Miriam Geiger Bradley (formerly, Miriam Geiger Adams), Trustees under the will of Paul William Geiger, Deceased

VOL 1452 P80025

Grantor's Mailing Address: [include county]

Dorothy Frueh Geiger
1314 Progress Street
San Marcos, Texas 78666
in Hays County

Paul W. Geiger, Jr.
101 Six Pines
San Marcos, Texas 78666
in Hays County

Miriam Geiger Bradley
131 Hunt Circle
Madison, Ms. 39110
in Madison County

Grantee: Kenneth J. Cargil and Lillian B. Cargil

Grantee's Mailing Address: [include county]

5001 Center Point Road
San Marcos, Texas 78666
in Hays County

Consideration: Ten dollars (10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is retained.

Property (including any improvements):

Tract One: 15 acres of land, more or less, out of the Charles Henderson League in Guadalupe County, Texas as described more particularly by field notes labeled Exhibit "A" and attached hereto.

Tract Two: 15 acres of land, more or less, out of the Charles Henderson League in Guadalupe County, Texas as more particularly described by field labeled Exhibit "A" and attached hereto.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 1999, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every

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BOB McElroy
06/05/2026

VOL 1452 P60026

person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

Executed the dates of the acknowledgments below, to be effective on the date first above written.

Dorothy Frueh Geiger
Dorothy Frueh Geiger

Paul W. Geiger, Jr.
Paul W. Geiger, Jr., Independent Executor
of the Estate of Paul William Geiger,
Deceased

Miriam Geiger Bradley
Miriam Geiger Bradley (formerly Miriam
Geiger Adams), Trustee under the will of
Paul William Geiger, Deceased

Paul W. Geiger, Jr.
Paul W. Geiger, Jr., Trustee under the will
of Paul William Geiger, Deceased

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the 9 day of August, 1999,
by Dorothy Frueh Geiger.



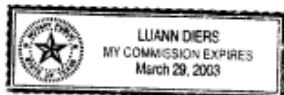
Luann Diers
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the 9 day of August, 1999,
by Paul W. Geiger, Jr., Independent Executor of the will of Paul William Geiger, Deceased.

Luann Diers
Notary Public - State of Texas

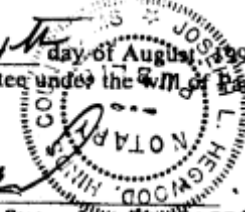
STATE OF Texas §



State of Mississippi
COUNTY OF Madison §
§

VOL 1452 PG 0027

This instrument was acknowledged before me on this the 4th day of August, 1999, by Miriam Geiger Bradley (formerly Miriam Geiger Adams), Trustee under the will of Paul William Geiger, Deceased.


Notary Public - State of MISSISSIPPI

STATE OF TEXAS §

MY COMMISSION EXPIRES JULY 19, 2003

COUNTY OF HAYS §
§

This instrument was acknowledged before me on this the 9 day of August, 1999, by Paul W. Geiger, Jr., Trustee under the will of Paul William Geiger, Deceased.




Notary Public - State of Texas

HC:rw
wpdoctsrhc13361 Geiger Gen Warranty Deed

Board Meeting Packet 06/03/2026
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VOL 1452 PG 0028

Tract One: Being 15 acres of land, more or less, and being the same tract of land set aside to Leonie Braune Tschoepe as Share No. 2 in that certain partition deed dated April 29, 1954 and recorded in Volume 273, page 48, Deed Records of Guadalupe County, Texas, to which deed reference is here made for all purposes, and which is described by metes and bounds as follows:

BEGINNING at a point which is North 89° 55' East 87.94 varas from the southwest corner of that 90 acre tract conveyed to Willie Braune by deed recorded in Volume 42, page 211, Deed Records of Guadalupe County, Texas, which point is also the southwest corner of this tract;
THENCE North 944.8 varas to the North line of said 90 acre tract;
THENCE North 89° 55' East 87.94 varas;
THENCE South 944.8 varas;
THENCE South 89° 55' West along the South line of said 90 acre tract 87.94 varas to the place of beginning, containing 15 acres of land, more or less.

Tract Two: Being 15 acres of land, more or less, and being the same tract of land set aside to Helmuth Braune as Share No. 3 in that certain partition deed dated April 29, 1954 and recorded in Volume 273, page 48, Deed Records of Guadalupe County, Texas, to which deed reference is here made for all purposes, and which is described by metes and bounds as follows:

BEGINNING at a point which is North 89° 55' East 175.88 varas from the southwest corner of that 90 acre tract conveyed to Willie Braune by deed recorded in Volume 42, page 211, Deed Records of Guadalupe County, Texas,
THENCE North 944.8 varas to the North line of said 90 acre tract;
THENCE North 89° 55' East 87.94 varas;
THENCE South 944.8 varas;
THENCE South 89° 55' West along the South line of said 90 acre tract 87.94 varas to the place of beginning, containing 15 acres of land, more or less.

EXHIBIT "A"

wjduca/r/nhc13300 Clerks Prop. Discrip.

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99 AUG 12 PM 2:22

LIZZIE H. LORENZ
COUNTY CLERK GUADALUPE CTY.

BY *Lizzie H. Lorenz*

THE STATE OF TEXAS
COUNTY OF GUADALUPE

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 Official Public Records of Guadalupe County, Texas.



George M. Larsson
County Clerk,
Guadalupe County, Texas

Board Meeting Packet 06/23/2026
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VOL2902 PG0469

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

30

10-013983

Gift Deed

Date: AUGUST 10, 2010

Grantor: WARREN M. KUTSCHER AND WIFE, JENNIFER L. KUTSCHER

Grantor's Mailing Address:

14390 N. STATE HIGHWAY 123
SAN MARCOS, TEXAS 78666
GUADALUPE COUNTY

Grantee: KYLE W. KUTSCHER AND WIFE, LORI R. KUTSCHER

Grantee's Mailing Address:

3810 DREIBRODT
SAN MARCOS, TEXAS 78666
GUADALUPE COUNTY

Consideration:

LOVE AND AFFECTION FOR GRANTEEES.

Property (including any improvements)

Tract No. 1

BEING a 10.10 acre tract of land situated in the Charles Henderson Survey No. 55, Abstract 147, Guadalupe County, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof.

Tract No. 2

A 60' exclusive easement 60 feet in width for the purpose of ingress and egress including the installation of utilities, including, but not limited to water, sewer, electric or cable television, more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2010, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

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Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

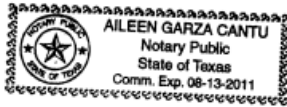
When the context requires, singular nouns and pronouns include the plural.

Warren M. Kutscher
WARREN M. KUTSCHER
Jennifer L. Kutscher
JENNIFER L. KUTSCHER

Acknowledgments

State of Texas)
County of Guadalupe)

This instrument was acknowledged before me on AUGUST 16, 2010 by WARREN M. KUTSCHER.



[Signature]
Notary Public, State of Texas

Acknowledgments

State of Texas)
County of Guadalupe)

This instrument was acknowledged before me on AUGUST 16, 2010 by JENNIFER L. KUTSCHER.



[Signature]
Notary Public, State of Texas

The preparer of this document has made no investigation of the following matters:

- The accuracy of the legal description used herein.
- Whether or not the grantor is the correct owner of the property.
- Whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor.
- Any title matters whatsoever.

After recording return to:
KYLE W. KUTSCHER
3810 DREIBRODT
SAN MARCOS, TEXAS 78666

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Board of Online Filing Packets 08/15/2026

EXHIBIT "A"

Field notes describing a 10.10 acre tract of land situated in the Charles Henderson Survey No. 55, Abstract 147, Guadalupe County, Texas, being a portion of a tract of land called 96.392 acres, conveyed to Warren Marvin Kutscher, by deed recorded in Volume 895, Page 802, Deed Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are ½" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an iron pin set in the south line of a tract of land called 100 acres, described in Volume 190, Page 570, Deed Records, Guadalupe County, Texas and the north line of the 96.392 acre tract for the northeast corner of the herein described tract. Said pin bears S 89° 17' 39" E, 2642.03 feet from a 2" diameter pipe found for the northeast corner of the 96.392 acre tract.

Thence, S 01° 05' 35" E, 830.12 feet crossing a portion of the 96.392 acre tract, to an iron pin set for the southeast corner of the herein described tract.

Thence, S 89° 17' 39" W, 530.00 feet crossing a portion of the 96.392 acre tract, to an iron pin set in the east line of a tract of land called 126.95 acres, described in Volume 2835, Page 485, Official Records, Guadalupe County, Texas and the west line of the 96.392 acre tract, for the southwest corner of the herein described tract.

Thence, N 01° 05' 34" W, 830.14 feet, with the east line of the 126.95 acre tract, the east line of a tract of land called 50 acres, described in Volume 59, Page 307, Deed Records, Guadalupe County, Texas and the west line of the 96.392 acre tract, to an iron pin set for the southwest corner of the 100 acre tract, the northwest corner of the 96.392 acre tract and the herein described tract.

Thence, N 89° 17' 45" E, 530.00 feet with the south line of the 100 acre tract and the north line of the 96.392 acre tract to the **Place of Beginning** and containing 10.10 acres of land according to a survey made on the ground on August 4, 2010, by Tri-County Surveying Inc.

Field notes describing a 60.00 foot wide Ingress and Egress Easement, situated in the Charles Henderson Survey No. 55, Abstract 147, Guadalupe County, Texas, being over a portion of tract of land called 96.392 acres, conveyed to Warren Marvin Kutscher, by deed recorded in Volume 895 Page 802, Deed Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are ½" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an iron pin set in the west right-of-way line of State Highway 123 and the east line of the 96.392 acre tract, for the northeast corner of a tract of land called 8.68 acres, described in Volume 2509, Page 990, Official Records, Guadalupe County, Texas and the easternmost southeast corner of the of the herein described easement.

Thence, S 89° 20' 26" W, 1659.32 feet crossing a portion of the 96.392 acre tract with the north line of the 8.68 acre tract, to an iron pin set for the northwest corner of the 8.68 acre tract, being an interior corner of the herein described easement.

Thence, S 00° 39' 33" E, 227.97 feet crossing a portion of the 96.392 acre tract with the west line of the 8.68 acre tract, to a ½" diameter iron pin found in the south line of the 96.392 acre tract, for the southwest corner of the 8.68 acre tract and the westernmost southeast corner of the herein described easement.

Thence, S 89° 10' 42" W, 1493.68 feet with the westernmost north line of a tract of land called 85.11 acres, described in Volume 2816, Page 88, Deed Records, Guadalupe County, Texas and the south line of the 96.392 acre tract, to a 6" diameter wood fence corner post found for the southeast corner of the 96.392 acre tract and the herein described easement.

Thence, N 01° 05' 34" W, 489.30 feet with the east line of the 126.95 acre tract and the west line of the 96.392 acre tract, to an iron pin set for the southwest corner of a 10.10 acre tract of land, this day surveyed, for the westernmost northwest corner of the herein described easement.

Thence, N 89° 17' 39" E, 60.00 feet crossing a portion of the 96.392 acre tract, with the south line of the 10.10 acre tract, to a point for the westernmost northeast corner of the herein described tract.

Thence, S 01° 05' 34" E, 429.18 feet crossing a portion of the 96.392 acre tract, to a point for an interior corner of the herein described tract.

Thence, N 89° 10' 42" E, 1374.33 feet crossing a portion of the 96.392 acre tract, to a point for an interior corner of the herein described tract.

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Board Meeting Packet 10/16/2026

EXHIBIT "B" (Continued)

Page 2 of 2
60.00 foot wide
Ingress and Egress
Easement.

Thence, N 00° 39' 33" W, 228.14 feet, crossing a portion of the 96.392 acre tract, to a point for the easternmost northwest corner of the herein described easement.

Thence, N 89° 20' 26" E, 1719.81 feet, crossing a portion of the 96.392 acre tract to a point in the west right-of-way line of State Highway 123 and the east line of the 96.392 acre tract for the northeast corner of the herein described tract.

Thence, S 00° 11' 38" E, 60.00 feet with the west right-of-way line of State Highway 123 and the east line of the 96.392 acre tract, to the **Place of Beginning** and covering 5.25 acres of land according to a survey made on the ground on August 4, 2010, by Tri-County Surveying Inc.

→ FST

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10 AUG 13 PM 4:36

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

Teresa Kiel

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

Board Meeting - Unofficial Copy Not Recordable - 8/13/2026

FILED
11/12/2021 9:03 AM
Bobbie Koepf
County Clerk
Comal County
Accepted By:
April Bustos

2021PC0576

CAUSE NO. _____

IN THE ESTATE OF	§	IN THE COUNTY COURT AT LAW
LUCILLE KOEHLER aka	§	SITTING IN MATTERS PROBATE
LUCILLE HANZ KOEHLER		
DECEASED	§	COMAL COUNTY, TEXAS

**APPLICATION FOR PROBATE OF WILL AND
ISSUANCE OF LETTERS TESTAMENTARY**

TO THE HONORABLE JUDGE OF SAID COURT:

Udo Edwin Koehler aka Ed Koehler, ("Applicant") furnishes the following information to the Court for the probate of the written Will of **Lucille Koehler aka Lucille Hanz Koehler**, ("Decedent") and for issuance of Letters Testamentary to Applicant:

1. Applicant is an individual interested in this Estate, domiciled in and residing at 12334 Hart Ranch, San Antonio, Texas 78249 The last three (3) digits of Applicant's Social Security Number are 833, and the last three digits of Applicant's current Texas Driver's License are 150.
 2. Decedent died on October 14, 2021, in Comal County, Texas, at the age of 84 years. Decedent's date of birth was August 16, 1937, and the last four digits of the Decedent's Social Security Number are 9420. The last three digits Decedent's Texas Driver's License are 727.
 3. This Court has jurisdiction and venue because Decedent was domiciled and had a fixed place of residence in this county on the date of death.
 4. Decedent owned real and personal property described generally as insurance and personal effects of a probate value in excess of \$200,000.00.
 5. Decedent left a valid written Will ("Will") dated February 11, 2005, which was never revoked.
- The subscribing witnesses to the Will are Mildred E. Ruppel and Kari Behrens. The Will made self-proved in the manner prescribed by law.
7. No child or children were born to or adopted by Decedent after the date of the Will.
 8. After the date of Decedent's Will, no marriage of Decedent was dissolved.

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CORRECT COPY.



Bobbie Koepf
BOBBIE KOEPP
COMAL COUNTY CLERK

PAGE 1 OF 12

9. A necessity exists for the administration of this estate.

10. The Will named Applicant to serve without bond or other security as Independent Executor and Applicant would not be disqualified by law from serving as such or from accepting Letters Testamentary, and Applicant would be entitled to such Letters.

11. The Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a devisee.

Applicant prays that citation be issued as required by law to all persons interested in this Estate; that the Will be admitted to probate; that Letters Testamentary be issued to Applicant; and that all other orders be signed as the Court may deem proper.


EXECUTED on this the 12 day of November, 2021

Respectfully submitted,

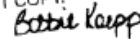
Udo Edwin Kochler aka ~~Ed~~ Koehler,
Applicant

KRISTEN QUINNEY PORTER, LLC

By:


Kristen Quinney Porter
State Bar No. 00795601
Attorney for Applicant
755 Loop 337, Suite A
New Braunfels, Texas 78130
Telephone: 830-358-7632
Email: kporter@kporterlaw.net

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COMAL COUNTY CLERK



PAGE 2 OF 3

2021R0516

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COUNTY CLERK
GUADALUPE COUNTY
Kattena

Last Will and Testament

OF

LUCILLE KOEHLER

I, LUCILLE KOEHLER, also known as LUCILLE HANZ KOELHER, a resident of the County of Comal, State of Texas, being of sound and disposing mind and memory and above the age of eighteen (18) years do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby expressly revoking any and all Wills and Codicils by me at any time heretofore made and thus disposing of my entire and whole Estate.

ARTICLE I

DECLARATIONS

1.01. Marital Status: At the date of this Will, I am a widow. I was formerly married to UDO A. KOEHLER, JR., who died on October 29, 2002.

1.02. Children: I have one (1) child, namely: UDO EDWIN KOEHLER, also known as ED KOEHLER, who was born on December 22, 1970. My son is now surviving.

ARTICLE II

DEBTS - EXPENSES

2.01. Debts - Expenses: I direct that all of my just debts including my funeral expenses, and the expenses of probating this Will and administering my Estate be paid by my Executor, or alternate, hereinafter named, constituted and appointed as soon after my death as shall be by him found convenient. My Executor is specifically given the right to renew, refinance and extend, in any form that he deems best, any secured or unsecured debt or charge existing at the time of my death. Under no circumstances shall my Executor be required to prepay any debt of mine.

ARTICLE III

DISPOSITION OF PROPERTY

3.01. Rest, Residue and Remainder: I hereby give, devise and bequeath all of the rest, residue and remainder of my property, real, personal and/or mixed, wheresoever the same may be situated, including all property which I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises, unto my son,

Page 1. SK

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Bobbie Koepf

BOBBIE KOEPP
COMAL COUNTY CLERK



PAGE 3 OF 13

UDO EDWIN KOEHLER, if living, and if not living, then to his surviving issue, per stirpes, subject however to the Trust hereinafter set forth in Article IV.

3.02. Memorandum: I may leave a signed handwritten statement of my desire for the distribution of some of my personal effects and household furnishings and I request that all parties at interest shall abide by my statement, if any. My statement, if any, will be found with this Will. If for any reason the memorandum is not filed with this Will, then all of such property shall become part of my residuary estate. I direct that my Executor distribute the items to those persons I have listed on my statement, if any.

ARTICLE IV

TRUST FOR UNDERAGE AND INCOMPETENT BENEFICIARIES

4.01. Distribution: Notwithstanding any other provisions of this Will, if at the time of my death, any beneficiary entitled to receive any portion of my estate shall be under twenty-one (21) years of age or shall be declared incompetent by two (2) doctors, then my hereinafter appointed Trustee, shall not distribute any portion of my estate to such person but shall hold the same in trust, which trust shall be known by the beneficiary's name, until such person attains the age of twenty-one (21) years or becomes competent, whichever occurs later, at which time the Trust herein created for such person shall terminate and the principal and undistributed income thereof, if any, shall be distributed to such person free of trust. During the term of such Trust, my Trustee, in her absolute discretion, may accumulate all or any part of the income thereof, or may pay or expend any part or all the income thereof, or any part or all of the principal thereof for the reasonable care, support, maintenance and education of such person. As to any distribution made in accordance with the provisions hereof, my Trustee may, in her discretion, make such distribution to such person in any one or more of the following ways: (1) to such person directly; (2) to the guardian or other similar official of a minor or incapacitated person; (3) to a relative of a minor or incapacitated person to be expended by such relative for the care, support, maintenance, or education of such person; and (4) by expending the same directly for the care, support, maintenance, or education of any such person.

4.02. Powers of Trustee: The Trustee hereafter designated of any Trust(s) created in Article 4.01 above, shall hold and administer these Trusts in accordance with the

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Bobbie Kepp

BOBBIE KEPP
COMAL COUNTY CLERK



PAGE 4 OF 13

provisions of the Texas Trust Code, as the same exist at the date of this instrument, regardless of whether such Code may hereafter be repealed or amended, as fully as though its provisions were written into this instrument; provided, however, that the Trustee, at her option, may exercise any additional powers conferred on Trustees of such Trust(s) by any subsequent amendment of such Code. Further, my Trustee may, in her discretion and without the necessity of seeking Court approval, appoint other persons, and/or corporations, to act with her or as substitute, or successor, Trustee, under the Trust(s), and every such appointee, after having accepted the appointment by a writing suitable for recording, shall have all rights, title, estate, duties, powers and discretion of his predecessor in the execution of the Trust(s) herein provided for and the execution of the Trust(s) shall thereupon devolve upon either (i) such Trustee(s), (ii) those she has appointed, (iii) upon the survivors or survivor of them, and/or (iv) the substitute or successor Trustee. My Trustee shall also have all powers hereafter granted to my Executor.

4.03. Death of Beneficiary: If any beneficiary entitled to take under this Article IV shall die before reaching his or her twenty-first (21st) birthday or shall die without being declared competent, and leave surviving a child or children, then the Trust Estate of such deceased beneficiary shall go to his or her surviving child or children, per stirpes; but if any beneficiary should die before his or her trust shall terminate without leaving a surviving child, then the Trust Estate of such deceased beneficiary shall be divided equally between the then surviving of my beneficiaries, if any, and if none, then to their issue, per stirpes.

4.04. Maximum Duration of Trust. Notwithstanding anything in this Will to the contrary, I direct that any Trust created hereunder shall in all events terminate not later than 21 years from and after the death of the survivor of the following persons, to-wit: my son and my any beneficiary living at the time of my death.

ARTICLE V

TRUSTEE

5.01. Appointment of Trustee: I name and appoint my daughter-in-law, SHARON C. KOEHLER, to serve as Trustee, without bond.

In the event that SHARON C. KOEHLER shall predecease me or for any reason

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Bobbie Koopp
BOBBIE KOEPP
COMAL COUNTY CLERK
PAGE 5 OF 13



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Boam Metrics Packet 05/2020

shall fail to accept the Trust hereunder, or having accepted the Trust shall die or resign prior to the termination of the Trust, then in either of such events, my niece, GAYLEEN ANDERSON, shall serve as Trustee, without bond, hereunder with all of the title, rights, powers, duties and discretion herein vested in the original Trustee. In the event that GAYLEEN ANDERSON shall predecease me or for any reason shall fail to accept the Trust hereunder, or having accepted the Trust shall die or resign prior to the termination of the Trust, then in either of such events, my niece, KATHLEEN ANDERSON, shall serve as Trustee, without bond, hereunder with all of the title, rights, powers, duties and discretion herein vested in the original Trustee.

ARTICLE VI

EXECUTOR

6.01. Appointment and Powers of Executrix: I appoint my son, ~~URS~~ EDWIN KOEHLER, as Independent Executor of this my Will and Estate. In the event that my Independent Executor shall predecease me or for any reason shall fail to qualify as the Independent Executor hereunder, or having qualified shall die or resign, then in either of such events, I appoint my daughter-in-law, SHARON C. KOEHLER, as Alternate Independent Executrix, with the same powers and authority as herein conferred upon the original Independent Executor. In the event that SHARON C. KOEHLER shall predecease me or for any reason shall fail to qualify as the Independent Executrix hereunder, or having qualified shall die or resign, then in either of such events, I appoint my niece, GAYLEEN ANDERSON, as Alternate Independent Executrix, with the same powers and authority as herein conferred upon the original Independent Executor. In the event that GAYLEEN ANDERSON shall predecease me or for any reason shall fail to qualify as the Independent Executrix hereunder, or having qualified shall die or resign, then in either of such events, I appoint my niece, KATHLEEN ANDERSON, as Alternate Independent Executrix, with the same powers and authority as herein conferred upon the original Independent Executor

6.02. Powers: I vest my Independent Executor, or alternate, with full power and authority to sell, transfer and convey any property, real or personal, which I may own at the time of my death, at such time and price, upon such terms and conditions, including credit as he may determine, and to do every other act or thing necessary or appropriate to the

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Bobbie Kepp

BOBBIE KEOPP
COMAL COUNTY CLERK



PAGE *6* OF *13*

complete administration of this Will.

I hereby grant to my Independent Executor, or alternate, and to my Trustee, or successor, the following specific powers and authority in addition to and not in substitution of powers heretofore granted:

- A. To compromise, settle, or adjust any claim or demand by or against my Estate and to agree to any rescission or modification of any contract or agreement.
- B. To retain any security or other property owned by me at the time of my death, so long as such retention appears advisable, to exchange any such security or property for other securities or properties and to retain such items received in exchange.
- C. To invest, and reinvest in such stocks, bonds and other securities and properties as may be deemed advisable, including stocks and unsecured obligations, undivided interests, interests in investments, trusts, mutual funds, leases and property which is outside my domicile, all without diversification as to kind or amount and without being restricted in any way.
- D. To vote in person or by proxy any stock or securities held, and to grant such proxies and powers of attorney to such person or persons as may be deemed proper.
- E. To consent to and to participate in any plan for the liquidation, reorganization, consolidation, or merger of any corporation, any security of which is held.
- F. To lease any real estate for such term, terms and upon such conditions and rentals and in such manner as may be deemed advisable with or without privilege of purchase, and any lease so made shall be valid and binding for the full term thereof. To make repairs, replacements and improvements, structural or otherwise, to any such real estate, to insure against fire or any other risks.
- G. In the distribution of my Estate, my Executor and/or Trustee is authorized to make such distribution by partitioning the same wholly in kind or wholly in cash or partly in cash and partly in kind, or by transferring to such distributee an undivided interest in any property. For the purpose of making any distribution of corpus, my Executor and/or Trustee is also authorized to borrow money and grant and execute liens against the property to secure such loans. The judgment of my Executor and/or Trustee in making any of such distribution shall be binding and conclusive on all persons in absence of bad faith.

To fully exercise all powers heretofore granted my Trustee.

6.03. Bond: My Independent Executor, whether original or alternate, shall not be required to furnish any bond or other security in any jurisdiction, and no action shall be had in the County Court in relation to the settlement of my Estate other than the probating and recording of this my Will and the return of the Statutory Inventory, Appraisement and List of Claims of my Estate.

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06/03/2026

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Bobbie Keupp
BOBBIE KUEPP
COMAL COUNTY CLERK
PAGE 7 OF 13

ARTICLE VII

MISCELLANEOUS

7.01. No Contest Provision: If any person, whether or not related in any way by blood to me, shall either directly or indirectly attempt to oppose or set aside the probate of this will or to impair or invalidate any of the provisions hereof and such person shall establish a right to any part of my estate, I give and bequeath to such person the sum of ONE DOLLAR (\$1.00) only and no further interest whatsoever in my estate.

7.02. Spendthrift Provision: No beneficiary of any Trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

7.03. Number and Gender Defined: In interpreting all provisions of this Will, the singular shall be interpreted as the plural and vice versa, if such treatment is necessary to interpret this Will in accord with the manifest intention. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so deemed.

IN TESTIMONY AND WITNESS WHEREOF I have set my hand hereunto on this the 11th day of February, 2005, in the presence of MILDRED E. RUPPEL and KARI BEHRENS, who at my request and in my presence and in the presence of each other, sign their names hereto as Witnesses.

Lucille Koehler
LUCILLE KOEHLER

The above instrument was herenow subscribed by LUCILLE KOEHLER, and published as her Last Will and Testament in our presence, and we being sane and above the age of fourteen (14) years, at her request and in her presence, and in the presence of each other, sign our names hereto as attesting Witnesses on the above date.

Mildred E. Ruppel
WITNESS

Kari Behrens
WITNESS

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Bobbie Koepf

BOBBIE KOEPP
COMAL COUNTY CLERK



PAGE 8 OF 13

THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared LUCILLE KOEHLER, MILDRED E. RUPPEL and KARI BEHRENS, known to me to be the Testatrix and the Witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said LUCILLE KOEHLER, Testatrix, declared to me and to the said Witnesses in my presence, that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said Witnesses, each on her oath, stated to me, in the presence and hearing of the said Testatrix, that the said Testatrix had declared to them that said instrument is her Last Will and Testament, and that she executed the same as such and wanted each of them to sign it as a Witness; and upon their oaths each Witness stated further that they did sign it as a Witness in the presence of the said Testatrix and at her request; that she was at the time eighteen (18) years of age or over and was of sound mind; and that each of said Witnesses was then at least fourteen (14) years of age.

Lucille Koehler

LUCILLE KOEHLER, Testatrix

Mildred E. Ruppel

WITNESS

Kari Behrens

WITNESS

DESCRIBED and SWORN TO before me by the said LUCILLE KOEHLER, Testatrix, and by the said MILDRED E. RUPPEL and KARI BEHRENS, Witnesses, this the 11th day of February, 2005.



Britta Sherry Porter

NOTARY PUBLIC, STATE OF TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY.

Bobbie Koepf
BOBBIE KOEPP
COMAL COUNTY CLERK
PAGE 9 OF 13



FILED
12/8/2021
Bobbie Koepf
County Clerk
Comal County
Accepted By:
Katrina Pena

CAUSE NO. 2021PC0576

IN THE ESTATE OF	§	IN THE COUNTY COURT AT LAW
LUCILLE KOEHLER aka	§	SITTING IN MATTERS
PROBATE LUCILLE HANZ KOEHLER		
DECEASED	§	COMAL COUNTY, TEXAS

**ORDER ADMITTING WILL TO PROBATE
AND AUTHORIZING LETTERS TESTAMENTARY**

On this day, the Court heard the Application for Probate of Will and Issuance of Letters Testamentary filed on November 12, 2021 by **Udo Edwin Koehler aka Ed Koehler** in the Estate of **Lucille Koehler aka Lucille Hanz Koehler**, deceased.

The Court, having heard the evidence and reviewed the Will and the other documents filed herein finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Decedent died on October 14, 2021 and that four years have not elapsed since the date of Decedent's death; that this Court has jurisdiction and venue of the Decedent's Estate; that Decedent left a Will dated February 11, 2005 that was executed with the formalities and solemnities and under the circumstances required by law to make them a valid Will ("the Will"); that on such date Decedent had attained the age of 18 years and was of sound mind; that the Will was not revoked by Decedent; that no objection to or contest of the probate of such Will has been filed; that all of the necessary proof required for the probate of such Will has been made; that the Will is entitled to probate; that in said Will, Decedent named **Udo Edwin Koehler aka Ed Koehler** to serve as Independent Executor, and that **Udo Edwin Koehler aka Ed Koehler**, is duly qualified and not disqualified by law to act as Independent Executor and to receive Letters Testamentary; that a

CERTIFIED TO BE A TRUE AND CORRECT COPY.

Bobbie Koepf



BOBBIE KOEPP
COMAL COUNTY CLERK

PAGE 10 OF 13

necessity exists for the administration of this Estate; and that no interested person has applied for the appointment of appraisers and none are deemed necessary by the Court.

IT IS THEREFORE ORDERED that this Will is admitted to probate, and the Clerk of this Court is ORDERED to record the Will, together with the Application in the Probate Docket of this Court.

IT IS FURTHER ORDERED that no bond or other security is required and that upon the taking and filing of the Oath required by Law, Letters Testamentary shall be issued to **Udo Edwin Koehler aka Ed Koehler**, who is appointed as Independent Executor of Decedent's Will and Estate, and no other action shall be had in this Court other than the return of an Inventory, Appraisement and List of Claims or an Affidavit in Lieu thereof as required by law and the Notice to Beneficiaries as Required by Section 308.002 of the Texas Estates Code.

IT IS FURTHER ORDERED that **Udo Edwin Koehler aka Ed Koehler**, who is appointed as Independent Executor of Decedent's Will and Estate have the power to retain, sell at public or private sale, exchange, grant options on, invest and reinvest, and otherwise deal with any kind of real property as stated in Decedent's Will.

MADE and ENTERED this 12/8/2021 day of 2021.

[Handwritten Signature]
JUDGE PRESIDING
E-Filed

Approved as to Form:
KRISTEN QUINNEY PORTER, LLC
755 Leal 337, Suite A
New Braunfels, Texas 78130
(817) 358-7632 (telephone)
Email: kporter@kporterlaw.net

By: *[Handwritten Signature]*
Kristen Quinney Porter
State Bar No. 00795601

CERTIFIED TO BE A TRUE AND CORRECT COPY.

[Handwritten Signature]
BOBBIE KOEPP
COM. COUNTY CLERK
PAGE 11 OF 13



FILED
12/17/2021 4:16 PM
Bobbie Koepf
County Clerk
Comal County
Accepted By:
Katrina Pena

CAUSE NO. 2021PC0576

IN THE ESTATE OF § IN THE COUNTY COURT AT LAW
LUCILLE KOEHLER aka § SITTING IN MATTERS PROBATE
LUCILLE HANZ KOEHLER
DECEASED § COMAL COUNTY, TEXAS

**AFFIDAVIT IN LIEU OF INVENTORY,
APPRAISEMENT, AND LIST OF CLAIMS**

THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day appeared **Udo Edwin Koehler aka Ed Koehler**, who on oath deposed and stated that:

I, **Udo Edwin Koehler aka Ed Koehler**, am the Independent Executor of the Estate of **Lucille Koehler aka Lucille Hanz Koehler**, deceased ("Decedent"), whose Will was admitted to probate by an Order dated December 8, 2021 ("the Order").

All debts, except for secured debts, taxes, and administrative expenses of the estate are paid.

As provided in Estates Code, Section 309.056, effective September 1, 2011, I have prepared a verified, full, and detailed inventory of Decedent's assets.

I hereby certify that each of the foregoing statements is true and within our personal knowledge.

Dated: Dec 16, 2021.

Udo E Koehler

Udo Edwin Koehler aka Ed Koehler, Independent Executor of the Estate of **Lucille Koehler aka Lucille Hanz Koehler**, deceased

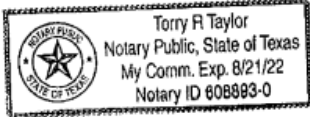
CERTIFIED TO BE A TRUE AND CORRECT COPY.

Bobbie Koepf
BOBBIE KOEPP
COMAL COUNTY CLERK
PAGE 12 OF 13



UNOFFICIAL COPY NOT RECORDABLE - Board Meeting Packet 06/03/2026

SUBSCRIBED AND SWORN TO BEFORE ME by Udo Edwin Koehler aka Ed Koehler, Independent Executor of the Estate of Lucille Koehler aka Lucille Hanz Koehler, deceased, on this the 16 day of December, 2021.



Torry R Taylor
NOTARY PUBLIC, STATE OF TEXAS

Respectfully submitted,
KRISTEN QUINNEY PORTER, LLC

By: *Kristen Quinney Porter*
Kristen Quinney Porter
State Bar No. 09995601
Attorney for Applicant
755 Loop 107, Suite A
New Braunfels, Texas 78130
Post Office Box 312643
New Braunfels, TX 78131-2643
Telephone: 830-358-7632
Email: kporter@kporterlaw.net

UNOFFICIAL COPY NOT RECORDABLE
Board Meeting
UNOFFICIAL COPY NOT RECORDABLE
06/03/2026

STATE OF TEXAS
COUNTY OF COMAL
I certify this to be a true and correct copy of the record FILED & RECORDED in the Official Public Records of Comal County on the date and time stamped thereon.

Bobbie Koopp
Bobbie Koopp
County Clerk
By: *[Signature]*
4/13/2023

CERTIFIED TO BE A TRUE AND CORRECT COPY.

Bobbie Koopp
BOBBIE KOEPP
COMAL COUNTY CLERK
PAGE 13 OF 13

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202399009743
Recorded On: April 21, 2023 02:36 PM
Total Pages: 14
Total Fees: \$74.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

Receipt Number: 20230421000102
User: Marissa
Station: Recording3

Return To:
Simplifile

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

23360

Executrix's Deed from Lucille Hanz Koehler, Independent Executrix of the Estate of Udo Albert Koehler, Jr., deceased to Udo Edwin Koehler.

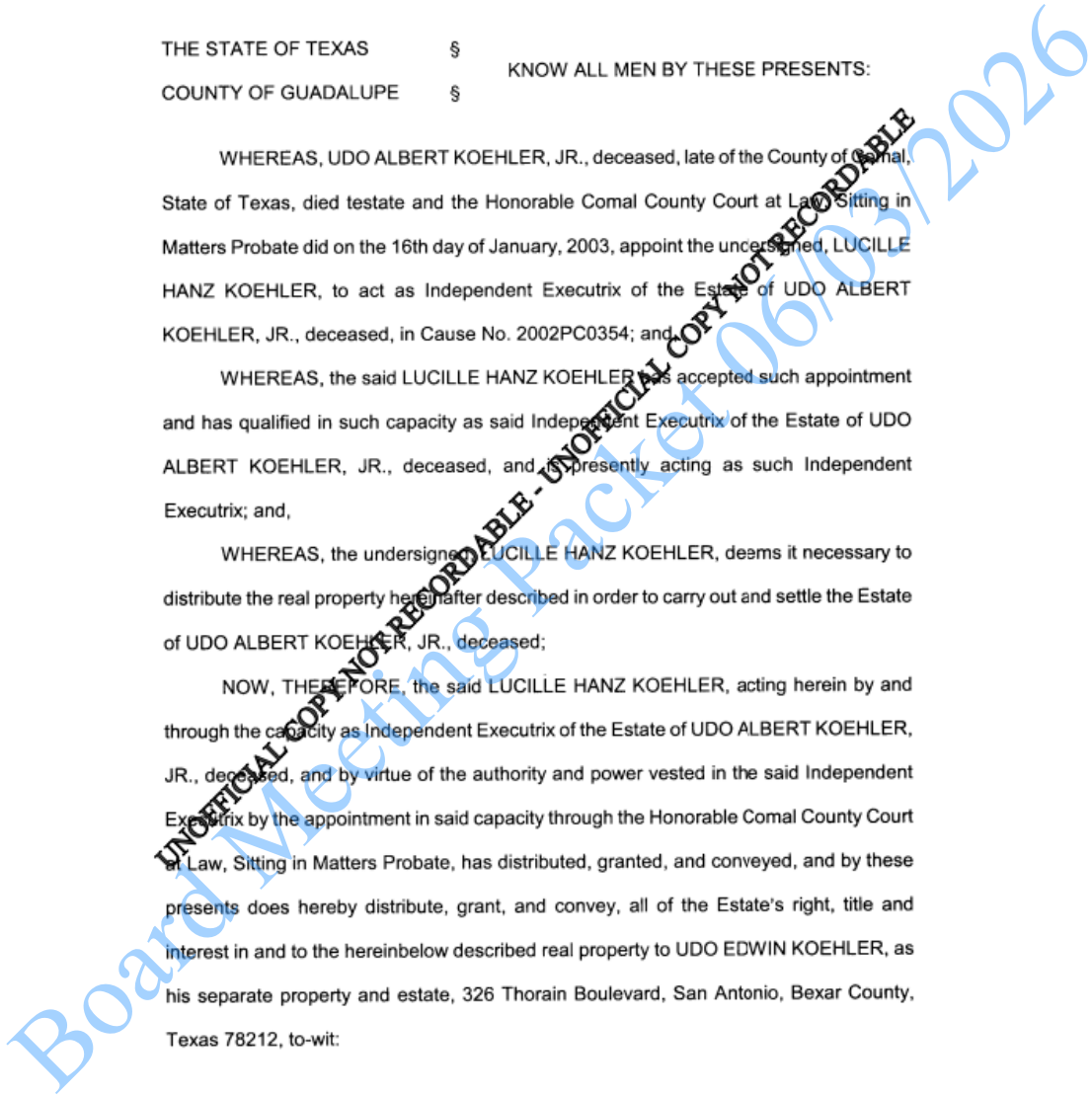
THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GUADALUPE §

WHEREAS, UDO ALBERT KOEHLER, JR., deceased, late of the County of Comal, State of Texas, died testate and the Honorable Comal County Court at Law, Sitting in Matters Probate did on the 16th day of January, 2003, appoint the undersigned, LUCILLE HANZ KOEHLER, to act as Independent Executrix of the Estate of UDO ALBERT KOEHLER, JR., deceased, in Cause No. 2002PC0354; and

WHEREAS, the said LUCILLE HANZ KOEHLER has accepted such appointment and has qualified in such capacity as said Independent Executrix of the Estate of UDO ALBERT KOEHLER, JR., deceased, and is presently acting as such Independent Executrix; and,

WHEREAS, the undersigned, LUCILLE HANZ KOEHLER, deems it necessary to distribute the real property hereinafter described in order to carry out and settle the Estate of UDO ALBERT KOEHLER, JR., deceased;

NOW, THEREFORE, the said LUCILLE HANZ KOEHLER, acting herein by and through the capacity as Independent Executrix of the Estate of UDO ALBERT KOEHLER, JR., deceased, and by virtue of the authority and power vested in the said Independent Executrix by the appointment in said capacity through the Honorable Comal County Court at Law, Sitting in Matters Probate, has distributed, granted, and conveyed, and by these presents does hereby distribute, grant, and convey, all of the Estate's right, title and interest in and to the hereinbelow described real property to UDO EDWIN KOEHLER, as his separate property and estate, 326 Thorain Boulevard, San Antonio, Bexar County, Texas 78212, to-wit:



Parcel I:

Being all that certain tract, piece or parcel of land, lying and being situated in Guadalupe County, Texas, and being known as Tract No. 1, consisting of 55.32 acres, H. E. Jordt Survey, A-195, including Lots No. 13 and 14, Hidden Valley Farms Subdivision and Tract No. 2, consisting of approximately 8.77 acres, H. E. Jordt Survey, A-195, being Lots No. 9, 10 and 11 Hidden Valley Farms Subdivision and the South 1/2 of Tract No. Three (3), Hidden Valley Farms Subdivision, said property being further described by metes and bounds as follows, to-wit:

TRACT 1: BEING 55.32 acres of land situated in the H.E. Jordt Survey, A-195, Guadalupe County, Texas. Said 55.32 acres of land is part of a tract called 134.87 acres (hereinafter called the parent tract) in conveyance to Thermon Manufacturing Co., recorded in Volume 431 at Page 323 of the Deed Records of said county and is described by metes and bounds as follows:

BEGINNING at the most southerly east corner of the parent tract, same being the east corner of the tract herein described;

THENCE with fence and the southeast line of the parent tract, S. 55° 32' W. 810.8 feet to the east corner of a 3.38 acre tract previously carved out of the parent tract;

THENCE with the northeast, northwest and west lines of said 3.38 acre tract as follows: N. 71° 08' W. 779.1 feet; THENCE S. 86° 37' W. 20.4 feet; THENCE S. 64° 09' W. 130.1 feet; THENCE S. 1° 43' W. 44.2 feet to the northwest corner of a 0.728 acre tract previously carved out of the parent tract;

THENCE with the west line of said 0.728 acre tract, S. 0° 27' W. 127.4 feet to a point on a cul de sac at the northeast end of a public road;

THENCE with the arc of a circular curve to the left, of which the radius is 50 feet and the central angle is 92°, the long chord of which bears S. 11° 18' W. 70.7 feet to the northwest right-of-way line of said public road;

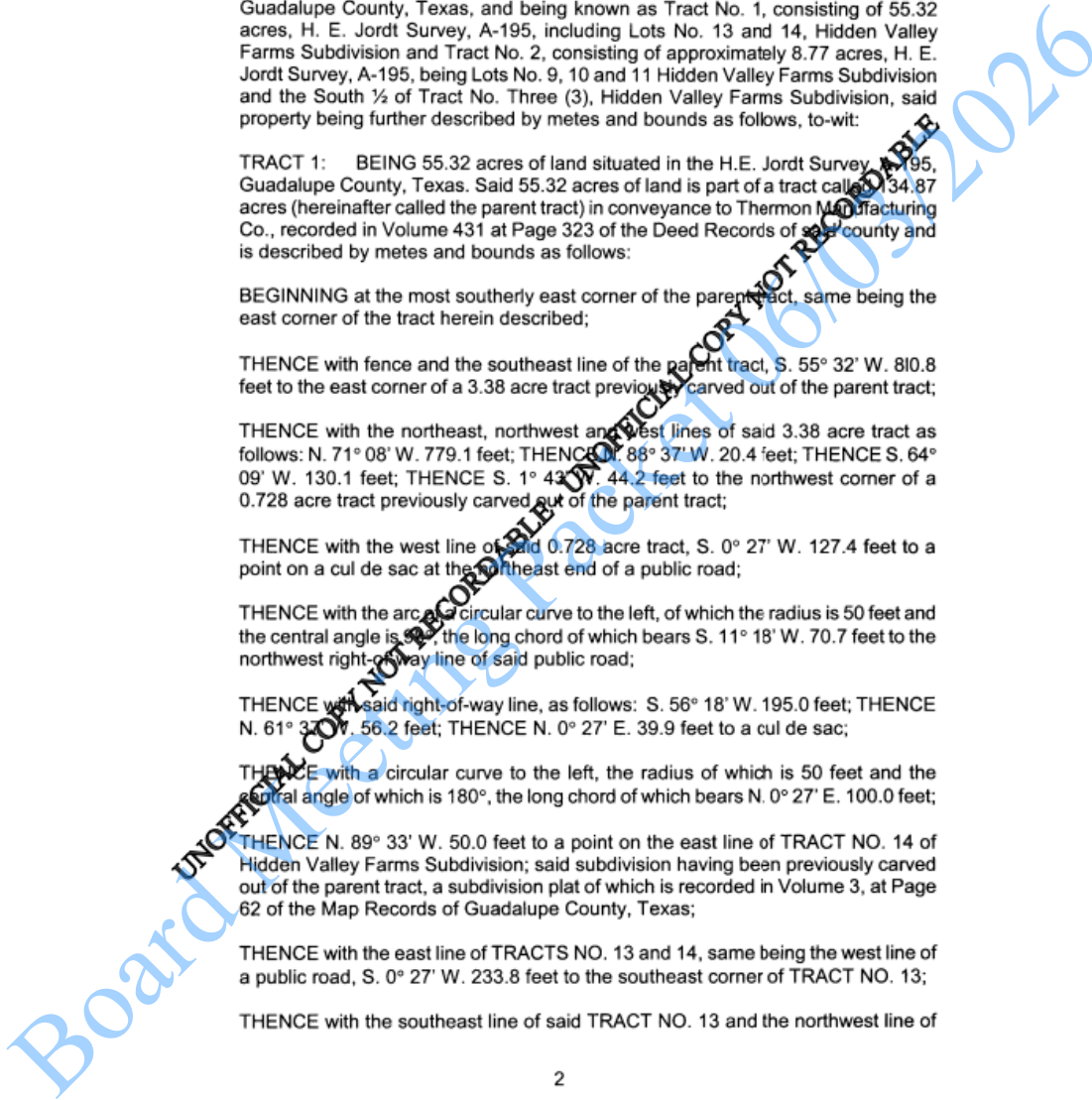
THENCE with said right-of-way line, as follows: S. 56° 18' W. 195.0 feet; THENCE N. 61° 37' W. 56.2 feet; THENCE N. 0° 27' E. 39.9 feet to a cul de sac;

THENCE with a circular curve to the left, the radius of which is 50 feet and the central angle of which is 180°, the long chord of which bears N. 0° 27' E. 100.0 feet;

THENCE N. 89° 33' W. 50.0 feet to a point on the east line of TRACT NO. 14 of Hidden Valley Farms Subdivision; said subdivision having been previously carved out of the parent tract, a subdivision plat of which is recorded in Volume 3, at Page 62 of the Map Records of Guadalupe County, Texas;

THENCE with the east line of TRACTS NO. 13 and 14, same being the west line of a public road, S. 0° 27' W. 233.8 feet to the southeast corner of TRACT NO. 13;

THENCE with the southeast line of said TRACT NO. 13 and the northwest line of



said public road, S. 56° 18' W. 483.3 feet to the southwest corner of TRACT 13 and the southeast corner of TRACT 3 of said subdivision;

THENCE with the east line of TRACT 3, 4, 5, 6, 7 and 8 of said subdivision, N. 0° 27' E. 1,924.9 feet to the northeast corner of TRACT NO. 8 and the northwest corner of the tract herein described;

THENCE with fence, S. 73° 24' E. 945.6 feet to the southwest corner of a 35.44 acre tract previously carved out of the parent tract;

THENCE with the south line of said 35.44 acre tract, N. 83° 43' E. 656.4 feet to a re-entrant corner of the parent tract and the northeast corner of the tract herein described;

THENCE with fence and a segment of the northeast line of the parent tract, S. 39° 50' E. 1,014.8 feet to the PLACE OF BEGINNING and containing 55.32 acres of land, including Lots 13 and 14 of Hidden Valley Farms Subdivision.

TRACT 2: Approximately 8.77 acres of land situated in the H. E. Jordt Survey, A-195, Guadalupe County, Texas. Said 8.77 acres of land is part of a tract called 134.87 acres (hereinafter called the parent tract) in conveyance to Thermon Manufacturing Co., recorded in Volume 431 at Page 323 of the Deed Records of said county and is described as Lots 9, 10 and 11 of the Hidden Valley Farms Subdivision recorded in Volume 3 at Page 62 of the Map Records of Guadalupe County, Texas; and being the same property conveyed by Deed from Patricia Kruckemeyer to Udo A. Koehler and wife, Lucille Koehler, dated March 12, 1981, and recorded in Volume 615, Pages 235-238 of the Deed Records of Guadalupe County, Texas, reference to which is here made for all purposes.

TRACT 3: All that certain 757 acres of land, more or less, being the South ½ of Tract No. Three (3), Hidden Valley Farms Subdivision, H.E. Jordt Survey, Guadalupe County, Texas, according to the Plat recorded in Volume 3, Page 62, of the Plat Records of Guadalupe County, Texas and conveyed by James Lee Seago, et ux, to Udo A. Koehler, et ux, by deed dated February 15, 1989, recorded in Volume 878, page 053, Official Records of Guadalupe County, Texas.

Parcel 11

All that certain tract or parcel of land containing 67.721 acres of land out of the Charles Henderson League and Labor Survey No. 55, Abstract No. 147, Guadalupe County, Texas and being out of that certain called 233.2 acre tract of land (called Tract No. 1) described in Volume 504, Page 421 of the Deed Records of Guadalupe County, Texas (hereinafter referred to as the Parent Tract); Said 67.721 acre parcel being more particularly described as follows:

BEGINNING at a ½ inch iron rod found on the northeasterly right-of-way line of Old Zorn Road (County Road No. 144) (formerly known as Prairie Lea Road) for the southwesterly corner of the Parent Tract, the southeasterly corner of that certain called 103.12 acre tract described in Volume 1124, Page 635 of the Official Records of Guadalupe County, Texas and for the southwesterly corner and POINT OF

BEGINNING of this parcel;

THENCE leaving said right-of-way line and with the common line of this parcel and said 103.12 acre tract, North 00 deg 00' 00" East (basis of bearings), a distance of 2014.50 feet (called "North", 2014.5 feet) to a ½ inch iron rod set for the southwesterly corner of that certain called 50 acre parcel described in Volume 645, Page 889 of the Deed Records of Guadalupe County, Texas and for an exterior corner of this parcel;

THENCE with the common line of this parcel and said 50 acre parcel, North 89 deg 56' 46" East, a distance of 1104.06 feet (called "East", 1104.4 feet) to a wood fence corner post found for the southeasterly corner of said 50 acre parcel and for an interior corner of this parcel;

THENCE continuing with the common line of this parcel and said 50 acre parcel, North 00 deg 14' 06" East, a distance of 1992.68 feet (called "North", 1979.17 feet) to a wood fence corner post found for the northwesterly corner of the Parent Tract, the northeasterly corner of said 50 acre parcel and the northwesterly corner of this parcel and being located in the southerly line of that certain called 49.70 acre parcel described in Volume 528, Page 884 of the Official Public Records of Guadalupe County, Texas;

THENCE with the common line of this parcel and said 49.70 acre parcel, North 89 deg 38' 04" East, a distance of 503.33 feet to a ½ inch iron rod set for the South 00 deg 24' 13" East, at 1990.29 feet passing a ½ inch iron rod set for the northwesterly corner of that certain called 50.21 acre parcel described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas, in all a distance of 2557.83 feet to a ½ inch iron rod set for an exterior corner of this parcel;

1. North 90 deg 00' 00" West, a distance of 969.83 feet to a ½ inch iron rod set for an interior corner of this parcel;
2. North 90 deg. 00' 00" West, a distance of 969.83 feet to a ½ inch iron rod set for an interior corner of this parcel;
3. South 00 deg 00' 00" East, a distance of 1595.92 feet to a ½ inch iron rod set on the aforementioned right-of-way line of Old Zorn Road for the southeasterly corner of this parcel;

THENCE with said right-of-way line, North 75 deg 12' 00" West (called North 75 deg 12' West), a distance of 270.03 feet to a ½ inch iron rod set for angle and North 79 deg 41' 00" West, a distance of 409.30 feet (called North 79 deg 41' West, 409.3 feet) to the POINT OF BEGINNING and containing 67.721 acres of land, more or less; and being the same property conveyed by Deed dated May 15, 1997 from Edwin E. Hanz, Trustee and Anita M. Hanz, Trustee of the Edwin E. Hanz and Anita M. Hanz Living Trust to Lucille Hanz Koehler and Udo A. Koehler, Jr., and recorded in Volume 1271, Pages 0612-0614 of the Official Public Records of Guadalupe County, Texas, reference to which is here made for all purposes.

Together with all and singular the rights, members, hereditaments and

1271/0606

6439

Deed of Partition between Edwin E. Hanz, Trustee, and Anita M. Hanz, Trustee of the Edwin E. Hanz and Anita M. Hanz Trust and Lucille Hanz Koehler.

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GUADALUPE *

That WHEREAS, EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST and LUCILLE HANZ KOEHLER, joined herein pro forma by her husband, UDO A. KOEHLER, JR., have and hold in common that certain real estate hereinafter mentioned, and are desirous of making partition of same;

NOW, THEREFORE, in consideration of the covenants herein contained and the conveyance herein made and to effect such partition, it is hereby COVENANTED, GRANTED, CONCLUDED, AND AGREED by, between, and among said parties and each of them COVENANTS, GRANTS, CONCLUDES AND AGREES, for himself, himself, herself, themselves, his, her and their heirs, personal representatives, its successors and assigns, that a partition of said property be made as follows:

FIRST

That the said EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, shall from henceforth have, hold, own, possess, and enjoy, in severalty, by itself and to its successors and assigns, for its part, share and proportion of the said property, free from any and all claims of the other parties hereto, all that certain tract and parcel of land situated in Guadalupe County, Texas, more fully described by metes and bounds as follows:

All that certain tract, piece or parcel of land known as the Zorn Farm, lying and situated in Guadalupe County, Texas and being 233.2 acres of land, described as being all of a 182.77 acre tract conveyed by Kenneth L. Karger, et ux to Marvin Gass and Bruno Gass by Deed dated April 8, 1965, and recorded in Volume 375, pages 381-384 of the Guadalupe County Deed Records, and all of a tract of 50 acres, more or less, conveyed by Alfred C. Baumann to Marvin Gass and Bruno Gass by Deed, Guadalupe County Deed Records and being a part of the Charles Henderson League and Labor Survey No. 55, in Guadalupe County, Texas, described by metes and bounds as follows:

BEGINNING at a stake at the intersection of the west line of the Charles Henderson League and Labor Survey No. 55 with the

1271/0607

northeast line of the Prairie Lea Road, located North 645.5 feet from the southwest corner of said Henderson League Survey, for the southwest corner of this tract;

THENCE with the west line of said Charles Henderson League and Labor Survey, North 2014.5 feet to a corner post;

THENCE East 1104.4 feet to a post at the southeast corner of the Edgar Dietert 50 acre tract;

THENCE with the east line of said Edgar Dietert 50 acre tract, North 2024.4 feet to a stake in the south line of the former Bruno Wagner 50 acre tract;

THENCE with the south line of said Bruno Wagner Tract, East 2200 feet to a stake in the east line of subdivision no. 6 of said Charles Henderson League and Labor Survey;

THENCE with the East line of said subdivision no. 6, S. 0 deg. 09' W. 1996.0 feet to a stake by a post at the southeast corner of said subdivision no. 6 at the southeast corner of subdivision no. 1;

THENCE with the east line of said subdivision no. 1 as fenced, same being the east line of an abandoned land, S. 0 deg. 46' E. 1041.2 feet, and S. 1 deg. 09' E. 1564 feet to a post in the north line of a county road known as the Prairie Lea Road;

THENCE with the north line of said road, West 837.5 feet to a post located at the southeast corner of the Eddie Lehman 50.21 acre tract;

THENCE with the east line of said 50.21 acre tract, North 2605.2 feet to a stake;

THENCE West 854.0 feet to a stake located at the northwest corner of said Eddie Lehmann 50.21 acre tract;

THENCE with the west line of said 50.21 acre tract, south 2489.3 feet to a post in the northeast line of the Prairie Lea Road;

THENCE with the northeast line of said road, N 69 deg. 30' W. 430.0 feet; N. 75 deg. 12' W. 869.6 feet; and N. 79 deg. 41' W. 482.3 feet to the PLACE OF BEGINNING, containing 233.2 acres; and being the same property described in a Deed from Marvin E. Cass, et ux to Edwin A. Hanz dated May 8, 1969, recorded in Volume 419, pages 403-405 of the Deed Records of Guadalupe County, Texas.

LESS SAVE AND EXCEPT THE FOLLOWING PARCEL:

All that certain tract or parcel of land containing 38.867 acres of land out of the Charles Henderson League and Labor Survey No. 55, Abstract No. 147, Guadalupe County, Texas and being out of that certain called 233.2 acre tract of land (called Tract No. 1) described in Volume 504, Page 421 of the Deed Records of Guadalupe County, Texas (hereinafter referred to as the Parent Tract); Said 38.867 acre parcel being more particularly described as follows:

BEGINNING at a ¼ inch iron rod set on the northeasterly right-of-way line of Old Zorn Road (County Road No. 144) (formerly known as Prairie Lea Road) for the southeasterly corner and

1271/0608

POINT OF BEGINNING of this parcel, being located on the westerly line of that certain called 50.21 acre parcel described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas;

THENCE with said right-of-way line, North 69 deg 30' 00" West, a distance of 430.81 feet (called North 69 deg 30' West, 430 feet) to a ¼ inch iron rod set for angle and North 75 deg 12' 00" West (called North 75 deg 12' West), a distance of 599.57 feet to a ¼ inch iron rod set for the southwesterly corner of this parcel;

THENCE leaving said right-of-way line and into the Parent Tract, North 00 deg 00' 00" West, a distance of 158.92 feet to a ¼ inch iron rod set for the northwesterly corner of this parcel;

THENCE North 90 deg 00' 00" East, a distance of 969.83 feet to a ¼ inch iron rod set in the common line of the Parent Tract and the aforementioned 50.12 acre parcel for the northeasterly corner of this parcel;

THENCE with the common line of the Parent Tract and said 50.21 acre parcel, South 00 deg 24' 13" East, a distance of 1900.00 feet to the POINT OF BEGINNING and containing 38.867 acres of land, more or less.

All according to a field survey performed on the ground between January 17, 1997 and February 11, 1997 by David A. Lamberts, R.P.L.S. No. 4907.

And the other party hereto, LUCILLE HANZ KOEHLER, out of her separate property and estate, joined herein proforma by my husband, UDO A. KOEHLER, JR., HAS GRANTED, RELEASED, CONFIRMED and CONVEYED, and by these presents does hereby GRANT, RELEASE, CONFIRM and CONVEY unto the said EDWIN E. HANZ, Individually and EDWIN E. HANZ, Trustee and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, the property described above;

DO HAVE AND TO HOLD in severalty the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, its successors and assigns forever; and the other party hereto does hereby bind herself, himself, his heirs, her heirs, personal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto the said EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, its successors and assigns, against

1271/0609

every person whomsoever lawfully claiming or to claim the same or any part thereof.

SECOND

That the said LUCILLE HANZ KOEHLER shall from henceforth have, hold, own, possess, and enjoy, in severalty, by herself and to her, her heirs, personal representatives and assigns, for her part, share and proportion of the said property, as her separate property and estate, free from any and all claims of the other party hereto, all that certain tract and parcel of land, situated in Guadalupe County, Texas, more fully described by metes and bounds as follows:

All that certain tract or parcel of land containing 38.867 acres of land out of the Charles Henderson League and Labor Survey No. 55, Abstract No. 147, Guadalupe County, Texas and being out of that certain called 21.2 acre tract of land (called Tract No. 1) described in Volume 504, Page 421 of the Deed Records of Guadalupe County, Texas (hereinafter referred to as the Parent Tract); Said 38.867 acre parcel being more particularly described as follows:

BEGINNING at a 1/4 inch iron rod set on the northeasterly right-of-way line of Old Zorn Road (County Road No. 144) (formerly known as Prairie Lea Road) for the southeasterly corner and POINT OF BEGINNING of this parcel, being located on the westerly line of said certain called 50.21 acre parcel described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas;

THENCE with said right-of-way line, North 69 deg 30' 00" West, a distance of 430.81 feet (called North 69 deg 30' West, 430 feet) to a 1/4 inch iron rod set for angle and North 75 deg 12' 00" West (called North 75 deg 12' West), a distance of 599.57 feet to a 1/4 inch iron rod set for the southwesterly corner of this parcel;

THENCE leaving said right-of-way line and into the Parent Tract, North 00 deg 00' 00" West, a distance of 1595.92 feet to a 1/4 inch iron rod set for the northwesterly corner of this parcel;

THENCE North 90 deg 00' 00" East, a distance of 969.83 feet to a 1/4 inch iron rod set in the common line of the Parent Tract and the aforementioned 50.12 acre parcel for the northeasterly corner of this parcel;

THENCE with the common line of the Parent Tract and said 50.21 acre parcel, South 00 deg 24' 13" East, a distance of 1900.00 feet to the POINT OF BEGINNING and containing 38.867 acres of land, more or less.

All according to a field survey performed on the ground between January 17, 1997 and February 11, 1997 by David A. Lamberts, R.P.L.S. No. 4907.

And the other party hereto, EDWIN E. HANZ, Trustee, and ANITA

1271/0610

M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, have GRANTED, RELEASED, CONFIRMED and CONVEYED, and by these presents do hereby GRANT, RELEASE, CONFIRM and CONVEY unto the said LUCILLE HANZ KOEHLER, as her separate property and estate, the property described above;

TO HAVE AND TO HOLD in severalty the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said LUCILLE HANZ KOEHLER, as her separate property and estate, her heirs, personal representatives and assigns forever; and the other party hereto, does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto the said LUCILLE HANZ KOEHLER, her heirs, personal representatives and assigns, as her separate property and estate, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this the 15th day of May, 1997.

Edwin E. Hanz

EDWIN E. HANZ, Trustee of the
EDWIN E. HANZ and ANITA M. HANZ
LIVING TRUST

Anita M. Hanz

ANITA M. HANZ, Trustee of the
EDWIN E. HANZ and ANITA M. HANZ
LIVING TRUST

Lucille Hanz Koehler
LUCILLE HANZ KOEHLER

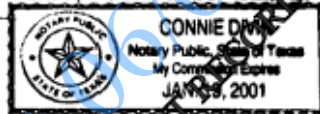
Udo A. Koehler
UDO A. KOEHLER, JR.

1271/0611

THE STATE OF TEXAS *
COUNTY OF COMAL *

This instrument was acknowledged before me on this the 16
day of May, 1997, by EDWIN E. HANZ, Trustee of the
EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST.

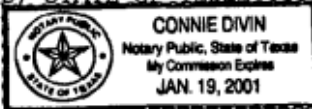
Connie Divin
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS *
COUNTY OF COMAL *

This instrument was acknowledged before me on this the 16
day of May, 1997, by ANITA M. HANZ, Trustee of the EDWIN
E. HANZ and ANITA M. HANZ LIVING TRUST.

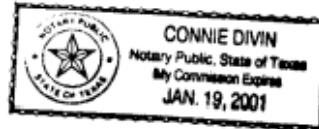
Connie Divin
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS *
COUNTY OF COMAL *

This instrument was acknowledged before me on this the 16
day of May, 1997, by LUCILLE HANZ KOEHLER and UDO A.
KOEHLER, JR.

Connie Divin
NOTARY PUBLIC, STATE OF TEXAS



Board Meeting Packet 05/22/2006
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97 MAY 28 PM 1:58

LIZSIE M. LORENZ
COUNTY CLERK CLERK SOCIETY

BY *Lizsie M. Lorenz*

COUNTY OF COMAL
This instrument was
FILED in the County of Comal, Texas
herein by me, the undersigned, Notary
Public, in the presence of the following
witnesses.



20196

WILLIAM F. BRAUNE AND MARGARET R. BRAUNE TO LILLIAN B. CARGIL

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 15, 2004

GRANTOR: WILLIAM F. BRAUNE AND MARGARET R. BRAUNE

GRANTOR'S MAILING ADDRESS: 1100 Braune Road, San Marcos, Guadalupe County, Texas 78666

GRANTEE: LILLIAN B. CARGIL

GRANTEE'S MAILING ADDRESS: 5001 Center Point Road, San Marcos, Guadalupe County, Texas 78666

CONSIDERATION: Love of, and affection for, Grantee

PROPERTY (including any improvements): 2 acres of land, more or less, located in the Chas. Henderson League Labor in Guadalupe County, Texas, more particularly described as follows, to-wit:

Being all that of Tract One (15 acres, more or less) as set forth in Partition instrument dated April 29, 1954, between the children of Willie Braune, Jr., recorded in Volume 273, Pages 48-52, of the Deed Records of Guadalupe County, Texas, which instrument is hereby incorporated by referenced for all purposes; LESS AND EXCEPT that certain 2 acre tract, more or less, described in that certain Warranty Deed from William F. Braune, et ux to Lillian Cargil, et vir, dated June 1, 1977 and recorded in Volume 538, Page 381, of the Deed Records of Guadalupe County, Texas, which instrument is hereby incorporated by reference for all purposes.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all covenants, conditions, easements, restrictions, and mineral and royalty severances, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the

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VOL2066 PG0320

same may still be in force and effect, shown of record in the office of the County Clerk of Guadalupe County, Texas, and make it part of the general exceptions taxes for 2004, the payment of which Grantee assumes.

When the context requires, singular nouns and pronouns include the plural.

William F. Braune
WILLIAM F. BRAUNE

Margaret R. Braune
MARGARET R. BRAUNE

THE STATE OF TEXAS)
COUNTY OF GUADALUPE)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. BRAUNE AND MARGARET R. BRAUNE, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 15 day of September, 2004.



Cheryl Schulze
Notary Public, State of Texas

Board Meeting Packet 06/03/2026
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04 SEP 29 2:52

SA KIEL
GUADALUPE COUNTY

S. KIEL

THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was fully recorded in the Official Public Records of Guadalupe County, Texas.



Jane Hall
County Clerk,
Guadalupe County Texas

WARRANTY DEED
Braune/L. Cargil
File 22970

bl/mr

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cárdenas, MBA, PhD, Clerk of the County Court at Law of Hays County Texas, do hereby certify that the documents listed below and attached hereto are the certified copies of the original instruments and orders filed in Cause No. **19-0270-P, Estate of Edgar Stockton Laird, Deceased.**

1. Application for Probate of Will and Issuance of Letters Testamentary
2. Last Will and Testament of Edgar Stockton Laird
3. Order Admitting Will to Probate and Authorizing Letters Testamentary

Given under my hand and seal of said Court at the office of the Hays County Clerk in San Marcos, Texas, on this the 13th day of November, 2019.

Elaine H. Cárdenas, MBA, PhD
County Clerk, Hays County, Texas
712 S. Stagecoach Trl., Ste. 2008, San Marcos, Texas 78666

By 
Alfredo B. Sanchez, Deputy



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FILED
8/6/2019 11:16 AM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 19-0270-P

ESTATE OF § IN THE COUNTY COURT
EDGAR STOCKTON LAIRD, § AT LAW NO. _____ OF
DECEASED § HAYS COUNTY, TEXAS

**APPLICATION FOR PROBATE OF WILL
AND ISSUANCE OF LETTERS TESTAMENTARY**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW ERNEST LAIRD, Applicant, and files this *Application for Probate of Will and Issuance of Letters Testamentary* and would show the Court as follows:

1. Discovery in this case is intended to be conducted under level 2 of rule 190 of the Texas Rules of Civil Procedure.

2. Applicant, ERNEST LAIRD, is named in the Will as Executor and is an individual interested in this estate. The Applicant's address is 40 Lenz Drive, Seguin, Guadalupe County, Texas 78155, where service may be had. The last three numbers of the Social Security number of Applicant are 735. The last three numbers of the Texas driver's license number of Applicant are 955.

3. EDGAR STOCKTON LAIRD, Decedent, who was domiciled at 221 West Holland, San Marcos, Hays County, Texas, died on or about June 19, 2019, in San Marcos, Hays County, Texas, at the age of 81. The last three numbers of the Testator's Texas driver's license number are 404. The last three numbers of Testator's Social Security number are 297.

4. This Court has jurisdiction and venue because Decedent was domiciled and had a fixed place of residence in this county on the date of death.

5. Decedent owned real and personal property described generally as home, real property, vehicle, cash, and personal effects, of a probable value in excess of \$50,000.00.

6. Decedent left a valid written Will ("Will") dated June 10, 2019, which was never revoked and is filed herewith.

7. The subscribing witnesses to the Will are as follows: Louis H. Salazar and Lynn B. Salazar.

The Will was made self-proved in the manner prescribed by law.

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Hays County
pg. 1 of 14

8. No child or children were born to or adopted by Decedent after the date of the Will.
9. No marriage of the Decedent was ever dissolved after the Will was made by divorce, annulment, or declaration that the marriage was void.
10. A necessity exists for the administration of this estate.
11. Decedent's Will named Applicant to serve without bond or other security as Independent Executor. Applicant would not be disqualified by law from serving as such or from accepting Letters Testamentary, and Applicant would be entitled to such letters.
12. None of the following are named as devisees by the Will: the State of Texas; any governmental agency of the State; or any charitable organization.

Applicant prays that citation issue as required by law to all persons interested in this Estate; that the Will be admitted to probate; that Letters Testamentary be issued to Applicant; and that all other orders be entered as the Court may deem proper.

Respectfully submitted,

SCANIO & SCANIO
A Professional Corporation

BY: Francesca Scanio Stacey

FRANCESCA SCANIO STACEY
144 E. San Antonio Street
San Marcos, Texas 78666
Tel: (512) 396-2016
Fax: (512) 353-2984
E-Mail: scanios@scaniolaw.com
State Bar No. 24077299
ATTORNEYS FOR APPLICANT

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CORRECT COPY
ELIASE H. CARDENAS, County Clerk
Guadalupe County
PS of 14

190270 P

Last Will and Testament of

EDGAR STOCKTON LAIRD

STATE OF TEXAS
COUNTY OF HAYS

09/09/2019

ELLEN H. CARRENS
COUNTY CLERK
HAYS COUNTY, TEXAS

2019 AUG -9 PM 3:28

FILED

I, EDGAR STOCKTON LAIRD, a resident of San Marcos, Hays County, Texas, do hereby make, publish, and declare this to be my last Will, hereby revoking any Wills and Codicils previously made by me.

I.

IDENTITY OF TESTATOR'S FAMILY

I declare that I am married to JUDITH LAIRD at the time of the making of this Will. Any references made in this Will to "my spouse" are references to her.

I was previously married to CONNIE LAIRD, but that marriage terminated on her death in 1974. Two children were born of my marriage to CONNIE LAIRD: EDGAR LAIRD, JR. and MARY LOUISE LAIRD BROWN. Both EDGAR LAIRD, JR. and MARY LOUISE LAIRD BROWN have predeceased me.

JUDITH LAIRD and I were previously married and then divorced. We have since remarried. One child was born of my marriage to JUDITH LAIRD: BRENNUS WALDEN LAIRD. Any references in this Will to "my child" or "child of mine" are references to BRENNUS WALDEN LAIRD.

II.

PAYMENT OF DEBTS, EXPENSES, AND TAXES

Except as may otherwise be provided in this Will, I direct that all of my legal debts, the expenses of my last illness and funeral, and the expenses of administering my estate shall be charged against my residuary estate and may be paid in such order and out of such of the assets of my residuary estate (including the income of my residuary estate) as my executor may deem best; provided, however, that if any property specifically devised in this Will is subject to a lien or similar encumbrance, the devisee will take the property subject to such lien or encumbrance (unless otherwise specifically provided in this Will). My executor is specifically given the right to renew and extend, in any form that it deems best, any secured or unsecured debt or charge existing at the time of my death. Under no circumstances shall my executor be required to prepay any debt of mine, nor shall my executor be required to pay a debt of mine barred by limitations, the provisions of the Texas Probate Code, the Texas Estates Code, the Texas Insurance Code, or other applicable law.

Edgar S. Laird

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ELLEN H. CARRENS, County Clerk
3 of 14

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Boards Meeting Packet 06/05/2019

Any person paying all or a portion of the cost of my funeral pursuant to an appointment as agent to control the disposition of my remains shall have a claim against my estate for reimbursement for said costs.

III.

PROPERTY BEING DISPOSED

It is my intention to dispose of all my probate assets in this Will.

IV.

DISPOSITION

(A) I give JUDITH LAIRD a life estate in the home and real property located at 221 West Holland Street, San Marcos, Hays County, Texas, and the remainder to BRENNUS LAIRD, if he survives me. If BRENNUS LAIRD fails to survive me, this gift shall lapse and pass as part of my residuary estate.

(B) I give all my interest in the following real property in Brown County, Texas, including improvements thereon and insurance related thereto to BRENNUS LAIRD, if he survives me:

160 acres of land in Brown County, Texas, the SE/4 of H.T.&B.R.R. Co., Section No. 25, Abstract No. 489, being more particularly described in the deed from W.M. Rosser et al to Frank Baker, et ux, recorded in Volume 317, page 481 of the deed records of Brown County, Texas.

If BRENNUS LAIRD fails to survive me, this gift shall lapse and pass as part of my residuary estate.

(C) The home and real property located at 2106 17th Street, Brownwood, Texas 76801, is jointly owned by me and my brother, ERNEST LAIRD, who has listed it for sale with my permission. I wish for the property to continue to be listed for sale and eventually sold. I give my share of the proceeds from the sale of this property to my residuary estate.

(D) I give all my interest in the following real property in Guadalupe County, Texas, including improvements thereon and insurance related thereto to BRENNUS LAIRD, if he survives me:

All that certain tract or parcel of land situated in Guadalupe County, Texas, a part of the Charles Henderson League and Labor Survey, Patent No. 501, Vol. 4, Abstract No. 147, more particularly described as follows:

53.14 acres of land, more or less, the southeastern portion of Subdivision No. 7 of said Charles Henderson League and Labor according to the Plat recorded in Guadalupe County Deed Record Vol. "L", Page 82, said 53.14 acres being the south portion of a 108.14 acre tract described in the Deed from Julius Mehlitz and wife to Albert Klatt dated July 16th, 1913, and recorded in Deed Record Volume 39, Pages 591-92, and

BEGINNING at a pile of rocks in corner of fence on the east side of the Seguin-San Marcos Road for southwest corner of this tract, same being at or near the Southwest corner of said Subdivision No. 7 of the

Edgar S Laird

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Charles Henderson League and Labor, which corner is further described as being 1900 varas North of the Southwest corner of the Charles Henderson League and Labor Survey;

THENCE North 4.32 varas to a stake;

THENCE, North 89° 55' East, parallel with fence and 12 feet distance from same, 527.67 varas to a stake set for the Southeast corner of a 90 acre tract conveyed to Willie Braune, Jr., by Julius Mehlitz, et ux, by Deed dated November 22nd, 1913, recorded in Deed Record Vol. 42, Pages 211-12;

THENCE with the East line of said 90 acre tract North 457.4 varas to a stake set for the Southwest corner of a 55 acre tract conveyed to Fritz Braune by Julius Mehlitz et ux by Deed dated December 27, 1924, recorded in Deed Record Vol. 83, Pages 26-27, said 55 acre tract being the North part of the hereinabove mentioned 108.14 acre tract;

THENCE with the south line of said 55 acre tract North 89° 55' East 640.72 varas to a stake in the east line of said 108.14 acre tract for Southeast corner of the 55 acres and Northeast corner of the tract;

THENCE with said East line of the 108.14 acres South 0° 39' East 462.42 varas to a stake corner of fence, the Southeast corner of said 108.14 acre tract and of this tract, being at or near the Southeast corner of said Subdivision No. 7;

THENCE with the south line of the 108.14 acre tract South 89° 55' West 1173.67 varas to the place of beginning.

The above-mentioned property is my separate property that was owned by me prior to my marriage to JUDITH LAIRD. If BRENNUS LAIRD fails to survive me, this gift shall lapse and pass as part of my residuary estate.

(E) I give the rest, residue, and remainder of my estate to BRENNUS LAIRD, if he survives me. If BRENNUS LAIRD fails to survive me, I give the rest, residue, and remainder of my estate to JUDITH LAIRD, if she survives me.

(F) No beneficiary shall have any right to anticipate, alienate, transfer, or encumber any part of his interest in my estate or of any trust created by this Will. The interest of each beneficiary in my estate and in any trust created hereby shall be free from control or interference by any creditor or the spouse of any beneficiary and shall not be liable for his debts or obligations, whether contractual or by tort, and shall not be taken by any such person by any process whatsoever and shall not be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process. This paragraph shall apply to all beneficiaries including contingent beneficiaries.

(G) Anything herein to the contrary notwithstanding, any trust or power of appointment created hereunder shall terminate, if it has not previously terminated, twenty (20) years after the death of the last surviving beneficiary of mine under this Will who shall be living at the time of my death, and the then remaining principal and undistributed income shall be distributed to those living persons per capita, or their issue per stirpes, if those persons be not living, who at the time of such

Edna S. Laird

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ELAINE H. CARDENAS, County Clerk
5 of 14

termination constitute the beneficiaries of the estate in proportion to their respective shares in the estate at the time of such termination.

(H) If any beneficiary contests or challenges this Will, prior to or after the time it is admitted to probate, any share or interest in my estate which would otherwise have passed to that beneficiary is revoked and shall be disposed of under the provisions of this Will as if said beneficiary had predeceased me without issue. Should any beneficiary bring litigation against and opposed by a fiduciary appointed in this Will, and said beneficiary does not prevail in such litigation, and should said beneficiary remain entitled to a portion of my estate, my fiduciary shall charge said beneficiary's legal fees and expenses incurred in such litigation against the unsuccessful beneficiary's share of my estate. This paragraph applies even if the will contestant or the beneficiary bringing litigation is acting in good faith.

(I) Unless otherwise specifically provided in this Will, a person shall not be considered to have survived me unless the person is alive on the sixtieth day after my date of death.

(J) A bequest in this Will includes insurance associated with the asset that provides coverage if the asset is lost, stolen, damaged, or destroyed.

V.

EXECUTOR

(A) I appoint ERNEST LAIRD to serve as Independent Executor of my estate. If he fails or ceases to serve, I appoint BRENNUS LAIRD to serve as Independent Executor of my estate.

(B) To the extent permitted by law, no action shall be had in any court exercising probate jurisdiction in relation to the settlement of my estate other than the probating and recording of my Will and the return of an inventory, appraisal, and list of claims of my estate, or an affidavit in lieu thereof if allowed by law.

(C) I appoint as ancillary fiduciary the person or corporation which my executor shall appoint in writing. Unless prohibited by applicable law or court rule, my executor may appoint itself as ancillary fiduciary.

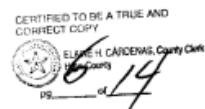
(D) No bond or other security shall be required of any executor appointed in this Will.

VI.

PROVISIONS CONCERNING FIDUCIARIES

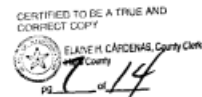
(A) I intend my executor to be independent as that term is used and defined under Texas law. I grant to all my fiduciaries discretion and complete power to administer my estate and any trust under my Will and I grant to all my fiduciaries all powers conferred on trustees and executors by the Texas Trust Code, Texas Probate Code, and Texas Estates Code, except that in the event of a conflict between any such Code and my Will, the Will shall control to the extent permitted by law. In

Edgar S. Stein



in addition to those powers now or subsequently conferred by law this grant shall include without limitation the following powers, all of which may be exercised without the necessity of securing the approval or order of any court: (1) To acquire, by purchase or otherwise, retain, invest, reinvest and manage, temporarily or permanently, any realty or personalty, without diversification as to kind, amount or risk of nonproductivity or depreciation and without limitation by statute or rule of law; (2) To alter, improve, repair, replace, abandon, and demolish assets; (3) To sell, exchange, encumber, lease for any period, or otherwise dispose of assets, publicly or privately, with or without approval, and to give options for those purposes on such terms and for such consideration as the fiduciary deems advisable; (4) To advance or borrow money and to hold, mortgage, and pledge property for the repayment of same; (5) To purchase from, borrow from, sell to, and generally to deal with themselves individually and as a fiduciary of any estate or trust created by me or otherwise, or with partnerships, corporations, and financial or business organizations in which they may own an interest, provided fair consideration is paid; (6) To continue, invest in, or liquidate any partnership, corporation, or business in which I may own an interest; (7) To abandon, compromise, contest, and arbitrate claims; (8) To hold title in the name of a nominee; (9) To make partitions and distributions in kind, in money, or partly in each, without requiring a pro rata distribution of specific assets and without regard to differences in tax bases of any such property, at fair market value on the date of distribution (in this regard, except to the extent which may otherwise be provided in this will, my executor is specifically given the power to decide which persons shall receive the particular items of personal property not specifically bequeathed to a beneficiary by this Will); (10) To carry out the terms of any valid agreement which I may have entered into during my lifetime concerning property which I may own at my death; (11) To determine all matters of estate and trust accounting; (12) To comply with any buy-sell agreement into which I have entered; (13) To terminate a trust and distribute the assets to the beneficiary then entitled to receive discretionary distributions therefrom, if the trustee (other than a beneficiary who would receive all or part of such distribution) determines that the size of the trust is such as to make its continuation uneconomical; (14) To transfer to or merge all of the assets held under any trust created under this Will to any other substantially identical trusts created either by trust instrument or by will for the benefit of the same beneficiary, and to terminate the trust created under this Will, regardless of whether the trustee under this Will is also acting as the trustee of such other substantially identical trust; (15) To resign as a fiduciary by filing an appropriate resignation with the Probate Court in the case of an executor, or by sending an acknowledged written notice to trust beneficiaries in the case of a trustee; (16) To receive additional assets from sources other than my probate estate, including without limitation life insurance proceeds and benefits of retirement, profit-sharing, and pension plans, and to allocate them to the appropriate

Edson S. Yauco



trusts or beneficiaries; (17) To obtain the services of attorneys, accountants, and investment advisors and to pay them reasonable compensation; (18) Unless otherwise prohibited in this Will, to appoint a successor fiduciary to succeed to his or her position in the event the successors specifically named in this Will fail to qualify or cease to serve in such position; (19) To the extent authorized by law, to access, take control of, obtain passwords for, use, continue, and terminate digital assets, including e-mail services, online accounts (including financial, social networking, and government benefit accounts), websites, blogs, Twitter accounts, and similar items; (20) To vote shares of corporate stock and other business ownership interests, to give proxies to do so, and to carry on business activities; (21) To make an irrevocable transfer to a custodian for the benefit of a "minor" (as defined by the Texas Property Code §141.002) under the Texas Uniform Transfers to Minors Act, if such a transfer does not conflict with another provision of this Will; and (22) To seek court appointment of a special fiduciary if needed to exercise a power to make discretionary distributions pursuant to Section 113.029 of the Texas Property Code.

(B) Except as may otherwise be provided in this Will, each fiduciary shall be entitled to reasonable compensation for services actually performed and to reimbursement for expenses necessarily incurred in the administration of my estate or any trust under my Will. With respect to any fiduciary such compensation shall not exceed charges for similar services made from time to time by corporate fiduciaries in the same geographic area.

(C) Except as may otherwise be required by this Will, no fiduciary shall be required to give bond in any jurisdiction, unless bonds are required by law or court rule which cannot be waived, and in that event no surety shall be required.

(D) My fiduciaries shall have no liability for their performance of the duties of their positions absent gross negligence, fraud, bad faith, or willful misconduct. Specifically, in assessing the propriety of any investment of a trust, the overall performance of the entire trust shall be taken into account.

(E) In determining the estate, inheritance, and income tax liability of my estate, the decisions of my executor shall be binding and conclusive upon all concerned as to the tax elections he or she makes. I give my independent executor the power to allocate any federal exemption from the federal generation-skipping transfer tax to any property with respect to which I am the transferor for purposes of such tax (regardless of whether such property is included in my probate estate) and to exclude any such property from such allocation. In making decisions concerning the deceased spousal unused exclusion (DSUE amount) and portability, my executor shall comply with any previous written agreement I have made with the surviving spouse (whether before or after the date of our marriage) concerning the transfer of the DSUE amount to my spouse, unless such provision

was revoked. If my executor would not be required to file a federal estate tax return other than to make a portability election, my surviving spouse shall pay the reasonable costs incurred or to be incurred in effecting the portability election, including accounting, appraisal, and legal costs.

(F) Fiduciaries shall be fully protected and shall not be liable to the beneficiaries of my estate or any other person directly or indirectly for any information furnished to the Internal Revenue Service or to such beneficiaries, if the fiduciary has made reasonable efforts to obtain such information, verify its accuracy, and impart such information.

(G) Any subsequent fiduciary shall be responsible only for the assets he or she receives in his or her capacity as fiduciary, and said subsequent fiduciary need not examine the accounts or acts of a prior fiduciary.

(H) A trustee in its discretion may loan money to, and purchase assets from, the estate to furnish liquidity to the estate.

(I) Unless otherwise provided in this Will, a Trustee's primary concern shall be for the then-current beneficiary of the trust.

(J) Unless otherwise provided in this Will, if a trust established pursuant to the terms of this Will contains or acquires any property used as the principal residence of my spouse (if I have a spouse surviving me the length of time required by this Will) or of another beneficiary of the trust, that person has the right to use and occupy such residential property for the term of the trust rent free and without charge, except for taxes and other costs and expenses (if any) specified in this Will.

VII.

GENERAL

(A) This Will has been drawn and executed in the State of Texas. All questions concerning the meaning and intention of any of its terms, its validity, or the exercise of the powers of appointment, if any, or the administration of any trusts or powers created herein, shall be determined in accordance with the laws of this State.

(B) If any provision of this Will or of any Codicil thereto is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective as far as is possible and reasonable.

(C) The term "issue," if used in this Will, means descendants in any degree of the ancestor designated and includes adopted children. A child in gestation who is born alive shall be considered a child in being throughout the period of gestation.

(D) Unless I have specifically provided otherwise in this will, and except for discretionary distributions which may be made unequally among a group of beneficiaries and distributions pursuant to the valid exercise of a power of appointment, whenever a distribution is to be made to

Edgar S. Smith

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ELIZABETH CARDENAS, County Clerk
Guadalupe County
10/14

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the issue per stirpes of any person, the property to be distributed shall be divided into as many shares as there are living children of the person and deceased children of the person who left descendants who are then living. Each living child, if any, shall take one share and the share of each deceased child shall be divided among his then living descendants in the same manner.

(E) The terms "last will and testament," "last will," and "will," when used in this document and in any self-proving affidavit attached hereto, are interchangeable and are identical in meaning.

(This Will continues with Part VII(F) on the following page.)

Edwin S. Jarama

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Board Meeting Packet 00/09/2020

(F) As used in this Will, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

VIII.

TESTIMONIUM CLAUSE

IN TESTIMONY WHEREOF, I, EDGAR STOCKTON LAIRD, hereby set my hand to this my last Will, each page of which has been signed or initialed by me, on this the 10 day of June, 2019, at San Marcos, Texas.

Edgar Stockton Laird
EDGAR STOCKTON LAIRD

IX.

ATTESTATION CLAUSE

The foregoing instrument, consisting of nine (9) pages, including this page, was in our presence signed and/or initialed by EDGAR STOCKTON LAIRD, and declared by him to be his last Will. We, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses on this the 10th day of June, 2019, and we certify that, in our opinion and belief, the said testator is of sound and disposing mind.

WITNESS:

Louis H. Salazar
Lynn B. Salazar

ADDRESS:

144 E. San Antonio
San Marcos, Texas 78666
144 E. San Antonio
San Marcos, Texas 78666

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ELANEH CARDENAS, County Clerk
Guadalupe County
Pg. 11 of 14

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Board Meeting Packet 05/20/20

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared EDGAR STOCKTON LAIRD, Louis H. Salazar, and Lynn B. Salazar known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said EDGAR STOCKTON LAIRD, Testator, declared to me and the said witnesses in my presence that said instrument is his Will, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Will, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof (or the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

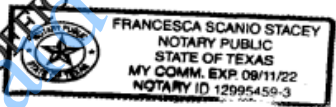
Edgar Stockton Laird
TESTATOR

Louis H. Salazar
WITNESS

Lynn B. Salazar
WITNESS

SUBSCRIBED AND SWORN TO before me by the said EDGAR STOCKTON LAIRD, Testator, and by the said Louis H. Salazar and Lynn B. Salazar witnesses, this 10th day of June, A.D. 2019.

Francesca Scanio Stacey
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 9/11/2022
NOTARY'S NAME PRINTED:
Francesca Scanio Stacey



FILED
HAYS COUNTY, TEXAS
at 10:15 o'clock A.M.

NO. 19-0270 P

SEP - 9 2019

ESTATE OF	§	IN THE COUNTY COURT
EDGAR STOCKTON LAIRD,	§	AT LAW NO. <u>Elaine H. Cardenas</u>
DECEASED	§	COUNTY CLERK
	§	HAYS COUNTY, TEXAS


**ORDER ADMITTING WILL TO PROBATE AND
AUTHORIZING LETTERS TESTAMENTARY**

On this day the Court heard the *Application For Probate of Will and Issuance of Letters Testamentary* filed by ERNEST LAIRD ("Applicant") in the Estate of EDGAR STOCKTON LAIRD, Deceased ("Decedent").

The Court heard the evidence and reviewed the Will and the other documents filed herein and finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Decedent is dead and that four years have not elapsed since the date of Decedent's death; that this Court has jurisdiction and venue of the Decedent's estate; that Decedent left a will dated June 10, 2019, executed with the formalities and solemnities and under the circumstances required by law to make it a valid will ("the Will"); that on such date Decedent had attained the age of 18 years and was of sound mind; that the Will was not revoked by Decedent; that no objection to or contest of the probate of the Will has been filed; that all of the necessary proof required for the probate of the Will has been made; that the Will is entitled to probate; that in the Will, Decedent named ERNEST LAIRD as Independent Executor, to serve without bond, who is duly qualified and not disqualified by law to act as such and to receive Letters Testamentary; that a necessity exists for the administration of this estate; and that no interested person has applied for the appointment of appraisers and none are deemed necessary by the Court. None of the following are named as devisees by the Will: the State of Texas; any governmental agency of the

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Board Meeting Packet 06/05/2026

CERTIFIED TO BE A TRUE AND
CORRECT COPY



ELAINE H. CARDENAS, County Clerk
Pro Se
Pg 13 of 14

State; or any charitable organization.

It is ORDERED that the Will is admitted to probate, and the Clerk of this Court is ORDERED to record the Will, together with the Application, in the Judge's Probate Docket of this Court.


It is ORDERED that no bond or other security is required and that upon the taking and filing of the Oath required by law, Letters Testamentary shall issue to ERNEST LAIRD, who is appointed as Independent Executor of Decedent's Will and Estate, and no other action shall be had in this Court other than the return of an Inventory, Appraisement, and List of Claims, or affidavit in lieu thereof as required by law.

SIGNED this 9th day of September 2019.


JUDGE PRESIDING


APPROVED AS TO FORM:

SCANIO & SCANIO
A Professional Corporation

BY: 
FRANCESCA SCANIO STACEY
State Bar No. 24077299
144 E. San Antonio St.
San Marcos, TX 78666
Telephone: (512) 396-2016
Facsimile: (512) 353-2984
Email: scanios@scaniolaw.com
ATTORNEYS FOR ERNEST LAIRD

I, ELAINE H. CARDENAS, COUNTY CLERK,
HAYS COUNTY, TEXAS, do hereby certify that this is
a true and correct copy as same appears of record
in my office. Witness my hand and seal of office on:



November 13, 2019
ELAINE H. CARDENAS
HAYS COUNTY CLERK
BY DEPUTY 



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

201999026492

I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
11/18/2019 12:57:48 PM PAGES: 16 LINES
TERESA KIEL, COUNTY CLERK



Teresa Kiel

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Independence Title/GF# 233746-COM/GMH

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GUADALUPE §

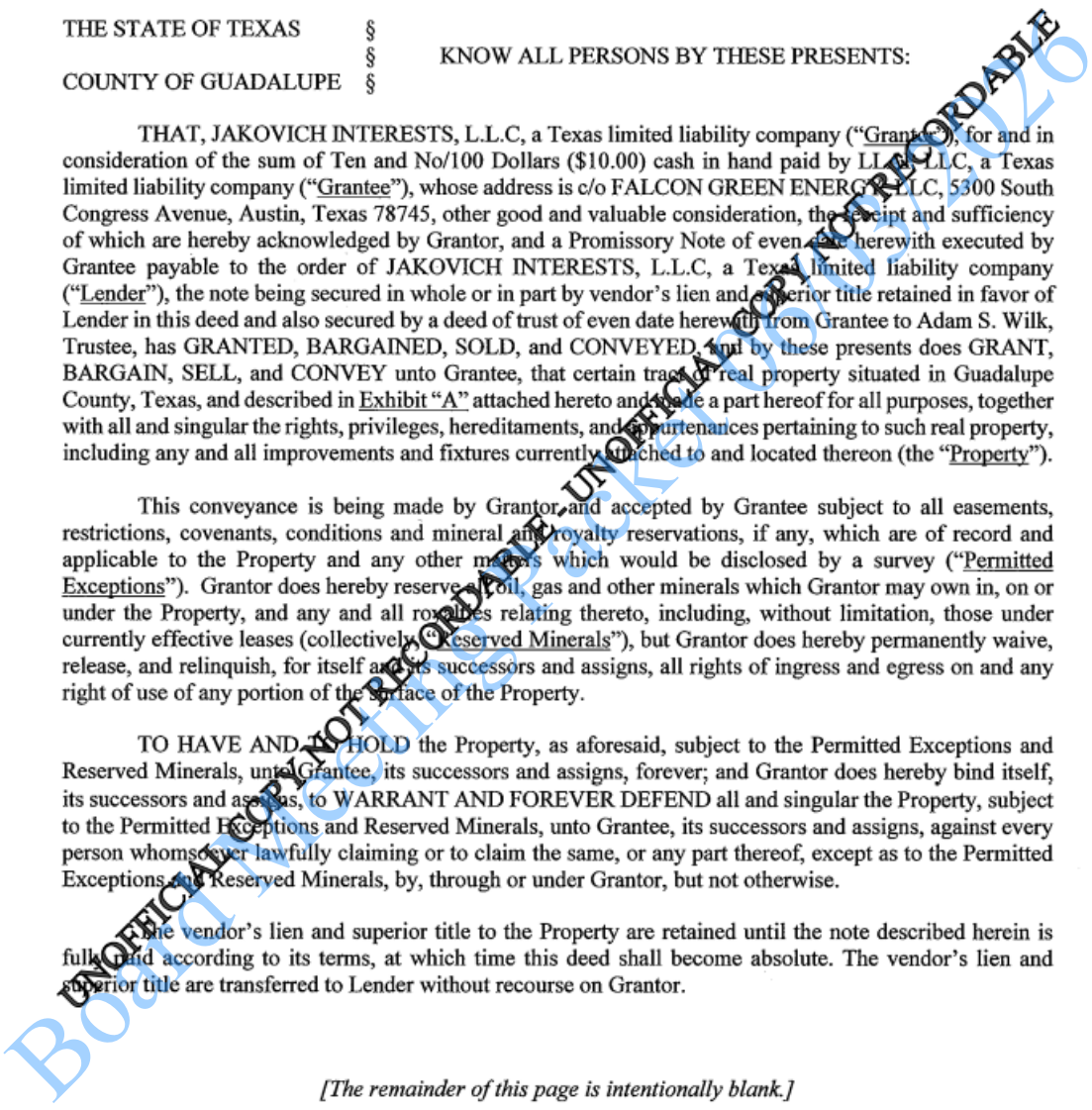
THAT, JAKOVICH INTERESTS, L.L.C, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by L.L.C., a Texas limited liability company ("Grantee"), whose address is c/o FALCON GREEN ENERGY, LLC, 5300 South Congress Avenue, Austin, Texas 78745, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and a Promissory Note of even date herewith executed by Grantee payable to the order of JAKOVICH INTERESTS, L.L.C, a Texas limited liability company ("Lender"), the note being secured in whole or in part by vendor's lien and superior title retained in favor of Lender in this deed and also secured by a deed of trust of even date herewith from Grantee to Adam S. Wilk, Trustee, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, that certain tract of real property situated in Guadalupe County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, covenants, conditions and mineral and royalty reservations, if any, which are of record and applicable to the Property and any other matters which would be disclosed by a survey ("Permitted Exceptions"). Grantor does hereby reserve oil, gas and other minerals which Grantor may own in, on or under the Property, and any and all royalties relating thereto, including, without limitation, those under currently effective leases (collectively, "Reserved Minerals"), but Grantor does hereby permanently waive, release, and relinquish, for itself and its successors and assigns, all rights of ingress and egress on and any right of use of any portion of the surface of the Property.

TO HAVE AND TO HOLD the Property, as aforesaid, subject to the Permitted Exceptions and Reserved Minerals, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions and Reserved Minerals, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Permitted Exceptions and Reserved Minerals, by, through or under Grantor, but not otherwise.

The vendor's lien and superior title to the Property are retained until the note described herein is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

[The remainder of this page is intentionally blank.]



EXECUTED to be effective the 31 day of May, 2024.

GRANTOR:

JAKOVICH INTERESTS, L.L.C,
a Texas limited liability company,


By: _____
Jared Jakovich, President


THE STATE OF TEXAS

COUNTY OF Texas

§
§
§

This Instrument was acknowledged before me this 31 day of May, 2024, by Jared Jakovich, in his capacity as President of Jakovich Interests, L.L.C., a Texas limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

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Board Meeting Packet 05/20/20

Exhibit "A"

BEING A 52.932 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE CHARLES HENDERSON SURVEY, ABSTRACT 147 IN GUADALUPE COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 52.932 ACRE TRACT OF LAND CONVEYED TO MARTHA LEA RANFT BY DEED RECORDED IN VOLUME 1004, PAGE 736 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS; SAID 52.932 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MAY 2016.

BEGINNING at a 1/2" iron rod found on the southerly margin of Braune Road for the northwesterly corner hereof and the northeasterly corner of that certain 45.00 acre tract of land conveyed to Janet B. Magin by deed recorded in Volume 2066, Page 48 of said official public records;

THENCE along Braune Road the following three (3) calls:

1. N 89° 37' 27" E a distance of 477.00 feet to a 1/2" iron rod found for angle point;
2. S 87° 09' 34" E a distance of 490.89 feet to a 1/2" iron rod found for angle point;
3. N 87° 55' 15" E a distance of 794.80 feet to a 1" iron pipe found for the northeast corner hereof and the northwest corner of that certain 95.05 acre tract of land conveyed to LCRA Transmission Services Corp. by deed recorded in Volume 1657, Page 186 of said official public records;

THENCE S 01° 15' 53" E a distance of 1300.96 feet to a 1/2" iron rod found on the westerly line of that certain 175.29 acre tract of land conveyed to Warren Kutscher by deed recorded in Volume 895, Page 802 of said official public records for the southeast corner hereof and the northeast corner of that certain 53.00 acre tract of land conveyed to Dr. E.S. Laird by affidavit of heirship recorded in Volume 1410, Page 651 of said official records

THENCE S 88° 48' 38" W a distance of 1768.31 feet to a 6" steel fence post found on the east line of the aforesaid Magin 45.00 acre tract for the southwest corner hereof and northwest corner of said Laird 53.00 acre tract;

THENCE N 00° 57' 47" W a distance of 1329.90 feet along said line to the POINT OF BEGINNING, containing 52.932 acres of land, more or less.

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202499012820
Recorded On: June 03, 2024 02:03 PM
Total Pages: 4
Total Fees: \$33.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN PART OF THIS INSTRUMENT.**

Receipt Number: 20240603000132
User: Leah
Station: Production 4

Return To:
EPN

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

20199

WILLIAM F. BRAUNE AND MARGARET R. BRAUNE TO JANET B. MAGIN

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 15, 2004

GRANTOR: WILLIAM F. BRAUNE AND MARGARET R. BRAUNE

GRANTOR'S MAILING ADDRESS: 1100 Braune Road, San Marcos, Guadalupe County, Texas 78666

GRANTEE: JANET B. MAGIN

GRANTEE'S MAILING ADDRESS: 6741 N. State Hwy 123, Seguin, Guadalupe County, Texas 78155

CONSIDERATION: Love of, and affection for Grantee

PROPERTY (including any improvements): All that certain 45 acres of land, more or less, located in the Chas. Henderson League Tract in Guadalupe County, Texas, and being Tracts 4, 5, and 6 as set forth in Partition instrument dated April 29, 1954, between the children of Willie Braune, Jr., recorded in Volume 06, Pages 48-52 of the Deed Records of Guadalupe County, Texas, which instrument is hereby incorporated by reference for all purposes.

EXCEPTIONS TO COMEYANCE AND WARRANTY:

Any and all covenants, conditions, easements, restrictions, and mineral and royalty severances, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Guadalupe County, Texas, and make it part of the general exceptions taxes for 2004, the payment of which Grantee assumes.

When the context requires, singular nouns and pronouns include the plural.

William F. Braune
WILLIAM F. BRAUNE

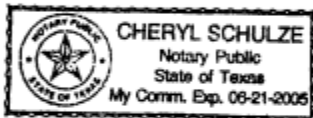
Margaret R. Braune
MARGARET R. BRAUNE

THE STATE OF TEXAS)

COUNTY OF GUADALUPE)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. BRAUNE AND MARGARET R. BRAUNE, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 5 day of September, 2004.



Cheryl Schulze
Notary Public, State of Texas

Board Meeting Packet 6/03/2026
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THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was filed on the date and at the time stamped hereon and was duly recorded in the Public Records of Guadalupe County,

Jesse Hall
County Clerk,
Guadalupe County Texas

FILED FOR RECORD
04 SEP 29 12:53

WESA KIEL
COUNTY CLERK GUADALUPE COUNTY

WARRANTY DEED
Braune/J.Magin-45 acres
File 22970

SAN MARCOS TITLE CO.
OF # 049853SMT

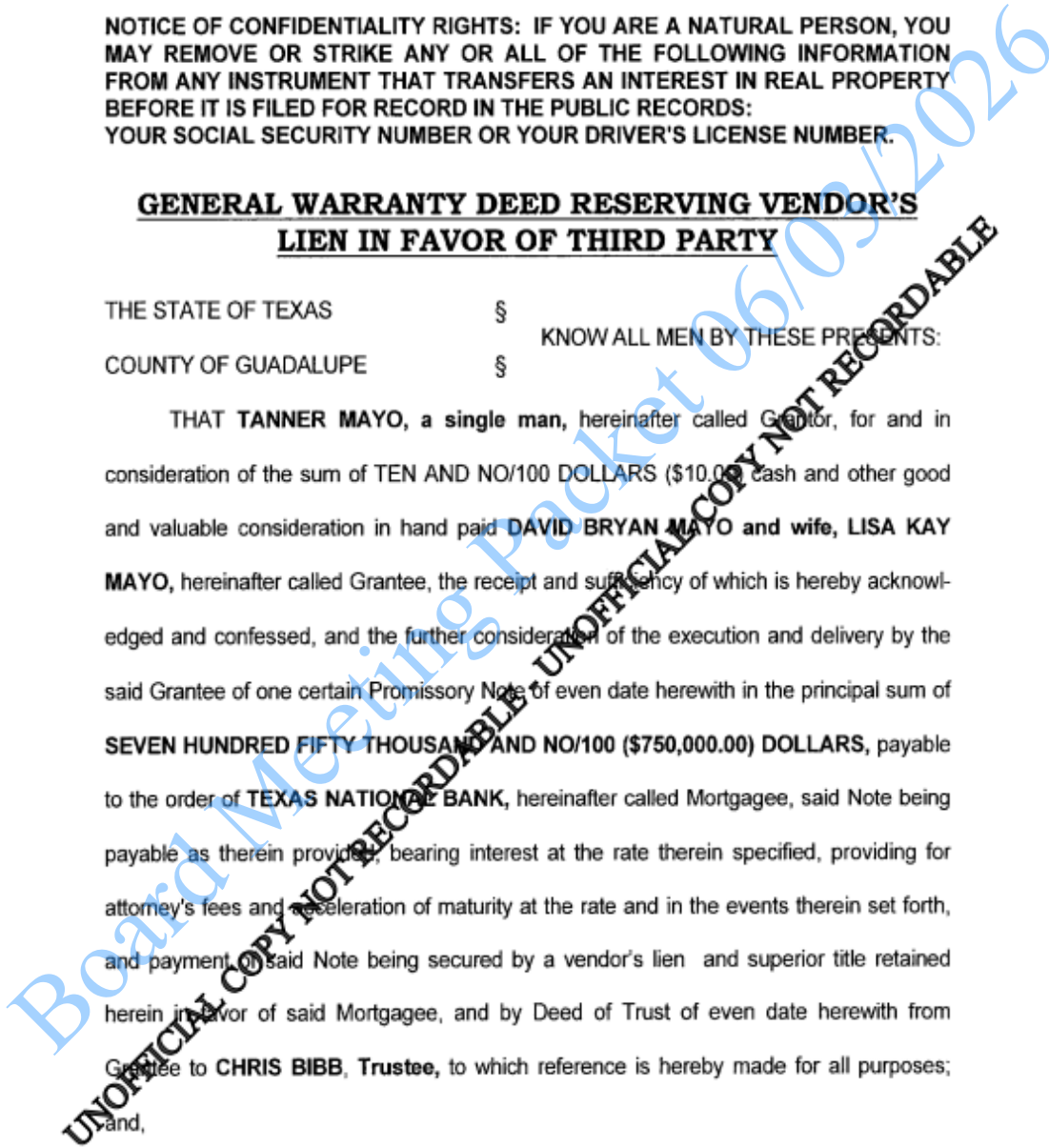
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED RESERVING VENDOR'S LIEN IN FAVOR OF THIRD PARTY

THE STATE OF TEXAS §
COUNTY OF GUADALUPE § KNOW ALL MEN BY THESE PRESENTS:

THAT **TANNER MAYO**, a single man, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid **DAVID BRYAN MAYO and wife, LISA KAY MAYO**, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Grantee of one certain Promissory Note of even date herewith in the principal sum of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS**, payable to the order of **TEXAS NATIONAL BANK**, hereinafter called Mortgagee, said Note being payable as therein provided, bearing interest at the rate therein specified, providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, and payment on said Note being secured by a vendor's lien and superior title retained herein in favor of said Mortgagee, and by Deed of Trust of even date herewith from Grantee to **CHRIS BIBB, Trustee**, to which reference is hereby made for all purposes;

and,
WHEREAS, Mortgagee has, at the special instance and request of said Grantee herein, paid to Grantor herein **\$750,000.00** of the purchase money for the property hereinafter described as represented by the above described Note, said Note, together with the vendor's lien and Deed of Trust Lien against said property securing the payment of said Note is, without recourse upon the Grantor herein, hereby assigned, transferred



and delivered to Mortgagee, the Grantor hereby conveying to the said Mortgagee the said superior title to said property, and subrogating the said Mortgagee unto all the rights and remedies of Grantor in the premises by virtue of said Note and liens; the indebtedness evidenced by said Note being due and payable as therein provided, both principal and interest being due and payable at the office of **TEXAS NATIONAL BANK**;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT SELL and CONVEY unto the said Grantee, the following described property, to-wit:

Tract 1:

A **22.43** acre tract situated in the Charles Henderson Survey, Abstract Number 147, Guadalupe County, Texas, called "Tract I" and described in a General Warranty Deed with Vendor's Lien to Tanner Mayo dated June 25, 2018, recorded as Document 201899014229, Official Public Records, Guadalupe County, Texas; said 22.43 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Tract 2:

Being a **1.57** acre tract situated in the Charles Henderson Survey, Abstract Number 147, Guadalupe County, Texas, called "Tract II" and described in a General Warranty Deed with Vendor's Lien to Tanner Mayo dated June 25, 2018, recorded as Document 201899014229, Official Public Records of Guadalupe County, Texas; and being more particularly described by metes and bounds in Exhibit "B" attached hereto.

This conveyance is made subject to, all and singular, the restrictions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Guadalupe County, Texas.

Taxes for the current year have been prorated and are thereafter assumed by Grantee.

It is expressly agreed and stipulated that a vendor's lien is retained in favor of the payee in said Note against the above described property, premises and improvements, until said Note, and all interest thereon, is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

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 Grantee, Grantee's heirs and assigns forever.

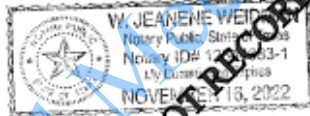
Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.


DATED the 12 day of **October**, 2022


TANNER MAYO, a single man

STATE OF TEXAS
COUNTY OF Dauphin

This instrument was acknowledged before me on this the 12 day of **October**, 2022, by TANNER MAYO, a single man.




Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

106 N. Canyonwood Dr.
Drifting Springs, TX. 78620

7800 Greeds
Marcos Title Co. (SV)
SF # 20953SMT

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 20180380

Tract I:

STATE OF TEXAS
COUNTY OF GUADALUPE

22.43 ACRES
CHARLES HENDERSON SURVEY
ABSTRACT # 147

BEING A 22.43 ACRE TRACT OF LAND SITUATED IN THE CHARLES HENDERSON SURVEY, ABSTRACT # 147, GUADALUPE COUNTY, TEXAS, BEING THAT CALLED 22.43 ACRE TRACT OF LAND (EXHIBIT "B") CONVEYED TO KAY C. BACKUS IN VOLUME 2816, PAGE 88, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with "ASH 5687" cap set in the east line-of-way line of State Highway # 123 (107 Public R.O.W.), same being at the northeast corner of a called 63.01 acre tract of land conveyed to Samuel Rodix, Jr., et al, in Volume 1078, Page 83 of the Official Public Records of Guadalupe County, Texas, and also being at the southeast corner of a proposed 30' access easement surveyed this day, for the southeast corner of a called 69.91 acre tract of land (Exhibit "A") conveyed to Kay C. Backus in Volume 2816, Page 88, Official Public Records of Guadalupe County, Texas, also known as Tract # 1 surveyed this day, and from thence a concrete monument found in the west line of said State Highway 123 bears South 00°41'24" East, a distance of 236.60 feet;

THENCE South 89°09'53" West (South 90°00'00" West Record), with the north line of said 63.01 acre Rodix tract, and the south line of said Tract # 1, and the south line of said proposed 30' access easement, a distance of 2281.91 feet (2282.00' Record) to a 1/2 inch iron rod with "ASH 3697" cap set at the northwest corner of said 24.43 acre Tract # 2, for POINT OF BEGINNING of the herein described tract of land;

THENCE South 03°14'38" East (South 02°15'34" East Record), with the west line of said 69.91 acre Rodix tract of land, and the corners of a wire fence line, at a distance of 17.19 feet passing a 1/2 inch iron rod at a corner fence post, and continuing on for a total distance of 1065.33 feet (1065.34' Record), in a 6" copper wire rod found at the southwest corner of said 69.91 acre Rodix tract of land, for the southeast corner of the herein described tract of land, same being in the north line of a called 74.24 acre tract of land conveyed to Nancy Elbel in Volume 2049, Page 190 of the Official Public Records of Guadalupe County, Texas;

THENCE South 89°13'03" West (South 89°47'40" West Record), with the north line of said 74.24 Elbel tract and the corners of a wire fence line, a distance of 932.49 feet (932.59' Record), to a 1/2 inch iron pipe found at the northwest corner of said 74.24 acre Elbel tract, for the southwest corner of the herein described tract of land, same being in the east line of a called 126.95 acre tract of land conveyed to Sally & JP Forney Ranch LLC, in Volume 2835, Page 445, Official Public Records of Guadalupe County, Texas;

THENCE North 01°52'01" West (North 00°51'55" West Record), with the east line of said 126.95 acre Forney tract and the corners of a wire fence line, a distance of 1061.33 feet (1061.19' Record) to a 6" cedar fence corner post found for the northwest corner of the herein described tract of land, same being at the southwest corner of the aforementioned 85.10 acre Tract # 1;

THENCE North 89°09'53" East (North 90°00'00" East Record), at a distance of 876.85 feet passing the southwest corner of the afore-mentioned proposed 30' access easement, and continuing on for a total distance of 906.83 feet (906.55' Record) to the POINT OF BEGINNING and containing 22.43 ACRES OF LAND.

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (NAD83) ACCURACY REFERENCE NETWORK & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & MADS.

UNOFFICIAL COPY FOR RECORDING BOARD OF GUADALUPE COUNTY TEXAS NOT RECORDABLE 10/13/2026

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during January 2016, and is true and correct to the best of my knowledge and belief.


Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attached: Drawing of 22.43 acres
Jct: 16-0289

01/27/16
Date



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Board Meeting Packet 06/03/2026

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF GUADALUPE 1.57 ACRE TRACT OF LAND
CHARLES HENDERSON SURVEY
ABSTRACT # 147

BEING A 1.57 ACRE TRACT OF LAND SITUATED IN THE CHARLES HENDERSON SURVEY, ABSTRACT # 147, GUADALUPE COUNTY, TEXAS, SAME BEING A PORTION OF THAT 81.16 ACRE TRACT OF LAND CONVEYED TO KAY C. BACKUS IN VOLUME 2816, PAGE 88, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING as a 1/2 inch line and with "ASH 5687" cap set in the west right-of-way line of State Highway # 123 (120' Public R.O.W.), same being at the northeast corner of a called 83.91 acre tract of land conveyed to Samuel Redix, Jr., et al, in Volume 1078, Page 733 of the Official Public Records of Guadalupe County, Texas, and being at the southeast corner of the said Kay C. Backus in Volume 2816, Page 88, Official Public Records of Guadalupe County, Texas, known as Tract # 2 and surveyed this day, and continuing on for a total distance of 208.91 feet to the southwest corner of proposed 30' access easement herein described;

THENCE South 89°46'53" West (South 90°00'00" West Reason), along north line of said 83.91 acre Redix tract, passing at a distance of 225.19 feet a 1/2 inch "ASH 5687" cap set at the northeast corner of a called 22.43 acre tract of land (Exhibit A) conveyed to Kay C. Backus in Volume 2816, Page 88, Official Public Records of Guadalupe County, Texas, known as Tract # 2 and surveyed this day, and continuing on for a total distance of 208.91 feet to the southwest corner of proposed 30' access easement herein described;

THENCE departing said 22.43 acre Tract # 2, the said 85.10 acre Tract # 1, the following (7) courses and distances:

- 1) North 89°49'47" West, a distance of 30.00 feet to the northwest corner of the proposed 30 foot access easement herein described;
- 2) North 89°40'33" East, a distance of 202.06 feet to the east line of said 85.10 acre Tract # 1 and the common west line of said State Highway # 123 (120' Public R.O.W.), for the northeast corner of the proposed 30 foot access easement herein described;

THENCE South 09°41'04" East, along the common line of said 85.10 acre Tract # 1 and said State Highway # 123, a distance of 30.00 feet to the POINT OF BEGINNING and CONTAINING 1.57 ACRES OF LAND.

BEARING AND DISTANCES DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN BORN ACCURACY REFERENCE POINTS & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number:	20229031841
Recorded On:	October 13, 2022 08:23 AM
Total Pages:	7
Total Fees:	\$48.00

Discriminatory restrictive covenants based on race, color, religion, sex, or national origin are prohibited by the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelley v. Kramer 1948.

THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION AND SHALL REMAIN A PART OF THIS INSTRUMENT.

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User:	John Long	CSC
Station:	1010 Long	

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

UNOFFICIAL COPY - BOARD MEETING PACKET - NOT RECORDABLE

895/0802

WARRANTY DEED

DATE: September 12, 1989 . 6853

GRANTOR: MARVIN A. KUTSCHER

GRANTOR'S MAILING ADDRESS (including county):

Route 1, Box 68, San Marcos, Guadalupe County, Texas 78666

GRANTEE: WARREN MARVIN KUTSCHER

GRANTEE'S MAILING ADDRESS (including county):

Route 1, Box 74, San Marcos, Guadalupe County, Texas 78666

CONSIDERATION:

One and No/100 Dollar (\$1.00) and love and affection.

PROPERTY (including any improvements):

All of Grantor's right, title and interest in and to the two following described tracts of land situated in Guadalupe County, Texas, to-wit:

TRACT ONE:

All that certain 100 acre, more or less, tract of land situated in the Charles Henderson League Survey in Guadalupe County, Texas, and being more particularly described in a deed from the Dallas Joint Stock Land Bank of Dallas to Marvin A. Kutscher and wife, Ella M. Kutscher, dated June 25, 1942, recorded in Volume 190, Page 570, of the Deed Records of Guadalupe County, Texas.

TRACT TWO:

All that certain 96.392 acre, more or less, tract of land situated in the Charles Henderson League and Labor Survey in Guadalupe County, Texas, and being more particularly described in a deed from the John Hancock Mutual Life Insurance Company to Marvin Kutscher, dated May 27, 1946, recorded in Volume 220, Page 113, of the Deed Records of Guadalupe County, Texas.

All of the herein mentioned recorded instruments and plats are incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all conditions, covenants, restrictions, easements, reservations, oil, gas and mineral leases, and mineral severances, if any, relating to the property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Guadalupe County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's

895/0803

heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

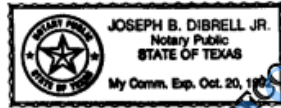
When the context requires, singular nouns and pronouns include the plural.

Grantor grants and conveys the property to Grantee as Grantee's separate property.

Marvin A. Kutscher
MARVIN A. KUTSCHER

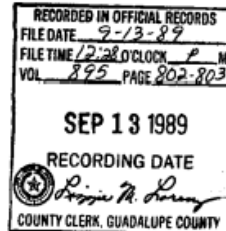
STATE OF TEXAS
COUNTY OF GUADALUPE

This instrument was acknowledged before me on September 12, 1989, by MARVIN A. KUTSCHER.



Joseph B. Dibrell Jr.
Notary Public, State of Texas
Notary's name (printed):
JOSEPH B. DIBRELL, JR.
Notary's commission expires:
10/20/92

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.



5/1m30

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CO-EXECUTORS DEED

Date: January 2, 2024

Grantor: CHERYL ANN ZENGLER DYCUS and JOHN CLINTON ZENGLER, Independent Co-Executors of the Estate of MARILYN ANN ZENGLER, Deceased, pending in the County Court at Law of Comal County, Texas, in Cause Number 2023PC0294.

Grantor's Mailing Address (including county): 950 Stonewall Street
New Braunfels, Comal County, Texas 78130

Grantee: JOHN CLINTON ZENGLER, as his sole and separate property

Grantee's Mailing Address (including county): 5677 Centerpoint Road
San Marcos, Guadalupe County, Texas 78666

Consideration: In compliance with the terms and intentions of the Will of MARILYN ANN ZENGLER and for other good and valuable consideration.

Property:

Being an 18.701 acre tract situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said 18.701 acre tract is out of the residue of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002, in Volume 1682, Page 716 of the Official Records of said County (described in Volume 59, Page 307 of the Deed Records) and being described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:


This conveyance is made and accepted subject to any and all of the conditions, restrictions, reservations, covenants, easements and setbacks, relating to the hereinabove described property, to the extent they are still in effect, shown of record in the above mentioned County and State, and to all regulations and ordinances of municipal or other governmental authority, if any, relating to the above described property, including taxes for the current year, for which the Grantee assumes the responsibility for payment.

No warranty of any kind, express or implied, is made by Grantor as to title of the Property and all warranties that might arise by common law and the warranties of Section 5.023 of the Texas Property Code (or its successor) are also expressly excluded.


Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, gives, grants and conveys the Property to Grantee.

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 Grantee, as his sole and separate property, his heirs, successors and assigns forever. CHERYL ANN ZENGLER DYCUS and JOHN CLINTON ZENGLER act only in their fiduciary capacity as Independent Co-Executors of the Estate of MARILYN ANN ZENGLER, Deceased.

When the context requires, singular nouns and pronouns include the plural.



CHERYL ANN ZENGLER DYCUS
Independent Co-Executor of the Estate of
MARILYN ANN ZENGLER, Deceased



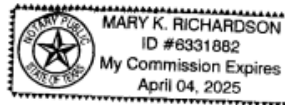
JOHN CLINTON ZENGLER
Independent Co-Executor of the Estate of
MARILYN ANN ZENGLER, Deceased

THE STATE OF TEXAS)
)
COUNTY OF COMAL

This instrument was acknowledged before me this the 2nd day of January, 2024, by CHERYL ANN ZENGLER DYCUS, Independent Co-Executor of the Estate of MARILYN ANN ZENGLER, Deceased.



Notary Public, State of Texas

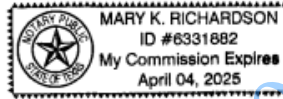


THE STATE OF TEXAS)(

COUNTY OF COMAL)(

This instrument was acknowledged before me this the 2nd day of January, 2024, by JOHN CLINTON ZENGLER, Independent Co-Executor of the Estate of MARILYN ANN ZENGLER, Deceased.

Mary K. Richardson
Notary Public, State of Texas



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EXHIBIT "A"

BETTERS WORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552

E-Mail: ken@bettersworthassoc.com

29588*

918.89 & 956.71

29588-C-G

December 18, 2023

KEN L. REININGER, P.E. & R.P.L.S.

TRACT B – 18.701 ACRES

Being an **18.701 ACRE TRACT** situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said **18.701 ACRE TRACT** is out of the residue of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002 in Volume 1682, Page 716 of the Official Records of said county (described in Volume 59, Page 307 of the Deed Records) and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch diameter rebar found marking the southwest corner of the tract herein described, same being the southwest corner of said residue 50 acre tract, being the westmost northwest corner of a tract called 6.000 acres in conveyance from Marilyn Zengler, a married woman to John Clinton Zengler, a single man recorded June 9, 2020 in Document Number 202099014160 of the Official Records of said county lying in the east line of Centerpoint Road and marking the approximate location of the common line of the Charles Henderson Survey, A-147 and the A. M. Esnaurizar Survey, A-20.

THENCE with the west line of the tract herein described, same being a segment of the common line of said residue 50 acre tract and said Centerpoint Road along a segment of said common survey line as follows:

N 00° 46' 54" W (called North) 156.57 feet to a post in fence and

N 00° 25' 23" W (called North) 109.73 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described, same being the southwest corner of a 24.700 acre tract this day surveyed by me.

THENCE with the north line of the tract herein described, same being the south line of said 24.700 acre tract this day surveyed by me into and across said residue 50 acre tract N 88° 48' 27" E, at 1044.75 feet a 1/2 inch diameter rebar set with cap (B&A), at 2095.68 feet a 1/2 inch diameter rebar set with cap (B&A), at 2539.80 feet a 1/2 inch diameter rebar set with cap (B&A), at 2974.89 feet a 1/2 inch diameter rebar set with cap (B&A), and at 3267.65 feet a 1/2 inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described, same being the southeast corner of said 24.700 acre tract this day surveyed by me and lying in the common line of said residue 50 acre tract and a tract called 10.10 acres (Exhibit "A") in conveyance from Warren M. Kutscher, et ux to Kyle W. Kutscher, et ux recorded August 17, 2010 in Volume 2902, Page 469 of the Official Records of said county.

THENCE with the east line of the tract herein described, same being a segment of the common line of said residue 50 acre tract and said 10.10 acre tract S 01° 34' 01" E (called South) 330.11 feet to a 5/8 inch diameter rebar found at a three-way fence corner post marking the southeast corner of the tract herein described, same being the southeast corner of said residue 50 acre tract lying in the west line of said 10.10 acre tract, further described as marking the northeast corner of a tract called 126.95 acres in Exhibit "A" in conveyance from John Peter Forney, III, et ux to JP and Sally Forney Ranch, LLC recorded January 28, 2010 in Volume 2835, Page 485 of the Official Records of said county.

THENCE with a segment of the south line of the tract herein described, same being a segment of the common line of said residue 50 acre tract with that of said 126.95 acre tract S 88° 47' 54" W 1123.32 feet to a 1/2 inch diameter rebar found marking a south corner of the tract herein described, same being a south corner of said residue 50 acre tract, being the southeast corner of said 6.000 acre tract.

THENCE continuing with the south line of the tract herein described, same being the common line of said residue 50 acre tract with that of said 6.000 acre tract as follows:

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918.89 & 956.71
29588-C-G
December 18, 2023
Tract B - 18.701 Acres
Page 2 of 2

N 02° 47' 59" W 330.07 feet (called S 02° 47' 59" 330.07 feet) to a 1/2 inch diameter rebar found marking a re-entrant corner of the tract herein described, same being a re-entrant corner of said residue 50 acre tract, being the northeast corner of said 6.000 acre tract,

S 88° 48' 27" W 486.81 feet (called N 88° 48' 27" E 486.81 feet) to a 1/2 inch diameter rebar found marking a re-entrant corner of the tract herein described, same being a re-entrant corner of said residue 50 acre tract, being the northmost northwest corner of said 6.000 acre tract,

S 01° 11' 33" E 270.02 feet (called N 01° 11' 33" W 270.02 feet) to a 1/2 inch diameter rebar found marking a south corner of the tract herein described, same being a south corner of said residue 50 acre tract, being a re-entrant corner of said 6.000 acre tract,

S 88° 47' 54" W 61.69 feet (called N 88° 47' 54" E 61.69 feet) to a 1/2 inch diameter rebar found,

S 89° 05' 49" W 514.61 feet (called N 89° 05' 49" E 514.61 feet) to a 1/2 inch diameter rebar found, and

S 88° 53' 11" W 1076.74 feet (called N 88° 53' 11" E 1076.74 feet) to **THE PLACE OF BEGINNING AND CONTAINING 18.701 ACRES OF LAND.**

Basis of bearings is Grid North as per GPS Observation dated April 13, 2020, Texas South Central Zone.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision in April, 2020 and partition made in September, 2023.



Ken L. Reininger, R.P.L.S. 2633

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Board Meeting Packet 06/07/2026

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202499001337
Recorded On: January 19, 2024 01:57 PM
Total Pages: 6
Total Fees: \$41.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Craemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN PART OF THIS INSTRUMENT.**

Receipt Number: 20240119000077
User: Victoria B
Station: Recording3

Return To:
ENV-Melvin Nolte Jr PC
ATTORNEY AT LAW
175 N MARKET ST
NEW BRAUNFELS TX 78130-5043

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

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C14

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF GIFT

Date: JUNE 9, 2020

Grantor: MARILYN ZENGLER, a married woman, owning, occupying and claiming other property in Comal County, Texas, as her homestead, this being her separate property

Grantor's Mailing Address (including county): 190 Bobolink
New Braunfels, Comal County, Texas 78130

Grantee: JOHN CLINTON ZENGLER, a single man

GRANTEE'S MAILING ADDRESS (including County): 190 Bobolink
New Braunfels, Comal County, Texas 78130

Consideration: For the love and affection I bear unto my son, JOHN CLINTON ZENGLER, and other valuable consideration.

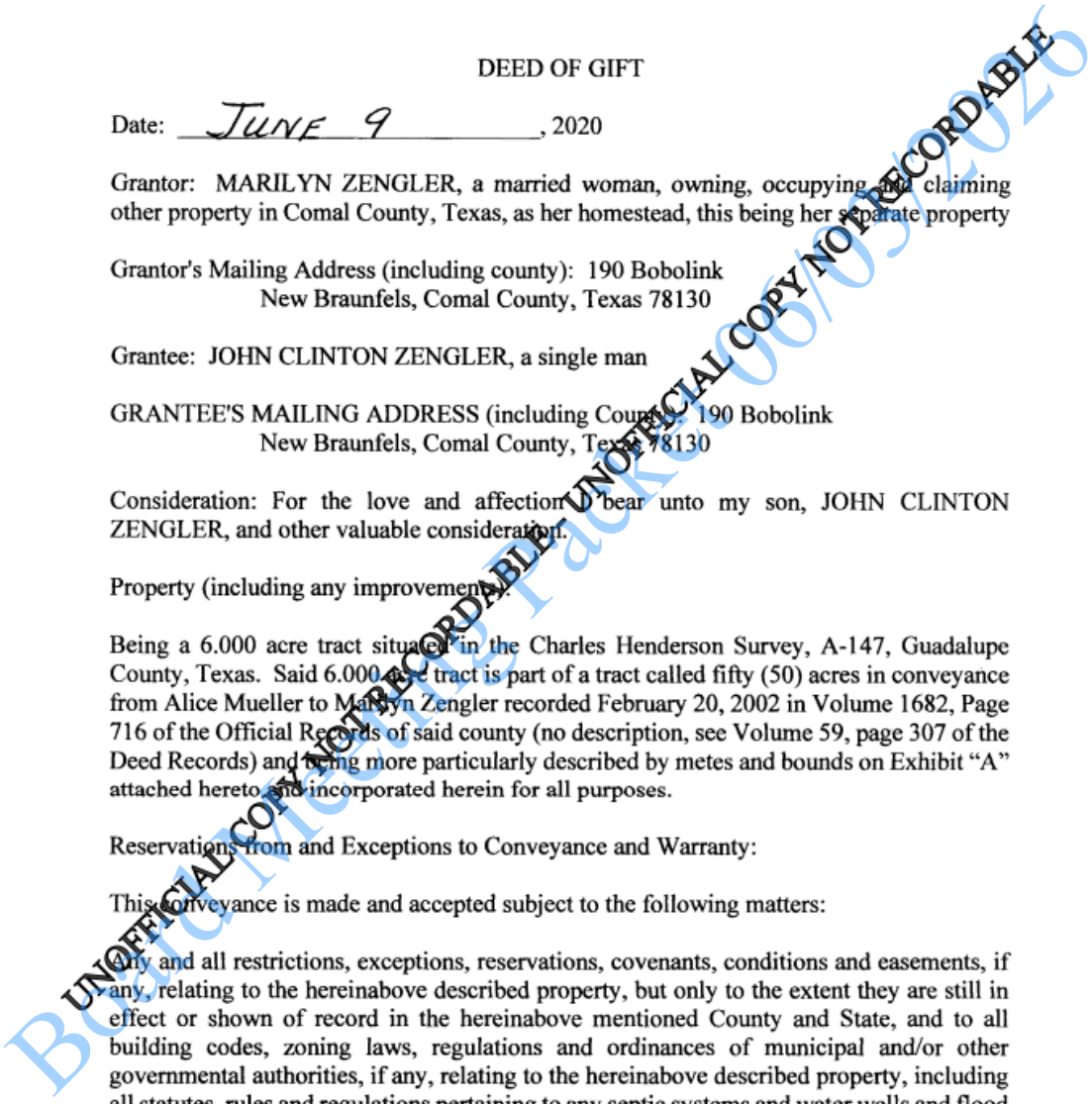
Property (including any improvements):

Being a 6.000 acre tract situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said 6.000 acre tract is part of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002 in Volume 1682, Page 716 of the Official Records of said county (no description, see Volume 59, page 307 of the Deed Records) and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters:

Any and all restrictions, exceptions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect or shown of record in the hereinabove mentioned County and State, and to all building codes, zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the hereinabove described property, including all statutes, rules and regulations pertaining to any septic systems and water wells and flood plain, and to any and all visible and apparent easements, and to any and all governmental statutes, rules and regulations concerning the property because of its location in, on or over any aquifer, the aquifer recharge zone and/or any contributing zone or watershed, and to all reservations of oil, gas and minerals and related rights thereto.



Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, as his sole and separate property, Grantee's heirs, executors, administrators, successors, or assigns forever, except as to the reservations from and exceptions to conveyance and warranty.

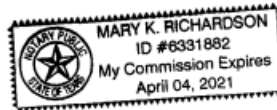
When the context requires, singular nouns and pronouns include the plural.

Marilyn Zengler
Marilyn ZENGLER

THE STATE OF TEXAS)
COUNTY OF COMAL)

This instrument was acknowledged before me this the 9th day of June, 2020, by MARILYN ZENGLER.

Mary K. Richardson
Notary Public, State of Texas



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Board Meeting Packet 06/05/2020

EXHIBIT "A"

BETTERSWORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@bettersworthassoc.com

KEN L. REININGER, P.E. & R.P.L.S.

27893*

918.89

27893-C-G

May 26, 2020

6.000 ACRE TRACT

Being a **6.000 ACRE TRACT** situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said **6.000 ACRE TRACT** is part of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002 in Volume 1682, Page 716 of the Official Records of said county (no description, see Volume 59, Page 307 of the Deed Records) and being described by metes and bounds as follows:

BEGINNING at a three-way fence corner post marking the southwest corner of the tract herein described, same being the southwest corner of said 50 acre tract, northwest corner of a tract called fifty acres in conveyance from Edgar Dietert, et ux to John Dietert recorded August 8, 1982 in Volume 645, Page 889 of the Deed Records of said county lying in the east line of Centerpoint Road marking the approximate location of the common line of the Charles Henderson Survey, A-147 and the A. M. Esnaurizar Survey, A-20.

THENCE with the west line of the tract herein described, same being a segment of the common line of said 50 acre tract with that of said Centerpoint Road along said common survey line N 00° 46' 54" W (called North) 60.00 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described.

THENCE with the north line of the tract herein described into said 50 acre tract as follows:

N 88° 53' 11" E 1076.74 feet to a 1/2 inch diameter rebar set with cap (B&A),
N 89° 05' 49" E 514.61 feet to a 1/2 inch diameter rebar set with cap (B&A),
N 88° 47' 54" E 51.69 feet to a 1/2 inch diameter rebar set with cap (B&A) marking a re-entrant corner of the tract herein described,
N 01° 11' 03" W 270.02 feet to a 1/2 inch diameter rebar set with cap (B&A) marking a north corner of the tract herein described, and
N 88° 48' 27" E 486.81 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described.

THENCE with the east line of the tract herein described with an extension of a fence and said fence S 02° 47' 59" E 330.07 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the southeast corner of the tract herein described lying in the common line of said 50 acre tract and a tract called 126.95 acres in conveyance from John Peter Forney, III, et ux to JP and Sally Forney Ranch, LLC recorded January 28, 2010 in Volume 2835, Page 485 of the Official Records of said county. Said rebar bears S 88° 47' 54" W 1123.32 feet from a 5/8 inch diameter rebar found at a three-way fence corner post marking the southeast corner of said 50 acre tract, northeast corner of said 126.95 acre tract.

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May 26, 2020
6.000 Acres
Page 2 of 2

THENCE with the south line of the tract herein described, same being a segment of the common line of said 50 acre tract with that of said 126.95 acre tract, a tract called Parcel II (67.721 acres) in conveyance from Lucille Hanz Koehler, Independent Executrix of The Estate of Udo Albert Koehler, Jr. to Udo Edwin Koehler recorded November 3, 2003 in Volume 1926, Page 82 of the Official Records of said county, and said Allen Dietert fifty acre tract as follows:

S 88° 47' 54" W 557.90 feet to a three-way fence corner post marking the northwest corner of said 126.95 acre tract, northeast corner of said 67.721 acre tract,

S 89° 05' 49" W, at 503.33 feet a 1/2 inch diameter rebar found with cap (B&A) marking the northwest corner of said 67.721 acre tract, northeast corner of said Allen Dietert fifty acre tract and at 514.65 feet a three-way fence corner post, and

S 88° 53' 11" W 1076.97 feet (in total called West) to **THE PLACE OF BEGINNING AND CONTAINING 6.000 ACRES OF LAND.**

Basis of bearings is Grid North as per GPS Observation dated April 13, 2020.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision April, 2020.


Ken L. Reininger, R.P.L.S. 2633

202099014160

I certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 06/09/2020 03:45:25 PM PAGES: 4 JEANNE TERESA KIEL, COUNTY CLERK



Jeresa Kiel

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Board Meeting Packet 06/09/2026

Attachment B –Landowner Authorization Letters

LETTER AGREEMENT

December 16, 2025

J P & Sally Forney Ranch, LLC

Home address: 113 Hill Haven Dr, New Braunfels, TX 78132

Service address: 1710 Old Zorn Rd, San Marcos, TX 78666

sallyannforney@gmail.com

(210) 286-6849

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha Project – identified as PID # ⁶⁴¹⁹⁰64191 in Guadalupe County

I, J P & Sally Forney Ranch, LLC (“Owner”), authorize Palomino Alpha, LLC (“Agent”) to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING 176.365 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND BEING THAT CERTAIN 126.95 ACRE TRACT DESCRIBED IN VOLUME 2835, PAGE 485 OF THE OFFICIAL PUBLIC RECORDS OF SAID GUADALUPE COUNTY, TEXAS AND THAT CERTAIN 50.21 ACRE TRACT DESCRIBED IN VOLUME 3002, PAGE 456 OF SAID OFFICIAL PUBLIC RECORDS; SAID 176.365 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC. IN AUGUST & SEPTEMBER 2024 & NOVEMBER 2025 (SEE EXHIBIT A ATTACHED)

EXHIBIT "A"

All that certain tract of land or parcel of land containing 126.95 acres of land out of the Charles Henderson League and Labor Survey, Abstract No. 147, Guadalupe County, Texas and being the residue of that certain called 233.2 acre tract of land described in Volume 419, Page 403 of the Deed Records of Guadalupe County, Texas; Said 126.95 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found on the northerly right-of-way line of Old Farm Road for the southeasterly corner and POINT OF BEGINNING of this parcel, same being the southwesterly corner of the Boelter 74.24 acre parcel of land described in Volume 645, Page 11 of the Deed Records of Guadalupe County, Texas;

Thence with said right-of-way line, South 88 deg 41' 00" West, a distance of 837.50 feet (called "West", 837.5 feet in said Volume 419, Page 403) to a ½ inch iron rod set for the most southerly southwest corner of this parcel, same being the southeasterly corner of the Wagner 50.21 acre parcel of land described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas;

THENCE leaving said right-of-way line and with the common line of this parcel with said 50.21 acre parcel, North 0 deg 40' 11" West, a distance of 2610.91 feet (called "North", 2605.2 feet in said Volume 419, Page 403) to a ½ inch iron rod set for an interior corner of this parcel, same being the northeasterly corner of said 50.21 acre parcel;

THENCE continuing with said common line, South 89 deg 35' 47" West, a distance of 854.70 feet (called "West", 854.7 feet in said Volume 19, Page 403) to a ½ inch iron rod found for the most westerly southwest corner of this parcel, same being located in the easterly line of the Koehler 67.721 acre parcel of land described in Volume 1271, Page 612 of the Official Records of Guadalupe County, Texas;

THENCE with the common line of this parcel with said 67.721 acre parcel, North 0 deg 24' 13" West (basis of bearings obtained from said Volume 1270, Page 612)), a distance of 1990.31 feet (called North 0 deg 24' 13" West, 1990.29 feet in said Volume 1271, Page 612) to a ½ inch iron rod found for the northwesterly corner of this parcel, same being the northeasterly corner said 67.721 acre parcel and lying

in the southerly line of the Mueller 50 acre parcel of land described in Volume 528, Page 884 of the Deed Records of Guadalupe County, Texas;

THENCE with the common line of this parcel with said 50 acre parcel, North 89 deg 37' 18" East, a distance of 1694.19 feet (called "East" in said Volume 419, Page 403) to a fence corner found for the northeasterly corner of this parcel, same being the southeasterly corner of said 50 acre parcel adjoining in the westerly line of the Kutscher 196.392 acre parcel of land described in Volume 895, Page 802 of the Official Records of Guadalupe County, Texas;

THENCE with the common line of this parcel with said 196.392 acre parcel, the Backus 99 acre parcel of land described in Volume 617, Page 592 of the Deed Records of Guadalupe County, Texas, the Backus 20.884 acre parcel of land also described in said Volume 617, Page 592 and the aforementioned Boelter 74.24 acre parcel of land, the following three (3) courses:

- 1). South 0 deg 01' 37" East, a distance of 1982.89 feet (called South 0 deg 09' West, 1996.0 feet in said Volume 419, Page 403) to a fence corner found;
- 2). South 1 deg 06' 59" East, a distance of 1040.69 feet (called South 0 deg 46' East, 1041.2 feet in said Volume 419, Page 403) to a 1 inch iron pipe found;
- 3). South 0 deg 46' 28" East, a distance of 1563.67 feet (called South 1 deg 02' East, 1564 feet in said Volume 419, Page 403) to the POINT OF BEGINNING and containing 126.95 acres of land, as surveyed and found on the ground on December 14 and 15, 1999.

UNOFFICIAL COPY NOT RECORDABLE - UNOFFICIAL COPY NOT RECORDABLE
Board Meeting Packet 01/05/2020

FILED FOR RECORD
10 JAN 28 PM 3:15
TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY
BY *Rebecca Gonzalez*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.
Teresa Kiel
TERESA KIEL
Guadalupe County Clerk



Special Warranty Deed
Exhibit "A"

3.
2

11- 009821 VOL3002 PG0453

C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: May 6, 2011

Grantor: Sally A. Forney, Trustee of the Rebekah Marguerite Rhodes Heritage Trust, dated December 9, 2010, u/a John P. Forney, III, Heritage Trust, dated January 21, 2010.

Grantor's Mailing Address: 113 Hill Haven Drive
New Braunfels, Texas 78132
Comal County

Grantee: JP and Sally Forney Ranch, LLC, a Texas Limited Liability Company.

Grantee's Mailing Address: 113 Hill Haven Drive
New Braunfels, Texas 78132
Comal County

Consideration: Ten Dollars and other good and valuable consideration.

Property (including any improvements)

An undivided one-third (1/3) interest in the following described real property:

Being 50.27 acre tract of land in the Charles Henderson Survey, Abstract 147, Guadalupe County, Texas, and being the same property conveyed in Volume 550, Page 311, Deed Records, Guadalupe County, Texas and being further described by metes and bounds in Exhibit "A" attached.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than liens and conveyances, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's

C

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Board Meeting Packet 06/03/2026

EXHIBIT "A"

BEGINNING at a stake in the south line of said League and Labor 593.2/3 varas from the original southwest corner of said League and Labor;

THENCE with the east line of a 100.42 tract surveyed for Erhart Lehmann N. 0, 11' E. 957.6 varas to a stake and rock pile for the N.W. corner of this tract and the N.E. corner of the Erhart Lehmann tract of land;

THENCE east 294.4 varas to a stake for the northeast corner of this tract and the N.W. corner of the E. one half of said 100.42 acre tract;

THENCE south with the west line of the east one half of said 100.42 acre tract 957.6 varas to a stake in the south line of said League and Labor on the Prairie Lee road;

THENCE with road and south line of said League and Labor west 297.2/3 varas to the place of beginning, containing 50.21 acres of land.

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FILED FOR RECORD

11 JUN -9 PM 12: 56

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY *Munakwee*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

General Warranty Deed

FNT (P) 15.00
36965/ATC/CW

Date: August 3, 1999

11136

Grantor: Dorothy Frueh Geiger, Paul W. Geiger, Jr. as Independent Executor of the Estate of Paul William Geiger, Deceased, and Paul W. Geiger, Jr. and Miriam Geiger Bradley (formerly, Miriam Geiger Adams), Trustees under the will of Paul William Geiger, Deceased

VOL 1452 P80025

Grantor's Mailing Address: [include county]

Dorothy Frueh Geiger
1314 Progress Street
San Marcos, Texas 78666
in Hays County

Paul W. Geiger, Jr.
101 Six Pines
San Marcos, Texas 78666
in Hays County

Miriam Geiger Bradley
131 Hunt Circle
Madison, Ms. 39110
in Madison County

Grantee: Kenneth J. Cargil and Lillian B. Cargil

Grantee's Mailing Address: [include county]

5001 Center Point Road
San Marcos, Texas 78666
in Hays County

Consideration: Ten dollars (10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is retained.

Property (including any improvements):

Tract One: 15 acres of land, more or less, out of the Charles Henderson League in Guadalupe County, Texas as described more particularly by field notes labeled Exhibit "A" and attached hereto.

Tract Two: 15 acres of land, more or less, out of the Charles Henderson League in Guadalupe County, Texas as more particularly described by field labeled Exhibit "A" and attached hereto.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 1999, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every

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BOB McMillin
06/05/2026

VOL 1452 P60026

person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

Executed the dates of the acknowledgments below, to be effective on the date first above written.

Dorothy Frueh Geiger
Dorothy Frueh Geiger

Paul W. Geiger, Jr.
Paul W. Geiger, Jr., Independent Executor
of the Estate of Paul William Geiger,
Deceased

Miriam Geiger Bradley
Miriam Geiger Bradley (formerly Miriam
Geiger Adams), Trustee under the will of
Paul William Geiger, Deceased

Paul W. Geiger, Jr.
Paul W. Geiger, Jr., Trustee under the will
of Paul William Geiger, Deceased

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the 9 day of August, 1999,
by Dorothy Frueh Geiger.



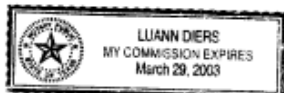
Luann Diers
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the 9 day of August, 1999,
by Paul W. Geiger, Jr., Independent Executor of the will of Paul William Geiger, Deceased.

Luann Diers
Notary Public - State of Texas

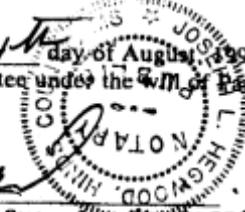
STATE OF Texas §



State of Mississippi
COUNTY OF Madison §
§

VOL 1452 PG 0027

This instrument was acknowledged before me on this the 4th day of August, 1999, by Miriam Geiger Bradley (formerly Miriam Geiger Adams), Trustee under the will of Paul William Geiger, Deceased.


Notary Public - State of MISSISSIPPI

STATE OF TEXAS §

MY COMMISSION EXPIRES JULY 19, 2003

COUNTY OF HAYS §
§

This instrument was acknowledged before me on this the 9 day of August, 1999, by Paul W. Geiger, Jr., Trustee under the will of Paul William Geiger, Deceased.




Notary Public - State of Texas

HC:rw
wpdoctsrhc13361 Geiger Gen Warranty Deed

Board Meeting Packet 06/03/2026
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VOL 1452 PG 0028

Tract One: Being 15 acres of land, more or less, and being the same tract of land set aside to Leonie Braune Tschoepe as Share No. 2 in that certain partition deed dated April 29, 1954 and recorded in Volume 273, page 48, Deed Records of Guadalupe County, Texas, to which deed reference is here made for all purposes, and which is described by metes and bounds as follows:

BEGINNING at a point which is North 89° 55' East 87.94 varas from the southwest corner of that 90 acre tract conveyed to Willie Braune by deed recorded in Volume 42, page 211, Deed Records of Guadalupe County, Texas, which point is also the southwest corner of this tract;
THENCE North 944.8 varas to the North line of said 90 acre tract;
THENCE North 89° 55' East 87.94 varas;
THENCE South 944.8 varas;
THENCE South 89° 55' West along the South line of said 90 acre tract 87.94 varas to the place of beginning, containing 15 acres of land, more or less.

Tract Two: Being 15 acres of land, more or less, and being the same tract of land set aside to Helmuth Braune as Share No. 3 in that certain partition deed dated April 29, 1954 and recorded in Volume 273, page 48, Deed Records of Guadalupe County, Texas, to which deed reference is here made for all purposes, and which is described by metes and bounds as follows:

BEGINNING at a point which is North 89° 55' East 175.88 varas from the southwest corner of that 90 acre tract conveyed to Willie Braune by deed recorded in Volume 42, page 211, Deed Records of Guadalupe County, Texas,
THENCE North 944.8 varas to the North line of said 90 acre tract;
THENCE North 89° 55' East 87.94 varas;
THENCE South 944.8 varas;
THENCE South 89° 55' West along the South line of said 90 acre tract 87.94 varas to the place of beginning, containing 15 acres of land, more or less.

EXHIBIT "A"

wpduca/re/thc13300 Clieger Prop. Discrip.

FILED FOR RECORD
99 AUG 12 PM 2:22

LIZZIE H. LORENZ
COUNTY CLERK GUADALUPE CTY.

BY *Lizzie H. Lorenz*

THE STATE OF TEXAS
COUNTY OF GUADALUPE

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 Official Public Records of Guadalupe County, Texas.



George M. Larsson
County Clerk,
Guadalupe County, Texas

Board Meeting Packet 06/23/2026
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VOL2902 PG0469

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

10-013983

30

Gift Deed

Date: AUGUST 10, 2010

Grantor: WARREN M. KUTSCHER AND WIFE, JENNIFER L. KUTSCHER

Grantor's Mailing Address:

14390 N. STATE HIGHWAY 123
SAN MARCOS, TEXAS 78666
GUADALUPE COUNTY

Grantee: KYLE W. KUTSCHER AND WIFE, LORI R. KUTSCHER

Grantee's Mailing Address:

3810 DREIBRODT
SAN MARCOS, TEXAS 78666
GUADALUPE COUNTY

Consideration:

LOVE AND AFFECTION FOR GRANTEEES.

Property (including any improvements)

Tract No. 1

BEING a 10.10 acre tract of land situated in the Charles Henderson Survey No. 55, Abstract 147, Guadalupe County, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof.

Tract No. 2

A 60' exclusive easement 60 feet in width for the purpose of ingress and egress including the installation of utilities, including, but not limited to water, sewer, electric or cable television, more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2010, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Board Meeting Packet 06/05/2026 UNOFFICIAL COPY NOT RECORDABLE

EXHIBIT "A"

Field notes describing a 10.10 acre tract of land situated in the Charles Henderson Survey No. 55, Abstract 147, Guadalupe County, Texas, being a portion of a tract of land called 96.392 acres, conveyed to Warren Marvin Kutscher, by deed recorded in Volume 895, Page 802, Deed Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are ½" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an iron pin set in the south line of a tract of land called 100 acres, described in Volume 190, Page 570, Deed Records, Guadalupe County, Texas and the north line of the 96.392 acre tract for the northeast corner of the herein described tract. Said pin bears S 89° 17' 39" E, 2642.03 feet from a 2" diameter pipe found for the northeast corner of the 96.392 acre tract.

Thence, S 01° 05' 35" E, 830.12 feet crossing a portion of the 96.392 acre tract, to an iron pin set for the southeast corner of the herein described tract.

Thence, S 89° 17' 39" W, 530.00 feet crossing a portion of the 96.392 acre tract, to an iron pin set in the east line of a tract of land called 126.95 acres, described in Volume 2835, Page 485, Official Records, Guadalupe County, Texas and the west line of the 96.392 acre tract, for the southwest corner of the herein described tract.

Thence, N 01° 05' 34" W, 830.14 feet, with the east line of the 126.95 acre tract, the east line of a tract of land called 50 acres, described in Volume 59, Page 307, Deed Records, Guadalupe County, Texas and the west line of the 96.392 acre tract, to an iron pin set for the southwest corner of the 100 acre tract, the northwest corner of the 96.392 acre tract and the herein described tract.

Thence, N 89° 17' 45" E, 530.00 feet with the south line of the 100 acre tract and the north line of the 96.392 acre tract to the **Place of Beginning** and containing 10.10 acres of land according to a survey made on the ground on August 4, 2010, by Tri-County Surveying Inc.

Field notes describing a 60.00 foot wide Ingress and Egress Easement, situated in the Charles Henderson Survey No. 55, Abstract 147, Guadalupe County, Texas, being over a portion of tract of land called 96.392 acres, conveyed to Warren Marvin Kutscher, by deed recorded in Volume 895 Page 802, Deed Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are ½" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an iron pin set in the west right-of-way line of State Highway 123 and the east line of the 96.392 acre tract, for the northeast corner of a tract of land called 8.68 acres, described in Volume 2509, Page 990, Official Records, Guadalupe County, Texas and the easternmost southeast corner of the of the herein described easement.

Thence, S 89° 20' 26" W, 1659.32 feet crossing a portion of the 96.392 acre tract with the north line of the 8.68 acre tract, to an iron pin set for the northwest corner of the 8.68 acre tract, being an interior corner of the herein described easement.

Thence, S 00° 39' 33" E, 227.97 feet crossing a portion of the 96.392 acre tract with the west line of the 8.68 acre tract, to a ½" diameter iron pin found in the south line of the 96.392 acre tract, for the southwest corner of the 8.68 acre tract and the westernmost southeast corner of the herein described easement.

Thence, S 89° 10' 42" W, 1493.68 feet with the westernmost north line of a tract of land called 85.11 acres, described in Volume 2816, Page 88, Deed Records, Guadalupe County, Texas and the south line of the 96.392 acre tract, to a 6" diameter wood fence corner post found for the southeast corner of the 96.392 acre tract and the herein described easement.

Thence, N 01° 05' 34" W, 489.30 feet with the east line of the 126.95 acre tract and the west line of the 96.392 acre tract, to an iron pin set for the southwest corner of a 10.10 acre tract of land, this day surveyed, for the westernmost northwest corner of the herein described easement.

Thence, N 89° 17' 39" E, 60.00 feet crossing a portion of the 96.392 acre tract, with the south line of the 10.10 acre tract, to a point for the westernmost northeast corner of the herein described tract.

Thence, S 01° 05' 34" E, 429.18 feet crossing a portion of the 96.392 acre tract, to a point for an interior corner of the herein described tract.

Thence, N 89° 10' 42" E, 1374.33 feet crossing a portion of the 96.392 acre tract, to a point for an interior corner of the herein described tract.

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Board Meeting Packet 10/16/2026

EXHIBIT "B" (Continued)

Page 2 of 2
60.00 foot wide
Ingress and Egress
Easement.

Thence, N 00° 39' 33" W, 228.14 feet, crossing a portion of the 96.392 acre tract, to a point for the easternmost northwest corner of the herein described easement.

Thence, N 89° 20' 26" E, 1719.81 feet, crossing a portion of the 96.392 acre tract to a point in the west right-of-way line of State Highway 123 and the east line of the 96.392 acre tract for the northeast corner of the herein described tract.

Thence, S 00° 11' 38" E, 60.00 feet with the west right-of-way line of State Highway 123 and the east line of the 96.392 acre tract, to the **Place of Beginning** and covering 5.25 acres of land according to a survey made on the ground on August 4, 2010, by Tri-County Surveying Inc.

→ FST

FILED FOR RECORD
10 AUG 13 PM 4:36

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

Teresa Kiel

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

Board Meeting - Unofficial Copy Not Recordable - 8/13/2026

FILED
11/12/2021 9:03 AM
Bobbie Koepf
County Clerk
Comal County
Accepted By:
April Bustos

2021PC0576

CAUSE NO. _____

IN THE ESTATE OF	§	IN THE COUNTY COURT AT LAW
LUCILLE KOEHLER aka	§	SITTING IN MATTERS PROBATE
LUCILLE HANZ KOEHLER		
DECEASED	§	COMAL COUNTY, TEXAS

**APPLICATION FOR PROBATE OF WILL AND
ISSUANCE OF LETTERS TESTAMENTARY**

TO THE HONORABLE JUDGE OF SAID COURT:

Udo Edwin Koehler aka Ed Koehler, ("Applicant") furnishes the following information to the Court for the probate of the written Will of **Lucille Koehler aka Lucille Hanz Koehler**, ("Decedent") and for issuance of Letters Testamentary to Applicant:

1. Applicant is an individual interested in this Estate, domiciled in and residing at 12334 Hart Ranch, San Antonio, Texas 78249 The last three (3) digits of Applicant's Social Security Number are 833, and the last three digits of Applicant's current Texas Driver's License are 150.
 2. Decedent died on October 14, 2021, in Comal County, Texas, at the age of 84 years. Decedent's date of birth was August 16, 1937, and the last four digits of the Decedent's Social Security Number are 9420. The last three digits Decedent's Texas Driver's License are 727.
 3. This Court has jurisdiction and venue because Decedent was domiciled and had a fixed place of residence in this county on the date of death.
 4. Decedent owned real and personal property described generally as insurance and personal effects of a probate value in excess of \$200,000.00.
 5. Decedent left a valid written Will ("Will") dated February 11, 2005, which was never revoked.
- The subscribing witnesses to the Will are Mildred E. Ruppel and Kari Behrens. The Will made self-proved in the manner prescribed by law.
7. No child or children were born to or adopted by Decedent after the date of the Will.
 8. After the date of Decedent's Will, no marriage of Decedent was dissolved.

CERTIFIED TO BE A TRUE AND
CORRECT COPY.



Bobbie Koepf
BOBBIE KOEPP
COMAL COUNTY CLERK

PAGE 1 OF 12

9. A necessity exists for the administration of this estate.

10. The Will named Applicant to serve without bond or other security as Independent Executor and Applicant would not be disqualified by law from serving as such or from accepting Letters Testamentary, and Applicant would be entitled to such Letters.

11. The Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a devisee.

Applicant prays that citation be issued as required by law to all persons interested in this Estate; that the Will be admitted to probate; that Letters Testamentary be issued to Applicant; and that all other orders be signed as the Court may deem proper.

EXECUTED on this the 12 day of November, 2021

Respectfully submitted,

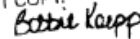
Udo Edwin Kochler aka ~~Ed~~ Koehler,
Applicant

KRISTEN QUINNEY PORTER, LLC

By:


Kristen Quinney Porter
State Bar No. 00795601
Attorney for Applicant
755 Loop 337, Suite A
New Braunfels, Texas 78130
Telephone: 830-358-7632
Email: kporter@kporterlaw.net

CERTIFIED TO BE A TRUE AND
CORRECT COPY:



BOBBIE KOEPP
COMAL COUNTY CLERK



PAGE 2 OF 3

2021R0516

Last Will and Testament

OF

LUCILLE KOEHLER

FILED FOR RECORD
2021 NOV 12 PM 12:20
COUNTY OF COMAL COUNTY
Katpena

I, LUCILLE KOEHLER, also known as LUCILLE HANZ KOELHER, a resident of the County of Comal, State of Texas, being of sound and disposing mind and memory and above the age of eighteen (18) years do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby expressly revoking any and all Wills and Codicils by me at any time heretofore made and thus disposing of my entire and whole Estate.

ARTICLE I

DECLARATIONS

1.01. Marital Status: At the date of this Will, I am a widow. I was formerly married to UDO A. KOEHLER, JR., who died on October 29, 2002.

1.02. Children: I have one (1) child, namely: UDO EDWIN KOEHLER, also known as ED KOEHLER, who was born on December 22, 1970. My son is now surviving.

ARTICLE II

DEBTS - EXPENSES

2.01. Debts - Expenses: I direct that all of my just debts including my funeral expenses, and the expenses of probating this Will and administering my Estate be paid by my Executor, or alternate, hereinafter named, constituted and appointed as soon after my death as shall be by him found convenient. My Executor is specifically given the right to renew, refinance and extend, in any form that he deems best, any secured or unsecured debt or charge existing at the time of my death. Under no circumstances shall my Executor be required to prepay any debt of mine.

ARTICLE III

DISPOSITION OF PROPERTY

3.01. Rest, Residue and Remainder: I hereby give, devise and bequeath all of the rest, residue and remainder of my property, real, personal and/or mixed, wheresoever the same may be situated, including all property which I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises, unto my son,

Page 1. SK

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CERTIFIED TO BE A TRUE AND CORRECT COPY:

Bobbie Koepf

BOBBIE KOEPP
COMAL COUNTY CLERK



PAGE 3 OF 13

UDO EDWIN KOEHLER, if living, and if not living, then to his surviving issue, per stirpes, subject however to the Trust hereinafter set forth in Article IV.

3.02. Memorandum: I may leave a signed handwritten statement of my desire for the distribution of some of my personal effects and household furnishings and I request that all parties at interest shall abide by my statement, if any. My statement, if any, will be found with this Will. If for any reason the memorandum is not filed with this Will, then all of such property shall become part of my residuary estate. I direct that my Executor distribute the items to those persons I have listed on my statement, if any.

ARTICLE IV

TRUST FOR UNDERAGE AND INCOMPETENT BENEFICIARIES

4.01. Distribution: Notwithstanding any other provisions of this Will, if at the time of my death, any beneficiary entitled to receive any portion of my estate shall be under twenty-one (21) years of age or shall be declared incompetent by two (2) doctors, then my hereinafter appointed Trustee, shall not distribute any portion of my estate to such person but shall hold the same in trust, which trust shall be known by the beneficiary's name, until such person attains the age of twenty-one (21) years or becomes competent, whichever occurs later, at which time the Trust herein created for such person shall terminate and the principal and undistributed income thereof, if any, shall be distributed to such person free of trust. During the term of such Trust, my Trustee, in her absolute discretion, may accumulate all or any part of the income thereof, or may pay or expend any part or all the income thereof, or any part or all of the principal thereof for the reasonable care, support, maintenance and education of such person. As to any distribution made in accordance with the provisions hereof, my Trustee may, in her discretion, make such distribution to such person in any one or more of the following ways: (1) to such person directly; (2) to the guardian or other similar official of a minor or incapacitated person; (3) to a relative of a minor or incapacitated person to be expended by such relative for the care, support, maintenance, or education of such person; and (4) by expending the same directly for the care, support, maintenance, or education of any such person.

4.02. Powers of Trustee: The Trustee hereafter designated of any Trust(s) created in Article 4.01 above, shall hold and administer these Trusts in accordance with the

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CERTIFIED TO BE A TRUE AND CORRECT COPY.

Bobbie Kepp

BOBBIE KEPP
COMAL COUNTY CLERK



PAGE 4 OF 13

provisions of the Texas Trust Code, as the same exist at the date of this instrument, regardless of whether such Code may hereafter be repealed or amended, as fully as though its provisions were written into this instrument; provided, however, that the Trustee, at her option, may exercise any additional powers conferred on Trustees of such Trust(s) by any subsequent amendment of such Code. Further, my Trustee may, in her discretion and without the necessity of seeking Court approval, appoint other persons, and/or corporations, to act with her or as substitute, or successor, Trustee, under the Trust(s), and every such appointee, after having accepted the appointment by a writing suitable for recording, shall have all rights, title, estate, duties, powers and discretion of his predecessor in the execution of the Trust(s) herein provided for and the execution of the Trust(s) shall thereupon devolve upon either (i) such Trustee(s), (ii) those she has appointed, (iii) upon the survivors or survivor of them, and/or (iv) the substitute or successor Trustee. My Trustee shall also have all powers hereafter granted to my Executor.

4.03. Death of Beneficiary: If any beneficiary entitled to take under this Article IV shall die before reaching his or her twenty-first (21st) birthday or shall die without being declared competent, and leave surviving a child or children, then the Trust Estate of such deceased beneficiary shall go to his or her surviving child or children, per stirpes; but if any beneficiary should die before his or her trust shall terminate without leaving a surviving child, then the Trust Estate of such deceased beneficiary shall be divided equally between the then surviving of my beneficiaries, if any, and if none, then to their issue, per stirpes.

4.04. Maximum Duration of Trust. Notwithstanding anything in this Will to the contrary, I direct that any Trust created hereunder shall in all events terminate not later than 21 years from and after the death of the survivor of the following persons, to-wit: my son and any beneficiary living at the time of my death.

ARTICLE V

TRUSTEE

5.01. Appointment of Trustee: I name and appoint my daughter-in-law, SHARON C. KOEHLER, to serve as Trustee, without bond.

In the event that SHARON C. KOEHLER shall predecease me or for any reason

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Boam Metrics Packet 05/2020

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Bobbie Koepf



BOBBIE KOEPP
COMAL COUNTY CLERK

PAGE 5 OF 13

shall fail to accept the Trust hereunder, or having accepted the Trust shall die or resign prior to the termination of the Trust, then in either of such events, my niece, GAYLEEN ANDERSON, shall serve as Trustee, without bond, hereunder with all of the title, rights, powers, duties and discretion herein vested in the original Trustee. In the event that GAYLEEN ANDERSON shall predecease me or for any reason shall fail to accept the Trust hereunder, or having accepted the Trust shall die or resign prior to the termination of the Trust, then in either of such events, my niece, KATHLEEN ANDERSON, shall serve as Trustee, without bond, hereunder with all of the title, rights, powers, duties and discretion herein vested in the original Trustee.

ARTICLE VI

EXECUTOR

6.01. Appointment and Powers of Executrix: I appoint my son, ~~URS~~ EDWIN KOEHLER, as Independent Executor of this my Will and Estate. In the event that my Independent Executor shall predecease me or for any reason shall fail to qualify as the Independent Executor hereunder, or having qualified shall die or resign, then in either of such events, I appoint my daughter-in-law, SHARON C. KOEHLER, as Alternate Independent Executrix, with the same powers and authority as herein conferred upon the original Independent Executor. In the event that SHARON C. KOEHLER shall predecease me or for any reason shall fail to qualify as the Independent Executrix hereunder, or having qualified shall die or resign, then in either of such events, I appoint my niece, GAYLEEN ANDERSON, as Alternate Independent Executrix, with the same powers and authority as herein conferred upon the original Independent Executor. In the event that GAYLEEN ANDERSON shall predecease me or for any reason shall fail to qualify as the Independent Executrix hereunder, or having qualified shall die or resign, then in either of such events, I appoint my niece, KATHLEEN ANDERSON, as Alternate Independent Executrix, with the same powers and authority as herein conferred upon the original Independent Executor

6.02. Powers: I vest my Independent Executor, or alternate, with full power and authority to sell, transfer and convey any property, real or personal, which I may own at the time of my death, at such time and price, upon such terms and conditions, including credit as he may determine, and to do every other act or thing necessary or appropriate to the

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Bobbie Kepp

BOBBIE KEOPP
COMAL COUNTY CLERK



PAGE *6* OF *13*

complete administration of this Will.

I hereby grant to my Independent Executor, or alternate, and to my Trustee, or successor, the following specific powers and authority in addition to and not in substitution of powers heretofore granted:

- A. To compromise, settle, or adjust any claim or demand by or against my Estate and to agree to any rescission or modification of any contract or agreement.
- B. To retain any security or other property owned by me at the time of my death, so long as such retention appears advisable, to exchange any such security or property for other securities or properties and to retain such items received in exchange.
- C. To invest, and reinvest in such stocks, bonds and other securities and properties as may be deemed advisable, including stocks and unsecured obligations, undivided interests, interests in investments, trusts, mutual funds, leases and property which is outside my domicile, all without diversification as to kind or amount and without being restricted in any way.
- D. To vote in person or by proxy any stock or securities held, and to grant such proxies and powers of attorney to such person or persons as may be deemed proper.
- E. To consent to and to participate in any plan for the liquidation, reorganization, consolidation, or merger of any corporation, any security of which is held.
- F. To lease any real estate for such term, terms and upon such conditions and rentals and in such manner as may be deemed advisable with or without privilege of purchase, and any lease so made shall be valid and binding for the full term thereof. To make repairs, replacements and improvements, structural or otherwise, to any such real estate, to insure against fire or any other risks.
- G. In the distribution of my Estate, my Executor and/or Trustee is authorized to make such distribution by partitioning the same wholly in kind or wholly in cash or partly in cash and partly in kind, or by transferring to such distributee an undivided interest in any property. For the purpose of making any distribution of corpus, my Executor and/or Trustee is also authorized to borrow money and grant and execute liens against the property to secure such loans. The judgment of my Executor and/or Trustee in making any of such distribution shall be binding and conclusive on all persons in absence of bad faith.

To fully exercise all powers heretofore granted my Trustee.

6.03. Bond: My Independent Executor, whether original or alternate, shall not be required to furnish any bond or other security in any jurisdiction, and no action shall be had in the County Court in relation to the settlement of my Estate other than the probating and recording of this my Will and the return of the Statutory Inventory, Appraisement and List of Claims of my Estate.

KK

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06/03/2026

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Bobbie Keupp



BOBBIE KUEPP
COMAL COUNTY CLERK

PAGE

OF

13

ARTICLE VII

MISCELLANEOUS

7.01. No Contest Provision: If any person, whether or not related in any way by blood to me, shall either directly or indirectly attempt to oppose or set aside the probate of this will or to impair or invalidate any of the provisions hereof and such person shall establish a right to any part of my estate, I give and bequeath to such person the sum of ONE DOLLAR (\$1.00) only and no further interest whatsoever in my estate.

7.02. Spendthrift Provision: No beneficiary of any Trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

7.03. Number and Gender Defined: In interpreting all provisions of this Will, the singular shall be interpreted as the plural and vice versa, if such treatment is necessary to interpret this Will in accord with the manifest intention. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so deemed.

IN TESTIMONY AND WITNESS WHEREOF I have set my hand hereunto on this the 11th day of February, 2005, in the presence of MILDRED E. RUPPEL and KARI BEHRENS, who at my request and in my presence and in the presence of each other, sign their names hereto as Witnesses.

Lucille Koehler
LUCILLE KOEHLER

The above instrument was herenow subscribed by LUCILLE KOEHLER, and published as her Last Will and Testament in our presence, and we being sane and above the age of fourteen (14) years, at her request and in her presence, and in the presence of each other, sign our names hereto as attesting Witnesses on the above date.

Mildred E. Ruppel
WITNESS

Kari Behrens
WITNESS

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Bobbie Koepf

BOBBIE KOEPP
COMAL COUNTY CLERK



THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared LUCILLE KOEHLER, MILDRED E. RUPPEL and KARI BEHRENS, known to me to be the Testatrix and the Witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said LUCILLE KOEHLER, Testatrix, declared to me and to the said Witnesses in my presence, that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said Witnesses, each on her oath, stated to me, in the presence and hearing of the said Testatrix, that the said Testatrix had declared to them that said instrument is her Last Will and Testament, and that she executed the same as such and wanted each of them to sign it as a Witness; and upon their oaths each Witness stated that they did sign it as a Witness in the presence of the said Testatrix and at her request; that she was at the time eighteen (18) years of age or over and was of sound mind; and that each of said Witnesses was then at least fourteen (14) years of age.

Lucille Koehler

LUCILLE KOEHLER, Testatrix

Mildred E. Ruppel

WITNESS

Kari Behrens

WITNESS

DESCRIBED and SWORN TO before me by the said LUCILLE KOEHLER, Testatrix, and by the said MILDRED E. RUPPEL and KARI BEHRENS, Witnesses, this the 11th day of February, 2005.



Britta Sherry Porter

NOTARY PUBLIC, STATE OF TEXAS

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Bobbie Koepf
BOBBIE KOEPP
COMAL COUNTY CLERK
PAGE 9 OF 13



FILED
12/8/2021
Bobbie Koepf
County Clerk
Comal County
Accepted By:
Katrina Pena

CAUSE NO. 2021PC0576

IN THE ESTATE OF	§	IN THE COUNTY COURT AT LAW
LUCILLE KOEHLER aka	§	SITTING IN MATTERS
PROBATE LUCILLE HANZ KOEHLER		
DECEASED	§	COMAL COUNTY, TEXAS

**ORDER ADMITTING WILL TO PROBATE
AND AUTHORIZING LETTERS TESTAMENTARY**

On this day, the Court heard the Application for Probate of Will and Issuance of Letters Testamentary filed on November 12, 2021 by **Udo Edwin Koehler aka Ed Koehler** in the Estate of **Lucille Koehler aka Lucille Hanz Koehler**, deceased.

The Court, having heard the evidence and reviewed the Will and the other documents filed herein finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Decedent died on October 14, 2021 and that four years have not elapsed since the date of Decedent's death; that this Court has jurisdiction and venue of the Decedent's Estate; that Decedent left a Will dated February 11, 2005 that was executed with the formalities and solemnities and under the circumstances required by law to make them a valid Will ("the Will"); that on such date Decedent had attained the age of 18 years and was of sound mind; that the Will was not revoked by Decedent; that no objection to or contest of the probate of such Will has been filed; that all of the necessary proof required for the probate of such Will has been made; that the Will is entitled to probate; that in said Will, Decedent named **Udo Edwin Koehler aka Ed Koehler** to serve as Independent Executor, and that **Udo Edwin Koehler aka Ed Koehler**, is duly qualified and not disqualified by law to act as Independent Executor and to receive Letters Testamentary; that a

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Bobbie Koepf



BOBBIE KOEPP
COMAL COUNTY CLERK

PAGE 10 OF 13

necessity exists for the administration of this Estate; and that no interested person has applied for the appointment of appraisers and none are deemed necessary by the Court.

IT IS THEREFORE ORDERED that this Will is admitted to probate, and the Clerk of this Court is ORDERED to record the Will, together with the Application in the Probate Docket of this Court.

IT IS FURTHER ORDERED that no bond or other security is required and that upon the taking and filing of the Oath required by Law, Letters Testamentary shall be issued to **Udo Edwin Koehler aka Ed Koehler**, who is appointed as Independent Executor of Decedent's Will and Estate, and no other action shall be had in this Court other than the return of an Inventory, Appraisement and List of Claims or an Affidavit in Lieu thereof as required by law and the Notice to Beneficiaries as Required by Section 308.002 of the Texas Estates Code.

IT IS FURTHER ORDERED that **Udo Edwin Koehler aka Ed Koehler**, who is appointed as Independent Executor of Decedent's Will and Estate have the power to retain, sell at public or private sale, exchange, grant options on, invest and reinvest, and otherwise deal with any kind of real property as stated in Decedent's Will.

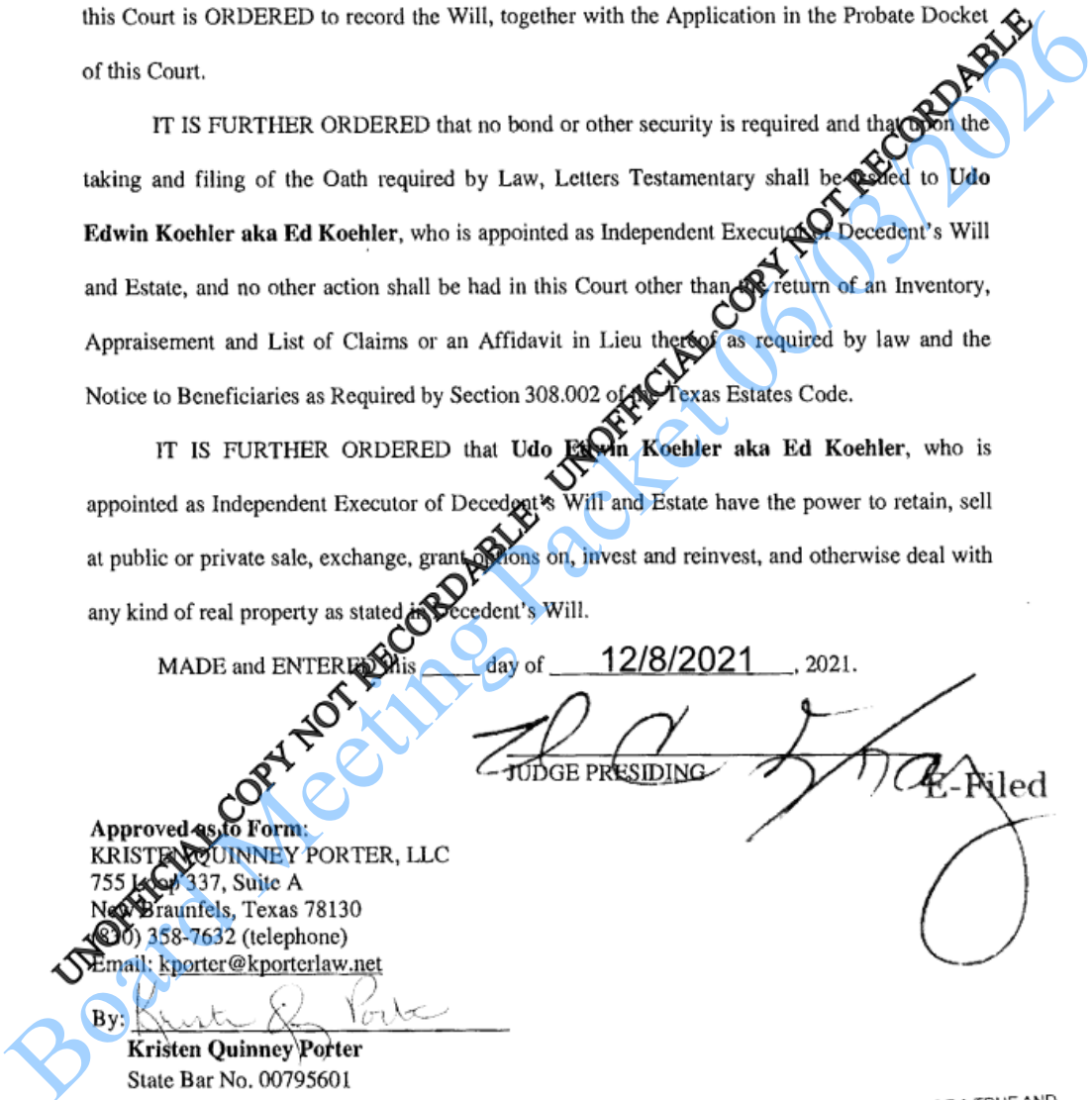
MADE and ENTERED this 12/8/2021 day of 2021.

[Handwritten Signature]
JUDGE PRESIDING
E-Filed

Approved as to Form:
KRISTEN QUINNEY PORTER, LLC
755 Leal 337, Suite A
New Braunfels, Texas 78130
(817) 358-7632 (telephone)
Email: kporter@kporterlaw.net

By: *[Handwritten Signature]*
Kristen Quinney Porter
State Bar No. 00795601

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CORRECT COPY.
Bobbie Koepf
BOBBIE KOEPP
COMMISSIONER
PAGE 11 OF 13



FILED
12/17/2021 4:16 PM
Bobbie Koepf
County Clerk
Comal County
Accepted By:
Katrina Pena

CAUSE NO. 2021PC0576

IN THE ESTATE OF § IN THE COUNTY COURT AT LAW
LUCILLE KOEHLER aka § SITTING IN MATTERS PROBATE
LUCILLE HANZ KOEHLER
DECEASED § COMAL COUNTY, TEXAS

**AFFIDAVIT IN LIEU OF INVENTORY,
APPRAISEMENT, AND LIST OF CLAIMS**

THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day appeared **Udo Edwin Koehler aka Ed Koehler**, who on oath deposed and stated that:

I, **Udo Edwin Koehler aka Ed Koehler**, am the Independent Executor of the Estate of **Lucille Koehler aka Lucille Hanz Koehler**, deceased ("Decedent"), whose Will was admitted to probate by an Order dated December 8, 2021 ("the Order").

All debts, except for secured debts, taxes, and administrative expenses of the estate are paid.

As provided in Estates Code, Section 309.056, effective September 1, 2011, I have prepared a verified, full, and detailed inventory of Decedent's assets.

I hereby certify that each of the foregoing statements is true and within our personal knowledge.

Dated: Dec 16, 2021.

Udo Edwin Koehler aka Ed Koehler, Independent Executor of the Estate of **Lucille Koehler aka Lucille Hanz Koehler**, deceased

CERTIFIED TO BE A TRUE AND CORRECT COPY.

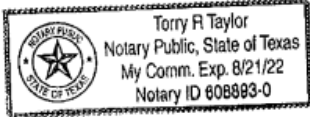
Bobbie Koepf
BOBBIE KOEPP
COMAL COUNTY CLERK



PAGE 12 OF 13

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SUBSCRIBED AND SWORN TO BEFORE ME by Udo Edwin Koehler aka Ed Koehler, Independent Executor of the Estate of Lucille Koehler aka Lucille Hanz Koehler, deceased, on this the 16 day of December, 2021.



Torry R Taylor
NOTARY PUBLIC, STATE OF TEXAS

Respectfully submitted,
KRISTEN QUINNEY PORTER, LLC

By: *Kristen Quinney Porter*
Kristen Quinney Porter
State Bar No. 09995601
Attorney for Applicant
755 Loop 107, Suite A
New Braunfels, Texas 78130
Post Office Box 312643
New Braunfels, TX 78131-2643
Telephone: 830-358-7632
Email: kporter@kporterlaw.net

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Board Meeting
UNOFFICIAL COPY NOT RECORDABLE
06/03/2026

STATE OF TEXAS
COUNTY OF COMAL
I certify this to be a true and correct copy of the record FILED & RECORDED in the Official Public Records of Comal County on the date and time stamped thereon.

Bobbie Koopp
Bobbie Koopp
County Clerk
By: *[Signature]*
4/13/2023

CERTIFIED TO BE A TRUE AND CORRECT COPY.

Bobbie Koopp
BOBBIE KOEPP
COMAL COUNTY CLERK
PAGE 13 OF 13

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202399009743
Recorded On: April 21, 2023 02:36 PM
Total Pages: 14
Total Fees: \$74.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

Receipt Number: 20230421000102
User: Marissa
Station: Recording3

Return To:
Simplifile

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

Parcel I:

Being all that certain tract, piece or parcel of land, lying and being situated in Guadalupe County, Texas, and being known as Tract No. 1, consisting of 55.32 acres, H. E. Jordt Survey, A-195, including Lots No. 13 and 14, Hidden Valley Farms Subdivision and Tract No. 2, consisting of approximately 8.77 acres, H. E. Jordt Survey, A-195, being Lots No. 9, 10 and 11 Hidden Valley Farms Subdivision and the South ½ of Tract No. Three (3), Hidden Valley Farms Subdivision, said property being further described by metes and bounds as follows, to-wit:

TRACT 1: BEING 55.32 acres of land situated in the H.E. Jordt Survey, A-195, Guadalupe County, Texas. Said 55.32 acres of land is part of a tract called 134.87 acres (hereinafter called the parent tract) in conveyance to Thermon Manufacturing Co., recorded in Volume 431 at Page 323 of the Deed Records of said county and is described by metes and bounds as follows:

BEGINNING at the most southerly east corner of the parent tract, same being the east corner of the tract herein described;

THENCE with fence and the southeast line of the parent tract, S. 55° 32' W. 810.8 feet to the east corner of a 3.38 acre tract previously carved out of the parent tract;

THENCE with the northeast, northwest and west lines of said 3.38 acre tract as follows: N. 71° 08' W. 779.1 feet; THENCE S. 86° 37' W. 20.4 feet; THENCE S. 64° 09' W. 130.1 feet; THENCE S. 1° 43' W. 44.2 feet to the northwest corner of a 0.728 acre tract previously carved out of the parent tract;

THENCE with the west line of said 0.728 acre tract, S. 0° 27' W. 127.4 feet to a point on a cul de sac at the northeast end of a public road;

THENCE with the arc of a circular curve to the left, of which the radius is 50 feet and the central angle is 92°, the long chord of which bears S. 11° 18' W. 70.7 feet to the northwest right-of-way line of said public road;

THENCE with said right-of-way line, as follows: S. 56° 18' W. 195.0 feet; THENCE N. 61° 37' W. 56.2 feet; THENCE N. 0° 27' E. 39.9 feet to a cul de sac;

THENCE with a circular curve to the left, the radius of which is 50 feet and the central angle of which is 180°, the long chord of which bears N. 0° 27' E. 100.0 feet;

THENCE N. 89° 33' W. 50.0 feet to a point on the east line of TRACT NO. 14 of Hidden Valley Farms Subdivision; said subdivision having been previously carved out of the parent tract, a subdivision plat of which is recorded in Volume 3, at Page 62 of the Map Records of Guadalupe County, Texas;

THENCE with the east line of TRACTS NO. 13 and 14, same being the west line of a public road, S. 0° 27' W. 233.8 feet to the southeast corner of TRACT NO. 13;

THENCE with the southeast line of said TRACT NO. 13 and the northwest line of

said public road, S. 56° 18' W. 483.3 feet to the southwest corner of TRACT 13 and the southeast corner of TRACT 3 of said subdivision;

THENCE with the east line of TRACT 3, 4, 5, 6, 7 and 8 of said subdivision, N. 0° 27' E. 1,924.9 feet to the northeast corner of TRACT NO. 8 and the northwest corner of the tract herein described;

THENCE with fence, S. 73° 24' E. 945.6 feet to the southwest corner of a 35.44 acre tract previously carved out of the parent tract;

THENCE with the south line of said 35.44 acre tract, N. 83° 43' E. 656.4 feet to a re-entrant corner of the parent tract and the northeast corner of the tract herein described;

THENCE with fence and a segment of the northeast line of the parent tract, S. 39° 50' E. 1,014.8 feet to the PLACE OF BEGINNING and containing 55.32 acres of land, including Lots 13 and 14 of Hidden Valley Farms Subdivision.

TRACT 2: Approximately 8.77 acres of land situated in the H. E. Jordt Survey, A-195, Guadalupe County, Texas. Said 8.77 acres of land is part of a tract called 134.87 acres (hereinafter called the parent tract) in conveyance to Thermon Manufacturing Co., recorded in Volume 431 at Page 323 of the Deed Records of said county and is described as Lots 9, 10 and 11 of the Hidden Valley Farms Subdivision recorded in Volume 3 at Page 62 of the Map Records of Guadalupe County, Texas; and being the same property conveyed by Deed from Patricia Kruckemeyer to Udo A. Koehler and wife, Lucille Koehler, dated March 12, 1981, and recorded in Volume 615, Pages 235-238 of the Deed Records of Guadalupe County, Texas, reference to which is here made for all purposes.

TRACT 3: All that certain 757 acres of land, more or less, being the South ½ of Tract No. Three (3), Hidden Valley Farms Subdivision, H.E. Jordt Survey, Guadalupe County, Texas, according to the Plat recorded in Volume 3, Page 62, of the Plat Records of Guadalupe County, Texas and conveyed by James Lee Seago, et ux, to Udo A. Koehler, et ux, by deed dated February 15, 1989, recorded in Volume 878, page 053, Official Records of Guadalupe County, Texas.

Parcel 11

All that certain tract or parcel of land containing 67.721 acres of land out of the Charles Henderson League and Labor Survey No. 55, Abstract No. 147, Guadalupe County, Texas and being out of that certain called 233.2 acre tract of land (called Tract No. 1) described in Volume 504, Page 421 of the Deed Records of Guadalupe County, Texas (hereinafter referred to as the Parent Tract); Said 67.721 acre parcel being more particularly described as follows:

BEGINNING at a ½ inch iron rod found on the northeasterly right-of-way line of Old Zorn Road (County Road No. 144) (formerly known as Prairie Lea Road) for the southwesterly corner of the Parent Tract, the southeasterly corner of that certain called 103.12 acre tract described in Volume 1124, Page 635 of the Official Records of Guadalupe County, Texas and for the southwesterly corner and POINT OF

BEGINNING of this parcel;

THENCE leaving said right-of-way line and with the common line of this parcel and said 103.12 acre tract, North 00 deg 00' 00" East (basis of bearings), a distance of 2014.50 feet (called "North", 2014.5 feet) to a ½ inch iron rod set for the southwesterly corner of that certain called 50 acre parcel described in Volume 645, Page 889 of the Deed Records of Guadalupe County, Texas and for an exterior corner of this parcel;

THENCE with the common line of this parcel and said 50 acre parcel, North 89 deg 56' 46" East, a distance of 1104.06 feet (called "East", 1104.4 feet) to a wood fence corner post found for the southeasterly corner of said 50 acre parcel and for an interior corner of this parcel;

THENCE continuing with the common line of this parcel and said 50 acre parcel, North 00 deg 14' 06" East, a distance of 1992.68 feet (called "North", 1979.17 feet) to a wood fence corner post found for the northwesterly corner of the Parent Tract, the northeasterly corner of said 50 acre parcel and the northwesterly corner of this parcel and being located in the southerly line of that certain called 49.70 acre parcel described in Volume 528, Page 884 of the Official Public Records of Guadalupe County, Texas;

THENCE with the common line of this parcel and said 49.70 acre parcel, North 89 deg 38' 04" East, a distance of 503.33 feet to a ½ inch iron rod set for the South 00 deg 24' 13" East, at 1990.29 feet passing a ½ inch iron rod set for the northwesterly corner of that certain called 50.21 acre parcel described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas, in all a distance of 2557.83 feet to a ½ inch iron rod set for an exterior corner of this parcel;

1. North 90 deg 00' 00" West, a distance of 969.83 feet to a ½ inch iron rod set for an interior corner of this parcel;
2. North 90 deg. 00' 00" West, a distance of 969.83 feet to a ½ inch iron rod set for an interior corner of this parcel;
3. South 00 deg 00' 00" East, a distance of 1595.92 feet to a ½ inch iron rod set on the aforementioned right-of-way line of Old Zorn Road for the southeasterly corner of this parcel;

THENCE with said right-of-way line, North 75 deg 12' 00" West (called North 75 deg 12' West), a distance of 270.03 feet to a ½ inch iron rod set for angle and North 79 deg 41' 00" West, a distance of 409.30 feet (called North 79 deg 41' West, 409.3 feet) to the POINT OF BEGINNING and containing 67.721 acres of land, more or less; and being the same property conveyed by Deed dated May 15, 1997 from Edwin E. Hanz, Trustee and Anita M. Hanz, Trustee of the Edwin E. Hanz and Anita M. Hanz Living Trust to Lucille Hanz Koehler and Udo A. Koehler, Jr., and recorded in Volume 1271, Pages 0612-0614 of the Official Public Records of Guadalupe County, Texas, reference to which is here made for all purposes.

Together with all and singular the rights, members, hereditaments and

1271/0606

6439

Deed of Partition between Edwin E. Hanz, Trustee, and Anita M. Hanz, Trustee of the Edwin E. Hanz and Anita M. Hanz Trust and Lucille Hanz Koehler.

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GUADALUPE *

That WHEREAS, EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST and LUCILLE HANZ KOEHLER, joined herein pro forma by her husband, UDO A. KOEHLER, JR., have and hold in common that certain real estate hereinafter mentioned, and are desirous of making partition of same;

NOW, THEREFORE, in consideration of the covenants herein contained and the conveyance herein made and to effect such partition, it is hereby COVENANTED, GRANTED, CONCLUDED, AND AGREED by, between, and among said parties and each of them COVENANTS, GRANTS, CONCLUDES AND AGREES, for himself, himself, herself, themselves, his, her and their heirs, personal representatives, its successors and assigns, that a partition of said property be made as follows:

FIRST

That the said EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, shall from henceforth have, hold, own, possess, and enjoy, in severalty, by itself and to its successors and assigns, for its part, share and proportion of the said property, free from any and all claims of the other parties hereto, all that certain tract and parcel of land situated in Guadalupe County, Texas, more fully described by metes and bounds as follows:

All that certain tract, piece or parcel of land known as the Zorn Farm, lying and situated in Guadalupe County, Texas and being 233.2 acres of land, described as being all of a 182.77 acre tract conveyed by Kenneth L. Karger, et ux to Marvin Gass and Bruno Gass by Deed dated April 8, 1965, and recorded in Volume 375, pages 381-384 of the Guadalupe County Deed Records, and all of a tract of 50 acres, more or less, conveyed by Alfred C. Baumann to Marvin Gass and Bruno Gass by Deed, Guadalupe County Deed Records and being a part of the Charles Henderson League and Labor Survey No. 55, in Guadalupe County, Texas, described by metes and bounds as follows:

BEGINNING at a stake at the intersection of the west line of the Charles Henderson League and Labor Survey No. 55 with the

1271/0607

northeast line of the Prairie Lea Road, located North 645.5 feet from the southwest corner of said Henderson League Survey, for the southwest corner of this tract;

THENCE with the west line of said Charles Henderson League and Labor Survey, North 2014.5 feet to a corner post;

THENCE East 1104.4 feet to a post at the southeast corner of the Edgar Dietert 50 acre tract;

THENCE with the east line of said Edgar Dietert 50 acre tract, North 2024.4 feet to a stake in the south line of the former Bruno Wagner 50 acre tract;

THENCE with the south line of said Bruno Wagner Tract, East 2200 feet to a stake in the east line of subdivision no. 6 of said Charles Henderson League and Labor Survey;

THENCE with the East line of said subdivision no. 6, S. 0 deg. 09' W. 1996.0 feet to a stake by a post at the southeast corner of said subdivision no. 6 at the southeast corner of subdivision no. 1;

THENCE with the east line of said subdivision no. 1 as fenced, same being the east line of an abandoned land, S. 0 deg. 46' E. 1041.2 feet, and S. 1 deg. 09' E. 1564 feet to a post in the north line of a county road known as the Prairie Lea Road;

THENCE with the north line of said road, West 837.5 feet to a post located at the southeast corner of the Eddie Lehman 50.21 acre tract;

THENCE with the east line of said 50.21 acre tract, North 2605.2 feet to a stake;

THENCE West 854.0 feet to a stake located at the northwest corner of said Eddie Lehmann 50.21 acre tract;

THENCE with the west line of said 50.21 acre tract, south 2489.3 feet to a post in the northeast line of the Prairie Lea Road;

THENCE with the northeast line of said road, N 69 deg. 30' W. 430.0 feet; N. 75 deg. 12' W. 869.6 feet; and N. 79 deg. 41' W. 482.3 feet to the PLACE OF BEGINNING, containing 233.2 acres; and being the same property described in a Deed from Marvin E. Cass, et ux to Edwin A. Hanz dated May 8, 1969, recorded in Volume 419, pages 403-405 of the Deed Records of Guadalupe County, Texas.

LESS SAVE AND EXCEPT THE FOLLOWING PARCEL:

All that certain tract or parcel of land containing 38.867 acres of land out of the Charles Henderson League and Labor Survey No. 55, Abstract No. 147, Guadalupe County, Texas and being out of that certain called 233.2 acre tract of land (called Tract No. 1) described in Volume 504, Page 421 of the Deed Records of Guadalupe County, Texas (hereinafter referred to as the Parent Tract); Said 38.867 acre parcel being more particularly described as follows:

BEGINNING at a ¼ inch iron rod set on the northeasterly right-of-way line of Old Zorn Road (County Road No. 144) (formerly known as Prairie Lea Road) for the southeasterly corner and

1271/0608

POINT OF BEGINNING of this parcel, being located on the westerly line of that certain called 50.21 acre parcel described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas;

THENCE with said right-of-way line, North 69 deg 30' 00" West, a distance of 430.81 feet (called North 69 deg 30' West, 430 feet) to a ¼ inch iron rod set for angle and North 75 deg 12' 00" West (called North 75 deg 12' West), a distance of 599.57 feet to a ¼ inch iron rod set for the southwesterly corner of this parcel;

THENCE leaving said right-of-way line and into the Parent Tract, North 00 deg 00' 00" West, a distance of 158.92 feet to a ¼ inch iron rod set for the northwesterly corner of this parcel;

THENCE North 90 deg 00' 00" East, a distance of 969.83 feet to a ¼ inch iron rod set in the common line of the Parent Tract and the aforementioned 50.12 acre parcel for the northeasterly corner of this parcel;

THENCE with the common line of the Parent Tract and said 50.21 acre parcel, South 00 deg 24' 13" East, a distance of 1900.00 feet to the POINT OF BEGINNING and containing 38.867 acres of land, more or less.

All according to a field survey performed on the ground between January 17, 1997 and February 11, 1997 by David A. Lamberts, R.P.L.S. No. 4907.

And the other party hereto, LUCILLE HANZ KOEHLER, out of her separate property and estate, joined herein proforma by my husband, UDO A. KOEHLER, JR., HAS GRANTED, RELEASED, CONFIRMED and CONVEYED, and by these presents does hereby GRANT, RELEASE, CONFIRM and CONVEY unto the said EDWIN E. HANZ, Individually and EDWIN E. HANZ, Trustee and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, the property described above;

DO HAVE AND TO HOLD in severalty the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, its successors and assigns forever; and the other party hereto does hereby bind herself, himself, his heirs, her heirs, personal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto the said EDWIN E. HANZ, Trustee, and ANITA M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, its successors and assigns, against

1271/0609

every person whomsoever lawfully claiming or to claim the same or any part thereof.

SECOND

That the said LUCILLE HANZ KOEHLER shall from henceforth have, hold, own, possess, and enjoy, in severalty, by herself and to her, her heirs, personal representatives and assigns, for her part, share and proportion of the said property, as her separate property and estate, free from any and all claims of the other party hereto, all that certain tract and parcel of land, situated in Guadalupe County, Texas, more fully described by metes and bounds as follows:

All that certain tract or parcel of land containing 38.867 acres of land out of the Charles Henderson League and Labor Survey No. 55, Abstract No. 147, Guadalupe County, Texas and being out of that certain called 21.2 acre tract of land (called Tract No. 1) described in Volume 504, Page 421 of the Deed Records of Guadalupe County, Texas (hereinafter referred to as the Parent Tract); Said 38.867 acre parcel being more particularly described as follows:

BEGINNING at a 1/4 inch iron rod set on the northeasterly right-of-way line of Old Zorn Road (County Road No. 144) (formerly known as Prairie Lea Road) for the southeasterly corner and POINT OF BEGINNING of this parcel, being located on the westerly line of said certain called 50.21 acre parcel described in Volume 556, Page 311 of the Deed Records of Guadalupe County, Texas;

THENCE with said right-of-way line, North 69 deg 30' 00" West, a distance of 430.81 feet (called North 69 deg 30' West, 430 feet) to a 1/4 inch iron rod set for angle and North 75 deg 12' 00" West (called North 75 deg 12' West), a distance of 599.57 feet to a 1/4 inch iron rod set for the southwesterly corner of this parcel;

THENCE leaving said right-of-way line and into the Parent Tract, North 00 deg 00' 00" West, a distance of 1595.92 feet to a 1/4 inch iron rod set for the northwesterly corner of this parcel;

THENCE North 90 deg 00' 00" East, a distance of 969.83 feet to a 1/4 inch iron rod set in the common line of the Parent Tract and the aforementioned 50.12 acre parcel for the northeasterly corner of this parcel;

THENCE with the common line of the Parent Tract and said 50.21 acre parcel, South 00 deg 24' 13" East, a distance of 1900.00 feet to the POINT OF BEGINNING and containing 38.867 acres of land, more or less.

All according to a field survey performed on the ground between January 17, 1997 and February 11, 1997 by David A. Lamberts, R.P.L.S. No. 4907.

And the other party hereto, EDWIN E. HANZ, Trustee, and ANITA

1271/0610

M. HANZ, Trustee of the EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST, have GRANTED, RELEASED, CONFIRMED and CONVEYED, and by these presents do hereby GRANT, RELEASE, CONFIRM and CONVEY unto the said LUCILLE HANZ KOEHLER, as her separate property and estate, the property described above;

TO HAVE AND TO HOLD in severalty the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said LUCILLE HANZ KOEHLER, as her separate property and estate, her heirs, personal representatives and assigns forever; and the other party hereto, does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto the said LUCILLE HANZ KOEHLER, her heirs, personal representatives and assigns, as her separate property and estate, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this the 15th day of May, 1997.

Edwin E. Hanz

EDWIN E. HANZ, Trustee of the
EDWIN E. HANZ and ANITA M. HANZ
LIVING TRUST

Anita M. Hanz

ANITA M. HANZ, Trustee of the
EDWIN E. HANZ and ANITA M. HANZ
LIVING TRUST

Lucille Hanz Koehler
LUCILLE HANZ KOEHLER

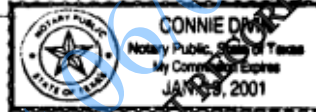
Udo A. Koehler
UDO A. KOEHLER, JR.

1271/0611

THE STATE OF TEXAS *
COUNTY OF COMAL *

This instrument was acknowledged before me on this the 16
day of May, 1997, by EDWIN E. HANZ, Trustee of the
EDWIN E. HANZ and ANITA M. HANZ LIVING TRUST.

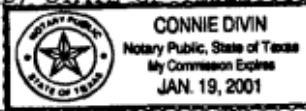
Connie Divin
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS *
COUNTY OF COMAL *

This instrument was acknowledged before me on this the 16
day of May, 1997, by ANITA M. HANZ, Trustee of the EDWIN
E. HANZ and ANITA M. HANZ LIVING TRUST.

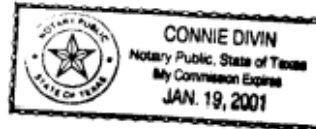
Connie Divin
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS *
COUNTY OF COMAL *

This instrument was acknowledged before me on this the 16
day of May, 1997, by LUCILLE HANZ KOEHLER and UDO A.
KOEHLER, JR.

Connie Divin
NOTARY PUBLIC, STATE OF TEXAS



Board Meeting Packet 05/22/2006
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FILED FOR RECORD
97 MAY 28 PM 1:58

LIZSIE M. LORENZ
COUNTY CLERK CLERK SOCIETY

BY *Lizsie M. Lorenz*

COUNTY OF COMAL
This instrument was
FILED in the County of Comal, Texas
herein by me this 28th day of May, 1997.
Official Public Seal of the County of Comal,
Texas.



20196

WILLIAM F. BRAUNE AND MARGARET R. BRAUNE TO LILLIAN B. CARGIL

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 15, 2004

GRANTOR: WILLIAM F. BRAUNE AND MARGARET R. BRAUNE

GRANTOR'S MAILING ADDRESS: 1100 Braune Road, San Marcos, Guadalupe County, Texas 78666

GRANTEE: LILLIAN B. CARGIL

GRANTEE'S MAILING ADDRESS: 5001 Center Point Road, San Marcos, Guadalupe County, Texas 78666

CONSIDERATION: Love of, and affection for, Grantee

PROPERTY (including any improvements): 2 acres of land, more or less, located in the Chas. Henderson League Labor in Guadalupe County, Texas, more particularly described as follows, to-wit:

Being all that of Tract One (15 acres, more or less) as set forth in Partition instrument dated April 29, 1954, between the children of Willie Braune, Jr., recorded in Volume 273, Pages 48-52, of the Deed Records of Guadalupe County, Texas, which instrument is hereby incorporated by referenced for all purposes; LESS AND EXCEPT that certain 2 acre tract, more or less, described in that certain Warranty Deed from William F. Braune, et ux to Lillian Cargil, et vir, dated June 1, 1977 and recorded in Volume 538, Page 381, of the Deed Records of Guadalupe County, Texas, which instrument is hereby incorporated by reference for all purposes.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all covenants, conditions, easements, restrictions, and mineral and royalty severances, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the

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VOL2066 PG0320

same may still be in force and effect, shown of record in the office of the County Clerk of Guadalupe County, Texas, and make it part of the general exceptions taxes for 2004, the payment of which Grantee assumes.

When the context requires, singular nouns and pronouns include the plural.

William F. Braune
WILLIAM F. BRAUNE

Margaret R. Braune
MARGARET R. BRAUNE

THE STATE OF TEXAS)
COUNTY OF GUADALUPE)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. BRAUNE AND MARGARET R. BRAUNE, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 15 day of September, 2004.



Cheryl Schulze
Notary Public, State of Texas

Board Meeting Packet 06/03/2026
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FILED FOR RECORD
04 SEP 29 2:52

SA KIEL
GUADALUPE COUNTY

S. KIEL

THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was fully recorded in the Official Public Records of Guadalupe County, Texas.



Jane Hall
County Clerk,
Guadalupe County Texas

WARRANTY DEED
Braune/L. Cargil
File 22970

b/m/a

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cárdenas, MBA, PhD, Clerk of the County Court at Law of Hays County Texas, do hereby certify that the documents listed below and attached hereto are the certified copies of the original instruments and orders filed in Cause No. **19-0270-P, Estate of Edgar Stockton Laird, Deceased.**

1. Application for Probate of Will and Issuance of Letters Testamentary
2. Last Will and Testament of Edgar Stockton Laird
3. Order Admitting Will to Probate and Authorizing Letters Testamentary

Given under my hand and seal of said Court at the office of the Hays County Clerk in San Marcos, Texas, on this the 13th day of November, 2019.

Elaine H. Cárdenas, MBA, PhD
County Clerk, Hays County, Texas
712 S. Stagecoach Trl., Ste. 2008, San Marcos, Texas 78666

By 
Alfredo B. Sanchez, Deputy



UNOFFICIAL COPY NOT RECORDABLE Board Meeting 11/13/2019

FILED
8/6/2019 11:16 AM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 19-0270-P

ESTATE OF § IN THE COUNTY COURT
EDGAR STOCKTON LAIRD, § AT LAW NO. _____ OF
DECEASED § HAYS COUNTY, TEXAS

**APPLICATION FOR PROBATE OF WILL
AND ISSUANCE OF LETTERS TESTAMENTARY**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW ERNEST LAIRD, Applicant, and files this *Application for Probate of Will and Issuance of Letters Testamentary* and would show the Court as follows:

1. Discovery in this case is intended to be conducted under level 2 of rule 190 of the Texas Rules of Civil Procedure.

2. Applicant, ERNEST LAIRD, is named in the Will as Executor and is an individual interested in this estate. The Applicant's address is 40 Lenz Drive, Seguin, Guadalupe County, Texas 78155, where service may be had. The last three numbers of the Social Security number of Applicant are 735. The last three numbers of the Texas driver's license number of Applicant are 955.

3. EDGAR STOCKTON LAIRD, Decedent, who was domiciled at 221 West Holland, San Marcos, Hays County, Texas, died on or about June 19, 2019, in San Marcos, Hays County, Texas, at the age of 81. The last three numbers of the Testator's Texas driver's license number are 404. The last three numbers of Testator's Social Security number are 297.

4. This Court has jurisdiction and venue because Decedent was domiciled and had a fixed place of residence in this county on the date of death.

5. Decedent owned real and personal property described generally as home, real property, vehicle, cash, and personal effects, of a probable value in excess of \$50,000.00.

6. Decedent left a valid written Will ("Will") dated June 10, 2019, which was never revoked and is filed herewith.

7. The subscribing witnesses to the Will are as follows: Louis H. Salazar and Lynn B. Salazar.

The Will was made self-proved in the manner prescribed by law.

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ELAINE H. CARDENAS, County Clerk
Hays County
pg. 1 of 14

8. No child or children were born to or adopted by Decedent after the date of the Will.
9. No marriage of the Decedent was ever dissolved after the Will was made by divorce, annulment, or declaration that the marriage was void.
10. A necessity exists for the administration of this estate.
11. Decedent's Will named Applicant to serve without bond or other security as Independent Executor. Applicant would not be disqualified by law from serving as such or from accepting Letters Testamentary, and Applicant would be entitled to such letters.
12. None of the following are named as devisees by the Will: the State of Texas; any governmental agency of the State; or any charitable organization.

Applicant prays that citation issue as required by law to all persons interested in this Estate; that the Will be admitted to probate; that Letters Testamentary be issued to Applicant; and that all other orders be entered as the Court may deem proper.

Respectfully submitted,

SCANIO & SCANIO
A Professional Corporation

BY: Francesca Scanio Stacey

FRANCESCA SCANIO STACEY
144 E. San Antonio Street
San Marcos, Texas 78666
Tel: (512) 396-2016
Fax: (512) 353-2984
E-Mail: scanios@scaniolaw.com
State Bar No. 24077299
ATTORNEYS FOR APPLICANT

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CORRECT COPY
ELIASE H. CARRERAS, County Clerk
Guadalupe County
PS of 14

190270 P

Last Will and Testament of

EDGAR STOCKTON LAIRD

STATE OF TEXAS
COUNTY OF HAYS

09/09/2019

CLERK
COUNTY CLERK
HAYS COUNTY TEXAS

2019 AUG -9 PM 3:28

FILED

I, EDGAR STOCKTON LAIRD, a resident of San Marcos, Hays County, Texas, do hereby make, publish, and declare this to be my last Will, hereby revoking any Wills and Codicils previously made by me.

I.

IDENTITY OF TESTATOR'S FAMILY

I declare that I am married to JUDITH LAIRD at the time of the making of this Will. Any references made in this Will to "my spouse" are references to her.

I was previously married to CONNIE LAIRD, but that marriage terminated on her death in 1974. Two children were born of my marriage to CONNIE LAIRD: EDGAR LAIRD, JR. and MARY LOUISE LAIRD BROWN. Both EDGAR LAIRD, JR. and MARY LOUISE LAIRD BROWN have predeceased me.

JUDITH LAIRD and I were previously married and then divorced. We have since remarried. One child was born of my marriage to JUDITH LAIRD: BRENNUS WALDEN LAIRD. Any references in this Will to "my child" or "child of mine" are references to BRENNUS WALDEN LAIRD.

II.

PAYMENT OF DEBTS, EXPENSES, AND TAXES

Except as may otherwise be provided in this Will, I direct that all of my legal debts, the expenses of my last illness and funeral, and the expenses of administering my estate shall be charged against my residuary estate and may be paid in such order and out of such of the assets of my residuary estate (including the income of my residuary estate) as my executor may deem best; provided, however, that if any property specifically devised in this Will is subject to a lien or similar encumbrance, the devisee will take the property subject to such lien or encumbrance (unless otherwise specifically provided in this Will). My executor is specifically given the right to renew and extend, in any form that it deems best, any secured or unsecured debt or charge existing at the time of my death. Under no circumstances shall my executor be required to prepay any debt of mine, nor shall my executor be required to pay a debt of mine barred by limitations, the provisions of the Texas Probate Code, the Texas Estates Code, the Texas Insurance Code, or other applicable law.

Edgar S. Laird

CERTIFIED TO BE A TRUE AND CORRECT COPY
ELAINE H. CARRENS, County Clerk
3 of 14

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Any person paying all or a portion of the cost of my funeral pursuant to an appointment as agent to control the disposition of my remains shall have a claim against my estate for reimbursement for said costs.

III.

PROPERTY BEING DISPOSED

It is my intention to dispose of all my probate assets in this Will.

IV.

DISPOSITION

(A) I give JUDITH LAIRD a life estate in the home and real property located at 221 West Holland Street, San Marcos, Hays County, Texas, and the remainder to BRENNUS LAIRD, if he survives me. If BRENNUS LAIRD fails to survive me, this gift shall lapse and pass as part of my residuary estate.

(B) I give all my interest in the following real property in Brown County, Texas, including improvements thereon and insurance related thereto to BRENNUS LAIRD, if he survives me:

160 acres of land in Brown County, Texas, the SE/4 of H.T.&B.R.R. Co., Section No. 25, Abstract No. 489, and more particularly described in the deed from W.M. Rosser et al to Frank Baker, et ux, recorded in Volume 317, page 481 of the deed records of Brown County, Texas.

If BRENNUS LAIRD fails to survive me, this gift shall lapse and pass as part of my residuary estate.

(C) The home and real property located at 2106 17th Street, Brownwood, Texas 76801, is jointly owned by me and my brother, ERNEST LAIRD, who has listed it for sale with my permission. I wish for the property to continue to be listed for sale and eventually sold. I give my share of the proceeds from the sale of this property to my residuary estate.

(D) I give all my interest in the following real property in Guadalupe County, Texas, including improvements thereon and insurance related thereto to BRENNUS LAIRD, if he survives me:

All that certain tract or parcel of land situated in Guadalupe County, Texas, a part of the Charles Henderson League and Labor Survey, Patent No. 501, Vol. 4, Abstract No. 147, more particularly described as follows:

53.14 acres of land, more or less, the southeastern portion of Subdivision No. 7 of said Charles Henderson League and Labor according to the Plat recorded in Guadalupe County Deed Record Vol. "L", Page 82, said 53.14 acres being the south portion of a 108.14 acre tract described in the Deed from Julius Mehlitz and wife to Albert Klatt dated July 16th, 1913, and recorded in Deed Record Volume 39, Pages 591-92, and

BEGINNING at a pile of rocks in corner of fence on the east side of the Seguin-San Marcos Road for southwest corner of this tract, same being at or near the Southwest corner of said Subdivision No. 7 of the

Edgar S Laird

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CORRECT COPY



Charles Henderson League and Labor, which corner is further described as being 1900 varas North of the Southwest corner of the Charles Henderson League and Labor Survey;

THENCE North 4.32 varas to a stake;

THENCE, North 89° 55' East, parallel with fence and 12 feet distance from same, 527.67 varas to a stake set for the Southeast corner of a 90 acre tract conveyed to Willie Braune, Jr., by Julius Mehlitz, et ux, by Deed dated November 22nd, 1913, recorded in Deed Record Vol. 42, Pages 211-12;

THENCE with the East line of said 90 acre tract North 457.4 varas to a stake set for the Southwest corner of a 55 acre tract conveyed to Fritz Braune by Julius Mehlitz et ux by Deed dated December 27, 1924, recorded in Deed Record Vol. 83, Pages 26-27, said 55 acre tract being the North part of the hereinabove mentioned 108.14 acre tract;

THENCE with the south line of said 55 acre tract North 89° 55' East 640.72 varas to a stake in the east line of said 108.14 acre tract for Southeast corner of the 55 acres and Northeast corner of the tract;

THENCE with said East line of the 108.14 acres South 0° 39' East 462.42 varas to a stake corner of fence, the Southeast corner of said 108.14 acre tract and of this tract, being at or near the Southeast corner of said Subdivision No. 7;

THENCE with the south line of the 108.14 acre tract South 89° 55' West 1173.67 varas to the place of beginning.

The above-mentioned property is my separate property that was owned by me prior to my marriage to JUDITH LAIRD. If BRENNUS LAIRD fails to survive me, this gift shall lapse and pass as part of my residuary estate.

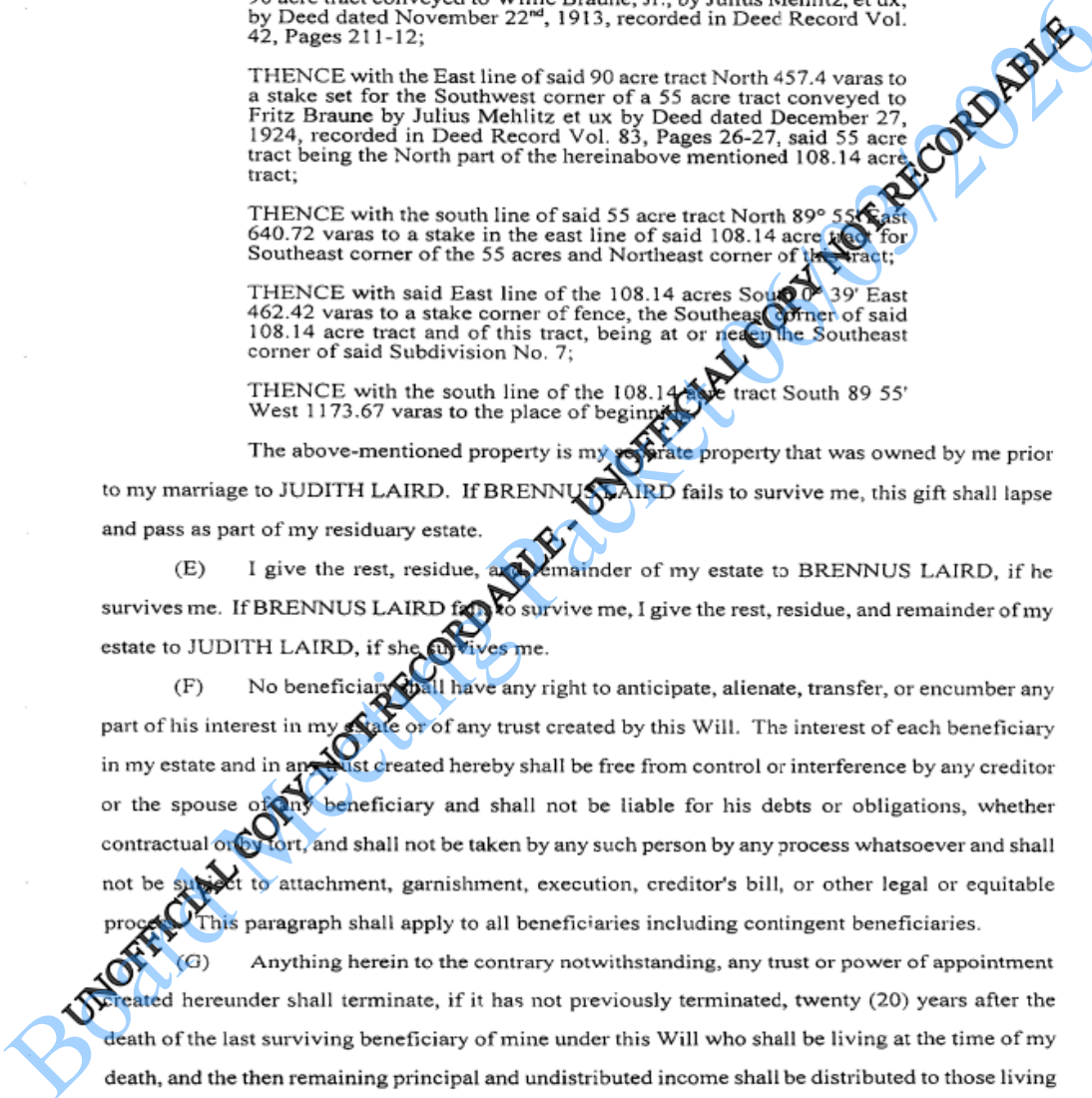
(E) I give the rest, residue, and remainder of my estate to BRENNUS LAIRD, if he survives me. If BRENNUS LAIRD fails to survive me, I give the rest, residue, and remainder of my estate to JUDITH LAIRD, if she survives me.

(F) No beneficiary shall have any right to anticipate, alienate, transfer, or encumber any part of his interest in my estate or of any trust created by this Will. The interest of each beneficiary in my estate and in any trust created hereby shall be free from control or interference by any creditor or the spouse of any beneficiary and shall not be liable for his debts or obligations, whether contractual or by tort, and shall not be taken by any such person by any process whatsoever and shall not be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process. This paragraph shall apply to all beneficiaries including contingent beneficiaries.

(G) Anything herein to the contrary notwithstanding, any trust or power of appointment created hereunder shall terminate, if it has not previously terminated, twenty (20) years after the death of the last surviving beneficiary of mine under this Will who shall be living at the time of my death, and the then remaining principal and undistributed income shall be distributed to those living persons per capita, or their issue per stirpes, if those persons be not living, who at the time of such

Edna S. Laird

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ELAINE H. CARDENAS, County Clerk
5 of 14



termination constitute the beneficiaries of the estate in proportion to their respective shares in the estate at the time of such termination.

(H) If any beneficiary contests or challenges this Will, prior to or after the time it is admitted to probate, any share or interest in my estate which would otherwise have passed to that beneficiary is revoked and shall be disposed of under the provisions of this Will as if said beneficiary had predeceased me without issue. Should any beneficiary bring litigation against and opposed by a fiduciary appointed in this Will, and said beneficiary does not prevail in such litigation, and should said beneficiary remain entitled to a portion of my estate, my fiduciary shall charge said beneficiary's legal fees and expenses incurred in such litigation against the unsuccessful beneficiary's share of my estate. This paragraph applies even if the will contestant or the beneficiary bringing litigation is acting in good faith.

(I) Unless otherwise specifically provided in this Will, a person shall not be considered to have survived me unless the person is alive on the sixtieth day after my date of death.

(J) A bequest in this Will includes insurance associated with the asset that provides coverage if the asset is lost, stolen, damaged, or destroyed.

V.

EXECUTOR

(A) I appoint ERNEST LAIRD to serve as Independent Executor of my estate. If he fails or ceases to serve, I appoint BRENNUS LAIRD to serve as Independent Executor of my estate.

(B) To the extent permitted by law, no action shall be had in any court exercising probate jurisdiction in relation to the settlement of my estate other than the probating and recording of my Will and the return of an inventory, appraisal, and list of claims of my estate, or an affidavit in lieu thereof if allowed by law.

(C) I appoint as ancillary fiduciary the person or corporation which my executor shall appoint in writing. Unless prohibited by applicable law or court rule, my executor may appoint itself as ancillary fiduciary.

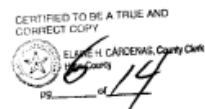
(D) No bond or other security shall be required of any executor appointed in this Will.

VI.

PROVISIONS CONCERNING FIDUCIARIES

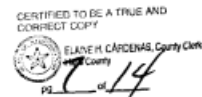
(A) I intend my executor to be independent as that term is used and defined under Texas law. I grant to all my fiduciaries discretion and complete power to administer my estate and any trust under my Will and I grant to all my fiduciaries all powers conferred on trustees and executors by the Texas Trust Code, Texas Probate Code, and Texas Estates Code, except that in the event of a conflict between any such Code and my Will, the Will shall control to the extent permitted by law. In

Edgar S. Stein



in addition to those powers now or subsequently conferred by law this grant shall include without limitation the following powers, all of which may be exercised without the necessity of securing the approval or order of any court: (1) To acquire, by purchase or otherwise, retain, invest, reinvest and manage, temporarily or permanently, any realty or personalty, without diversification as to kind, amount or risk of nonproductivity or depreciation and without limitation by statute or rule of law; (2) To alter, improve, repair, replace, abandon, and demolish assets; (3) To sell, exchange, encumber, lease for any period, or otherwise dispose of assets, publicly or privately, with or without approval, and to give options for those purposes on such terms and for such consideration as the fiduciary deems advisable; (4) To advance or borrow money and to hold, mortgage, and pledge property for the repayment of same; (5) To purchase from, borrow from, sell to, and generally to deal with themselves individually and as a fiduciary of any estate or trust created by me or otherwise, or with partnerships, corporations, and financial or business organizations in which they may own an interest, provided fair consideration is paid; (6) To continue, invest in, or liquidate any partnership, corporation, or business in which I may own an interest; (7) To abandon, compromise, contest, and arbitrate claims; (8) To hold title in the name of a nominee; (9) To make partitions and distributions in kind, in money, or partly in each, without requiring a pro rata distribution of specific assets and without regard to differences in tax bases of any such property, at fair market value on the date of distribution (in this regard, except to the extent which may otherwise be provided in this will, my executor is specifically given the power to decide which persons shall receive the particular items of personal property not specifically bequeathed to a beneficiary by this Will); (10) To carry out the terms of any valid agreement which I may have entered into during my lifetime concerning property which I may own at my death; (11) To determine all matters of estate and trust accounting; (12) To comply with any buy-sell agreement into which I have entered; (13) To terminate a trust and distribute the assets to the beneficiary then entitled to receive discretionary distributions therefrom, if the trustee (other than a beneficiary who would receive all or part of such distribution) determines that the size of the trust is such as to make its continuation uneconomical; (14) To transfer to or merge all of the assets held under any trust created under this Will to any other substantially identical trusts created either by trust instrument or by will for the benefit of the same beneficiary, and to terminate the trust created under this Will, regardless of whether the trustee under this Will is also acting as the trustee of such other substantially identical trust; (15) To resign as a fiduciary by filing an appropriate resignation with the Probate Court in the case of an executor, or by sending an acknowledged written notice to trust beneficiaries in the case of a trustee; (16) To receive additional assets from sources other than my probate estate, including without limitation life insurance proceeds and benefits of retirement, profit-sharing, and pension plans, and to allocate them to the appropriate

Edson S. Yauco



trusts or beneficiaries; (17) To obtain the services of attorneys, accountants, and investment advisors and to pay them reasonable compensation; (18) Unless otherwise prohibited in this Will, to appoint a successor fiduciary to succeed to his or her position in the event the successors specifically named in this Will fail to qualify or cease to serve in such position; (19) To the extent authorized by law, to access, take control of, obtain passwords for, use, continue, and terminate digital assets, including e-mail services, online accounts (including financial, social networking, and government benefit accounts), websites, blogs, Twitter accounts, and similar items; (20) To vote shares of corporate stock and other business ownership interests, to give proxies to do so, and to carry on business activities; (21) To make an irrevocable transfer to a custodian for the benefit of a "minor" (as defined by the Texas Property Code §141.002) under the Texas Uniform Transfers to Minors Act, if such a transfer does not conflict with another provision of this Will; and (22) To seek court appointment of a special fiduciary if needed to exercise a power to make discretionary distributions pursuant to Section 113.029 of the Texas Property Code.

(B) Except as may otherwise be provided in this Will, each fiduciary shall be entitled to reasonable compensation for services actually performed and to reimbursement for expenses necessarily incurred in the administration of my estate or any trust under my Will. With respect to any fiduciary such compensation shall not exceed charges for similar services made from time to time by corporate fiduciaries in the same geographic area.

(C) Except as may otherwise be required by this Will, no fiduciary shall be required to give bond in any jurisdiction, unless bonds are required by law or court rule which cannot be waived, and in that event no surety shall be required.

(D) My fiduciaries shall have no liability for their performance of the duties of their positions absent gross negligence, fraud, bad faith, or willful misconduct. Specifically, in assessing the propriety of any investment of a trust, the overall performance of the entire trust shall be taken into account.

(E) In determining the estate, inheritance, and income tax liability of my estate, the decisions of my executor shall be binding and conclusive upon all concerned as to the tax elections he or she makes. I give my independent executor the power to allocate any federal exemption from the federal generation-skipping transfer tax to any property with respect to which I am the transferor for purposes of such tax (regardless of whether such property is included in my probate estate) and to exclude any such property from such allocation. In making decisions concerning the deceased spousal unused exclusion (DSUE amount) and portability, my executor shall comply with any previous written agreement I have made with the surviving spouse (whether before or after the date of our marriage) concerning the transfer of the DSUE amount to my spouse, unless such provision

was revoked. If my executor would not be required to file a federal estate tax return other than to make a portability election, my surviving spouse shall pay the reasonable costs incurred or to be incurred in effecting the portability election, including accounting, appraisal, and legal costs.

(F) Fiduciaries shall be fully protected and shall not be liable to the beneficiaries of my estate or any other person directly or indirectly for any information furnished to the Internal Revenue Service or to such beneficiaries, if the fiduciary has made reasonable efforts to obtain such information, verify its accuracy, and impart such information.

(G) Any subsequent fiduciary shall be responsible only for the assets he or she receives in his or her capacity as fiduciary, and said subsequent fiduciary need not examine the accounts or acts of a prior fiduciary.

(H) A trustee in its discretion may loan money to, and purchase assets from, the estate to furnish liquidity to the estate.

(I) Unless otherwise provided in this Will, a Trustee's primary concern shall be for the then-current beneficiary of the trust.

(J) Unless otherwise provided in this Will, if a trust established pursuant to the terms of this Will contains or acquires any property used as the principal residence of my spouse (if I have a spouse surviving me the length of time required by this Will) or of another beneficiary of the trust, that person has the right to use and occupy such residential property for the term of the trust rent free and without charge, except for taxes and other costs and expenses (if any) specified in this Will.

VII.

GENERAL

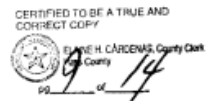
(A) This Will has been drawn and executed in the State of Texas. All questions concerning the meaning and intention of any of its terms, its validity, or the exercise of the powers of appointment, if any, or the administration of any trusts or powers created herein, shall be determined in accordance with the laws of this State.

(B) If any provision of this Will or of any Codicil thereto is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective as far as is possible and reasonable.

(C) The term "issue," if used in this Will, means descendants in any degree of the ancestor designated and includes adopted children. A child in gestation who is born alive shall be considered a child in being throughout the period of gestation.

(D) Unless I have specifically provided otherwise in this will, and except for discretionary distributions which may be made unequally among a group of beneficiaries and distributions pursuant to the valid exercise of a power of appointment, whenever a distribution is to be made to

Edgar S. Smith



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the issue per stirpes of any person, the property to be distributed shall be divided into as many shares as there are living children of the person and deceased children of the person who left descendants who are then living. Each living child, if any, shall take one share and the share of each deceased child shall be divided among his then living descendants in the same manner.

(E) The terms "last will and testament," "last will," and "will," when used in this document and in any self-proving affidavit attached hereto, are interchangeable and are identical in meaning.

(This Will continues with Part VII(F) on the following page.)

Edwin S. Jarama

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Board Meeting Packet 00/09/2020

(F) As used in this Will, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

VIII.

TESTIMONIUM CLAUSE

IN TESTIMONY WHEREOF, I, EDGAR STOCKTON LAIRD, hereby set my hand to this my last Will, each page of which has been signed or initialed by me, on this the 10 day of June, 2019, at San Marcos, Texas.

Edgar Stockton Laird
EDGAR STOCKTON LAIRD

IX.

ATTESTATION CLAUSE

The foregoing instrument, consisting of nine (9) pages, including this page, was in our presence signed and/or initialed by EDGAR STOCKTON LAIRD, and declared by him to be his last Will. We, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses on this the 10th day of June, 2019, and we certify that, in our opinion and belief, the said testator is of sound and disposing mind.

WITNESS:

Louis H. Salazar
Lynn B. Salazar

ADDRESS:

144 E. San Antonio
San Marcos, Texas 78666
144 E. San Antonio
San Marcos, Texas 78666

CERTIFIED TO BE A TRUE AND
CORRECT COPY
ELANEH CARDENAS, County Clerk
Guadalupe County
Pg. 11 of 14

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SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared EDGAR STOCKTON LAIRD, Louis H. Salazar, and Lynn B. Salazar known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said EDGAR STOCKTON LAIRD, Testator, declared to me and the said witnesses in my presence that said instrument is his Will, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Will, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof (or the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

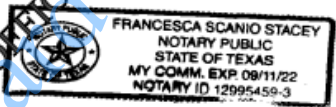
Edgar Stockton Laird
TESTATOR

Louis H. Salazar
WITNESS

Lynn B. Salazar
WITNESS

SUBSCRIBED AND SWORN TO before me by the said EDGAR STOCKTON LAIRD, Testator, and by the said Louis H. Salazar and Lynn B. Salazar witnesses, this 10th day of June, A.D. 2019.

Francesca Scanio Stacey
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 9/11/2022
NOTARY'S NAME PRINTED:
Francesca Scanio Stacey



FILED
HAYS COUNTY, TEXAS
at 10:15 o'clock A.M.

NO. 19-0270 P

SEP - 9 2019

ESTATE OF	§	IN THE COUNTY COURT
EDGAR STOCKTON LAIRD,	§	AT LAW NO. <u>Elaine H. Cardenas</u>
DECEASED	§	COUNTY CLERK
	§	HAYS COUNTY, TEXAS


**ORDER ADMITTING WILL TO PROBATE AND
AUTHORIZING LETTERS TESTAMENTARY**

On this day the Court heard the *Application For Probate of Will and Issuance of Letters Testamentary* filed by ERNEST LAIRD ("Applicant") in the Estate of EDGAR STOCKTON LAIRD, Deceased ("Decedent").

The Court heard the evidence and reviewed the Will and the other documents filed herein and finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Decedent is dead and that four years have not elapsed since the date of Decedent's death; that this Court has jurisdiction and venue of the Decedent's estate; that Decedent left a will dated June 10, 2019, executed with the formalities and solemnities and under the circumstances required by law to make it a valid will ("the Will"); that on such date Decedent had attained the age of 18 years and was of sound mind; that the Will was not revoked by Decedent; that no objection to or contest of the probate of the Will has been filed; that all of the necessary proof required for the probate of the Will has been made; that the Will is entitled to probate; that in the Will, Decedent named ERNEST LAIRD as Independent Executor, to serve without bond, who is duly qualified and not disqualified by law to act as such and to receive Letters Testamentary; that a necessity exists for the administration of this estate; and that no interested person has applied for the appointment of appraisers and none are deemed necessary by the Court. None of the following are named as devisees by the Will: the State of Texas; any governmental agency of the

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CERTIFIED TO BE A TRUE AND
CORRECT COPY



ELAINE H. CARDENAS, County Clerk
Provisionally
Pg. 13 of 14

State; or any charitable organization.

It is ORDERED that the Will is admitted to probate, and the Clerk of this Court is ORDERED to record the Will, together with the Application, in the Judge's Probate Docket of this Court.


It is ORDERED that no bond or other security is required and that upon the taking and filing of the Oath required by law, Letters Testamentary shall issue to ERNEST LAIRD, who is appointed as Independent Executor of Decedent's Will and Estate, and no other action shall be had in this Court other than the return of an Inventory, Appraisement, and List of Claims, or affidavit in lieu thereof as required by law.

SIGNED this 9th day of September 2019.


JUDGE PRESIDING


APPROVED AS TO FORM:

SCANIO & SCANIO
A Professional Corporation

BY: 
FRANCESCA SCANIO STACEY
State Bar No. 24077299
144 E. San Antonio St.
San Marcos, TX 78666
Telephone: (512) 396-2016
Facsimile: (512) 353-2984
Email: scanios@scaniolaw.com
ATTORNEYS FOR ERNEST LAIRD

I, ELAINE H. CARDENAS, COUNTY CLERK,
HAYS COUNTY, TEXAS, do hereby certify that this is
a true and correct copy as same appears of record
in my office. Witness my hand and seal of office on:



November 13, 2019
ELAINE H. CARDENAS
HAYS COUNTY CLERK
BY DEPUTY 



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

201999026492

I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
11/18/2019 12:57:48 PM PAGES: 16 LINES
TERESA KIEL, COUNTY CLERK



Teresa Kiel

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EXECUTED to be effective the 31 day of May, 2024.

GRANTOR:

JAKOVICH INTERESTS, L.L.C,
a Texas limited liability company,


By: _____
Jared Jakovich, President


THE STATE OF TEXAS

COUNTY OF Texas

§
§
§

This Instrument was acknowledged before me this 31 day of May, 2024, by Jared Jakovich, in his capacity as President of Jakovich Interests, L.L.C., a Texas limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

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Board Meeting Packet 06/03/2024

Exhibit "A"

BEING A 52.932 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE CHARLES HENDERSON SURVEY, ABSTRACT 147 IN GUADALUPE COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 52.932 ACRE TRACT OF LAND CONVEYED TO MARTHA LEA RANFT BY DEED RECORDED IN VOLUME 1004, PAGE 736 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS; SAID 52.932 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MAY 2016.

BEGINNING at a 1/2" iron rod found on the southerly margin of Braune Road for the northwesterly corner hereof and the northeasterly corner of that certain 45.00 acre tract of land conveyed to Janet B. Magin by deed recorded in Volume 2066, Page 48 of said official public records;

THENCE along Braune Road the following three (3) calls:

1. N 89° 37' 27" E a distance of 477.00 feet to a 1/2" iron rod found for angle point;
2. S 87° 09' 34" E a distance of 490.89 feet to a 1/2" iron rod found for angle point;
3. N 87° 55' 15" E a distance of 794.80 feet to a 1" iron pipe found for the northeast corner hereof and the northwest corner of that certain 95.05 acre tract of land conveyed to LCRA Transmission Services Corp. by deed recorded in Volume 1657, Page 186 of said official public records;

THENCE S 01° 15' 53" E a distance of 1300.96 feet to a 1/2" iron rod found on the westerly line of that certain 175.29 acre tract of land conveyed to Warren Kutscher by deed recorded in Volume 895, Page 802 of said official public records for the southeast corner hereof and the northeast corner of that certain 53.00 acre tract of land conveyed to Dr. E.S. Laird by affidavit of heirship recorded in Volume 1410, Page 651 of said official records

THENCE S 88° 48' 38" W a distance of 1768.31 feet to a 6" steel fence post found on the east line of the aforesaid Magin 45.00 acre tract for the southwest corner hereof and northwest corner of said Laird 53.00 acre tract;

THENCE N 00° 57' 47" W a distance of 1329.90 feet along said line to the POINT OF BEGINNING, containing 52.932 acres of land, more or less.

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202499012820
Recorded On: June 03, 2024 02:03 PM
Total Pages: 4
Total Fees: \$33.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION AND SHALL REMAIN PART OF THIS INSTRUMENT.

Receipt Number: 20240603000132
User: Leah
Station: Production 4

Return To:
EPN

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

20199

WILLIAM F. BRAUNE AND MARGARET R. BRAUNE TO JANET B. MAGIN

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 15, 2004

GRANTOR: WILLIAM F. BRAUNE AND MARGARET R. BRAUNE

GRANTOR'S MAILING ADDRESS: 1100 Braune Road, San Marcos, Guadalupe County, Texas 78666

GRANTEE: JANET B. MAGIN

GRANTEE'S MAILING ADDRESS: 6741 N. State Hwy 123, Seguin, Guadalupe County, Texas 78155

CONSIDERATION: Love of, and affection for Grantee

PROPERTY (including any improvements): All that certain 45 acres of land, more or less, located in the Chas. Henderson League Tract in Guadalupe County, Texas, and being Tracts 4, 5, and 6 as set forth in Partition instrument dated April 29, 1954, between the children of Willie Braune, Jr., recorded in Volume 06, Pages 48-52 of the Deed Records of Guadalupe County, Texas, which instrument is hereby incorporated by reference for all purposes.

EXCEPTIONS TO COMEYANCE AND WARRANTY:

Any and all covenants, conditions, easements, restrictions, and mineral and royalty severances, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Guadalupe County, Texas, and make it part of the general exceptions taxes for 2004, the payment of which Grantee assumes.

When the context requires, singular nouns and pronouns include the plural.

William F. Braune
WILLIAM F. BRAUNE

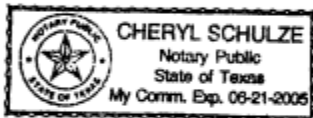
Margaret R. Braune
MARGARET R. BRAUNE

THE STATE OF TEXAS)

COUNTY OF GUADALUPE)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. BRAUNE AND MARGARET R. BRAUNE, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 5 day of September, 2004.



Cheryl Schulze
Notary Public, State of Texas

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THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was filed on the date and at the time stamped hereon and was duly recorded in the Public Records of Guadalupe County,

Jesse Hall
County Clerk,
Guadalupe County Texas

FILED FOR RECORD
04 SEP 29 12:53
COUNTY CLERK GUADALUPE COUNTY
J. Herpin

WARRANTY DEED
Braune/J. Magin-45 acres
File 22970

SAN MARCOS TITLE CO.
OF # 049853SMT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED RESERVING VENDOR'S LIEN IN FAVOR OF THIRD PARTY

THE STATE OF TEXAS §
COUNTY OF GUADALUPE § KNOW ALL MEN BY THESE PRESENTS:

THAT **TANNER MAYO**, a single man, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid **DAVID BRYAN MAYO and wife, LISA KAY MAYO**, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Grantee of one certain Promissory Note of even date herewith in the principal sum of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS**, payable to the order of **TEXAS NATIONAL BANK**, hereinafter called Mortgagee, said Note being payable as therein provided, bearing interest at the rate therein specified, providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, and payment on said Note being secured by a vendor's lien and superior title retained herein in favor of said Mortgagee, and by Deed of Trust of even date herewith from Grantee to **CHRIS BIBB, Trustee**, to which reference is hereby made for all purposes;

and,
WHEREAS, Mortgagee has, at the special instance and request of said Grantee herein, paid to Grantor herein **\$750,000.00** of the purchase money for the property hereinafter described as represented by the above described Note, said Note, together with the vendor's lien and Deed of Trust Lien against said property securing the payment of said Note is, without recourse upon the Grantor herein, hereby assigned, transferred

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and delivered to Mortgagee, the Grantor hereby conveying to the said Mortgagee the said superior title to said property, and subrogating the said Mortgagee unto all the rights and remedies of Grantor in the premises by virtue of said Note and liens; the indebtedness evidenced by said Note being due and payable as therein provided, both principal and interest being due and payable at the office of **TEXAS NATIONAL BANK**;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT SELL and CONVEY unto the said Grantee, the following described property, to-wit:

Tract 1:

A **22.43** acre tract situated in the Charles Henderson Survey, Abstract Number 147, Guadalupe County, Texas, called "Tract I" and described in a General Warranty Deed with Vendor's Lien to Tanner Mayo dated June 25, 2018, recorded as Document 201899014229, Official Public Records, Guadalupe County, Texas; said 22.43 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Tract 2:

Being a **1.57** acre tract situated in the Charles Henderson Survey, Abstract Number 147, Guadalupe County, Texas, called "Tract II" and described in a General Warranty Deed with Vendor's Lien to Tanner Mayo dated June 25, 2018, recorded as Document 201899014229, Official Public Records of Guadalupe County, Texas; and being more particularly described by metes and bounds in Exhibit "B" attached hereto.

This conveyance is made subject to, all and singular, the restrictions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Guadalupe County, Texas.

Taxes for the current year have been prorated and are thereafter assumed by Grantee.

It is expressly agreed and stipulated that a vendor's lien is retained in favor of the payee in said Note against the above described property, premises and improvements, until said Note, and all interest thereon, is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

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 Grantee, Grantee's heirs and assigns forever.

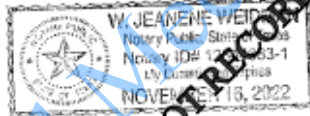
Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.


DATED the 12 day of **October**, 2022


TANNER MAYO, a single man

STATE OF TEXAS
COUNTY OF Dauphin

This instrument was acknowledged before me on this the 12 day of **October**, 2022, by TANNER MAYO, a single man.




Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

106 N. Canyonwood Dr.
Drifting Springs, TX. 78620

7800 Greeds
Marcos Title Co. (SV)
SF # 20953SMT

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 20180380

Tract I:

STATE OF TEXAS
COUNTY OF GUADALUPE

22.43 ACRES
CHARLES HENDERSON SURVEY
ABSTRACT # 147

BEING A 22.43 ACRE TRACT OF LAND SITUATED IN THE CHARLES HENDERSON SURVEY, ABSTRACT # 147, GUADALUPE COUNTY, TEXAS, BEING THAT CALLED 22.43 ACRE TRACT OF LAND (EXHIBIT "B") CONVEYED TO KAY C. BACKUS IN VOLUME 2816, PAGE 88, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with "ASH 5687" cap set in the east line-of-way line of State Highway # 123 (107 Public R.O.W.), same being at the northeast corner of a called 63.01 acre tract of land conveyed to Samuel Rodix, Jr., et al, in Volume 1078, Page 83 of the Official Public Records of Guadalupe County, Texas, and also being at the southeast corner of a proposed 30' access easement surveyed this day, for the southeast corner of a called 69.91 acre tract of land (Exhibit "A") conveyed to Kay C. Backus in Volume 2816, Page 88, Official Public Records of Guadalupe County, Texas, also known as Tract # 1 surveyed this day, and from thence a concrete monument found in the west line of said State Highway 123 bears South 00°41'24" East, a distance of 236.60 feet;

THENCE South 89°09'53" West (South 90°00'00" West Record), with the north line of said 63.01 acre Rodix tract, and the south line of said Tract # 1, and the south line of said proposed 30' access easement, a distance of 2281.91 feet (2282.00' Record) to a 1/2 inch iron rod with "ASH 3697" cap set at the northwest corner of said 24.43 acre Tract # 2, for POINT OF BEGINNING of the herein described tract of land;

THENCE South 03°14'38" East (South 02°15'34" East Record), with the west line of said 69.91 acre Rodix tract of land, and the corners of a wire fence line, at a distance of 17.19 feet passing a 1/2 inch iron rod at a corner fence post, and continuing on for a total distance of 1065.33 feet (1065.34' Record), in a 6" copper wire rod found at the southwest corner of said 69.91 acre Rodix tract of land, for the southeast corner of the herein described tract of land, same being in the north line of a called 74.24 acre tract of land conveyed to Nancy Elbel in Volume 2049, Page 190 of the Official Public Records of Guadalupe County, Texas;

THENCE South 89°13'03" West (South 89°47'40" West Record), with the north line of said 74.24 Elbel tract and the corners of a wire fence line, a distance of 932.49 feet (932.59' Record), to a 1/2 inch iron pipe found at the northwest corner of said 74.24 acre Elbel tract, for the southwest corner of the herein described tract of land, same being in the east line of a called 126.95 acre tract of land conveyed to Sally & JP Forney Ranch LLC, in Volume 2835, Page 445, Official Public Records of Guadalupe County, Texas;

THENCE North 91°52'01" West (North 00°51'55" West Record), with the east line of said 126.95 acre Forney tract and the corners of a wire fence line, a distance of 1061.33 feet (1061.19' Record) to a 6" cedar fence corner post found for the northwest corner of the herein described tract of land, same being at the southwest corner of the aforementioned 85.10 acre Tract # 1;

THENCE North 89°09'53" East (North 90°00'00" East Record), at a distance of 876.85 feet passing the southwest corner of the afore-mentioned proposed 30' access easement, and continuing on for a total distance of 906.83 feet (906.55' Record) to the POINT OF BEGINNING and containing 22.43 ACRES OF LAND.

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (NAD83) ACCURACY REFERENCE NETWORK & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & MADS.

UNOFFICIAL COPY FOR RECORDING BOARD OF GUADALUPE COUNTY TEXAS NOT RECORDABLE 10/13/2026

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during January 2016, and is true and correct to the best of my knowledge and belief.


Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attached: Drawing of 22.43 acres
Jct: 16-0289

01/27/16
Date



UNOFFICIAL COPY NOT RECORDABLE - UNOFFICIAL COPY NOT RECORDABLE
Board Meeting Packet 06/03/2026

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF GUADALUPE
1.57 ACRE TRACT OF LAND
CHARLES HENDERSON SURVEY
ABSTRACT # 147

BEING A 1.57 ACRE TRACT OF LAND SITUATED IN THE CHARLES HENDERSON SURVEY, ABSTRACT # 147, GUADALUPE COUNTY, TEXAS, SAME BEING A PORTION OF THAT 81.16 ACRE TRACT OF LAND CONVEYED TO KAY C. BACKUS IN VOLUME 2816, PAGE 88, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING as a 1/2 inch line and with "ASH 5687" cap set in the west right-of-way line of State Highway # 123 (120' Public R.O.W.), same being at the northeast corner of a called 63.91 acre tract of land conveyed to Samuel Redix, Jr., et al, in Volume 1078, Page 733 of the Official Public Records of Guadalupe County, Texas, and being at the southeast corner of the said Kay C. Backus in Volume 2816, Page 88, Official Public Records of Guadalupe County, Texas, known as Tract # 2 and surveyed this day, and continuing on for a total distance of 225.31 feet to the southwest corner of proposed 30' access easement herein described, and from which a concrete monument found in the west line of said State Highway # 123 bears South 09°41'50" East, a distance of 236.40 feet.

THENCE South 89°49'53" West (South 90°00'00" West Reason), along north line of said 63.91 acre Redix tract, passing at a distance of 225.31 feet a 1/2 inch "ASH 5687" cap set at the northeast corner of a called 22.43 acre tract of land (Exhibit A) conveyed to Kay C. Backus in Volume 2816, Page 88, Official Public Records of Guadalupe County, Texas, known as Tract # 2 and surveyed this day, and continuing on for a total distance of 225.31 feet to the southwest corner of proposed 30' access easement herein described.

THENCE departing said 22.43 acre Tract # 2, the line of said 85.10 acre Tract # 1, the following (7) courses and distances:

- 1) North 09°49'47" West, a distance of 30.00 feet to the northwest corner of the proposed 30 foot access easement herein described;
- 2) North 89°40'53" East, a distance of 202.06 feet to the east line of said 85.10 acre Tract # 1 and the common west line of said State Highway # 123 (120' Public R.O.W.), for the northeast corner of the proposed 30 foot access easement herein described;

THENCE South 09°41'50" East, along the common line of said 85.10 acre Tract # 1 and said State Highway # 123, a distance of 30.00 feet to the **POINT OF BEGINNING** and CONTAINING 1.57 ACRES OF LAND.

BEARING AND DISTANCES DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN BORN ACCURACY REFERENCE POINTS & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number:	20229031841
Recorded On:	October 13, 2022 08:23 AM
Total Pages:	7
Total Fees:	\$48.00

Discriminatory restrictive covenants based on race, color, religion, sex or national origin are hereby declared void and unenforceable under federal law, Supreme Court Decision Shelby County v. Holder, 135 S.Ct. 1019 (2013).

THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION AND SHALL REMAIN A PART OF THIS INSTRUMENT.

Receipt Number:	202210130009	Return To:
User:	John Long	CSC
Station:	1010 Long	

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

UNOFFICIAL COPY - BOARD MEETING PACKET - GUADALUPE COUNTY - NOT RECORDABLE

Board Meeting Packet

895/0802

WARRANTY DEED

DATE: September 12, 1989 . 6853

GRANTOR: MARVIN A. KUTSCHER

GRANTOR'S MAILING ADDRESS (including county):

Route 1, Box 68, San Marcos, Guadalupe County, Texas 78666

GRANTEE: WARREN MARVIN KUTSCHER

GRANTEE'S MAILING ADDRESS (including county):

Route 1, Box 74, San Marcos, Guadalupe County, Texas 78666

CONSIDERATION:

One and No/100 Dollar (\$1.00) and love and affection.

PROPERTY (including any improvements):

All of Grantor's right, title and interest in and to the two following described tracts of land situated in Guadalupe County, Texas, to-wit:

TRACT ONE:

All that certain 100 acre, more or less, tract of land situated in the Charles Henderson League Survey in Guadalupe County, Texas, and being more particularly described in a deed from the Dallas Joint Stock Land Bank of Dallas to Marvin A. Kutscher and wife, Ella M. Kutscher, dated June 25, 1942, recorded in Volume 190, Page 570, of the Deed Records of Guadalupe County, Texas.

TRACT TWO:

All that certain 96.392 acre, more or less, tract of land situated in the Charles Henderson League and Labor Survey in Guadalupe County, Texas, and being more particularly described in a deed from the John Hancock Mutual Life Insurance Company to Marvin Kutscher, dated May 27, 1946, recorded in Volume 220, Page 113, of the Deed Records of Guadalupe County, Texas.

All of the herein mentioned recorded instruments and plats are incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all conditions, covenants, restrictions, easements, reservations, oil, gas and mineral leases, and mineral severances, if any, relating to the property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Guadalupe County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's

895/0803

heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

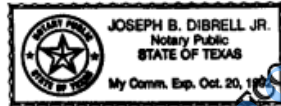
When the context requires, singular nouns and pronouns include the plural.

Grantor grants and conveys the property to Grantee as Grantee's separate property.

Marvin A. Kutscher
MARVIN A. KUTSCHER

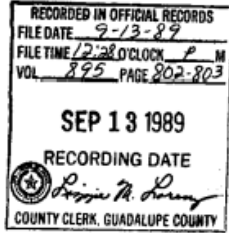
STATE OF TEXAS
COUNTY OF GUADALUPE

This instrument was acknowledged before me on September 12, 1989, by MARVIN A. KUTSCHER.



Joseph B. Dibrell Jr.
Notary Public, State of Texas
Notary's name (printed):
JOSEPH B. DIBRELL, JR.
Notary's commission expires:
10/20/92

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.



5/1m30

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CO-EXECUTORS DEED

Date: January 2, 2024

Grantor: CHERYL ANN ZENGLER DYCUS and JOHN CLINTON ZENGLER, Independent Co-Executors of the Estate of MARILYN ANN ZENGLER, Deceased, pending in the County Court at Law of Comal County, Texas, in Cause Number 2023PC0294.

Grantor's Mailing Address (including county): 950 Stonewall Street
New Braunfels, Comal County, Texas 78130

Grantee: JOHN CLINTON ZENGLER, as his sole and separate property

Grantee's Mailing Address (including county): 5677 Centerpoint Road
San Marcos, Guadalupe County, Texas 78666

Consideration: In compliance with the terms and intentions of the Will of MARILYN ANN ZENGLER and for other good and valuable consideration.

Property:

Being an 18.701 acre tract situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said 18.701 acre tract is out of the residue of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002, in Volume 1682, Page 716 of the Official Records of said County (described in Volume 59, Page 307 of the Deed Records) and being described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:


This conveyance is made and accepted subject to any and all of the conditions, restrictions, reservations, covenants, easements and setbacks, relating to the hereinabove described property, to the extent they are still in effect, shown of record in the above mentioned County and State, and to all regulations and ordinances of municipal or other governmental authority, if any, relating to the above described property, including taxes for the current year, for which the Grantee assumes the responsibility for payment.

No warranty of any kind, express or implied, is made by Grantor as to title of the Property and all warranties that might arise by common law and the warranties of Section 5.023 of the Texas Property Code (or its successor) are also expressly excluded.


Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, gives, grants and conveys the Property to Grantee.

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 Grantee, as his sole and separate property, his heirs, successors and assigns forever. CHERYL ANN ZENGLER DYCUS and JOHN CLINTON ZENGLER act only in their fiduciary capacity as Independent Co-Executors of the Estate of MARILYN ANN ZENGLER, Deceased.

When the context requires, singular nouns and pronouns include the plural.



CHERYL ANN ZENGLER DYCUS
Independent Co-Executor of the Estate of
MARILYN ANN ZENGLER, Deceased



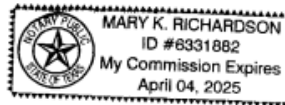
JOHN CLINTON ZENGLER
Independent Co-Executor of the Estate of
MARILYN ANN ZENGLER, Deceased

THE STATE OF TEXAS)
)
COUNTY OF COMAL

This instrument was acknowledged before me this the 2nd day of January, 2024, by CHERYL ANN ZENGLER DYCUS, Independent Co-Executor of the Estate of MARILYN ANN ZENGLER, Deceased.



Notary Public, State of Texas

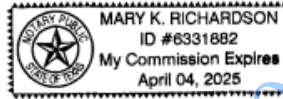


THE STATE OF TEXAS)(

COUNTY OF COMAL)(

This instrument was acknowledged before me this the 2nd day of January, 2024, by JOHN CLINTON ZENGLER, Independent Co-Executor of the Estate of MARILYN ANN ZENGLER, Deceased.

Mary K. Richardson
Notary Public, State of Texas



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EXHIBIT "A"

BETTERS WORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552

E-Mail: ken@bettersworthassoc.com

29588*

918.89 & 956.71

29588-C-G

December 18, 2023

KEN L. REININGER, P.E. & R.P.L.S.

TRACT B – 18.701 ACRES

Being an **18.701 ACRE TRACT** situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said **18.701 ACRE TRACT** is out of the residue of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002 in Volume 1682, Page 716 of the Official Records of said county (described in Volume 59, Page 307 of the Deed Records) and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch diameter rebar found marking the southwest corner of the tract herein described, same being the southwest corner of said residue 50 acre tract, being the westmost northwest corner of a tract called 6.000 acres in conveyance from Marilyn Zengler, a married woman to John Clinton Zengler, a single man recorded June 9, 2020 in Document Number 202099014160 of the Official Records of said county lying in the east line of Centerpoint Road and marking the approximate location of the common line of the Charles Henderson Survey, A-147 and the A. M. Esnaurizar Survey, A-20.

THENCE with the west line of the tract herein described, same being a segment of the common line of said residue 50 acre tract and said Centerpoint Road along a segment of said common survey line as follows:

N 00° 46' 54" W (called North) 156.57 feet to a pole in fence and

N 00° 25' 23" W (called North) 109.73 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described, same being the southwest corner of a 24.700 acre tract this day surveyed by me.

THENCE with the north line of the tract herein described, same being the south line of said 24.700 acre tract this day surveyed by me into and across said residue 50 acre tract N 88° 48' 27" E, at 1044.75 feet a 1/2 inch diameter rebar set with cap (B&A), at 2095.68 feet a 1/2 inch diameter rebar set with cap (B&A), at 2539.80 feet a 1/2 inch diameter rebar set with cap (B&A), at 2974.89 feet a 1/2 inch diameter rebar set with cap (B&A), and at 3267.65 feet a 1/2 inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described, same being the southeast corner of said 24.700 acre tract this day surveyed by me and lying in the common line of said residue 50 acre tract and a tract called 10.10 acres (Exhibit "A") in conveyance from Warren M. Kutscher, et ux to Kyle W. Kutscher, et ux recorded August 17, 2010 in Volume 2902, Page 469 of the Official Records of said county.

THENCE with the east line of the tract herein described, same being a segment of the common line of said residue 50 acre tract and said 10.10 acre tract S 01° 34' 01" E (called South) 330.11 feet to a 5/8 inch diameter rebar found at a three-way fence corner post marking the southeast corner of the tract herein described, same being the southeast corner of said residue 50 acre tract lying in the west line of said 10.10 acre tract, further described as marking the northeast corner of a tract called 126.95 acres in Exhibit "A" in conveyance from John Peter Forney, III, et ux to JP and Sally Forney Ranch, LLC recorded January 28, 2010 in Volume 2835, Page 485 of the Official Records of said county.

THENCE with a segment of the south line of the tract herein described, same being a segment of the common line of said residue 50 acre tract with that of said 126.95 acre tract S 88° 47' 54" W 1123.32 feet to a 1/2 inch diameter rebar found marking a south corner of the tract herein described, same being a south corner of said residue 50 acre tract, being the southeast corner of said 6.000 acre tract.

THENCE continuing with the south line of the tract herein described, same being the common line of said residue 50 acre tract with that of said 6.000 acre tract as follows:

29588*
918.89 & 956.71
29588-C-G
December 18, 2023
Tract B - 18.701 Acres
Page 2 of 2

N 02° 47' 59" W 330.07 feet (called S 02° 47' 59" 330.07 feet) to a 1/2 inch diameter rebar found marking a re-entrant corner of the tract herein described, same being a re-entrant corner of said residue 50 acre tract, being the northeast corner of said 6.000 acre tract,

S 88° 48' 27" W 486.81 feet (called N 88° 48' 27" E 486.81 feet) to a 1/2 inch diameter rebar found marking a re-entrant corner of the tract herein described, same being a re-entrant corner of said residue 50 acre tract, being the northmost northwest corner of said 6.000 acre tract,

S 01° 11' 33" E 270.02 feet (called N 01° 11' 33" W 270.02 feet) to a 1/2 inch diameter rebar found marking a south corner of the tract herein described, same being a south corner of said residue 50 acre tract, being a re-entrant corner of said 6.000 acre tract,

S 88° 47' 54" W 61.69 feet (called N 88° 47' 54" E 61.69 feet) to a 1/2 inch diameter rebar found,

S 89° 05' 49" W 514.61 feet (called N 89° 05' 49" E 514.61 feet) to a 1/2 inch diameter rebar found, and

S 88° 53' 11" W 1076.74 feet (called N 88° 53' 11" E 1076.74 feet) to THE PLACE OF BEGINNING AND CONTAINING 18.701 ACRES OF LAND.

Basis of bearings is Grid North as per GPS Observation dated April 13, 2020, Texas South Central Zone.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision in April, 2020 and partition made in September, 2023.



Ken L. Reininger, R.P.L.S., 2633

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Board Meeting Packet 06/07/2026

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202499001337
Recorded On: January 19, 2024 01:57 PM
Total Pages: 6
Total Fees: \$41.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Craemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN PART OF THIS INSTRUMENT.**

Receipt Number: 20240119000077
User: Victoria B
Station: Recording3

Return To:
ENV-Melvin Nolte Jr PC
ATTORNEY AT LAW
175 N MARKET ST
NEW BRAUNFELS TX 78130-5043

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

4
C/14

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF GIFT

Date: JUNE 9, 2020

Grantor: MARILYN ZENGLER, a married woman, owning, occupying and claiming other property in Comal County, Texas, as her homestead, this being her separate property

Grantor's Mailing Address (including county): 190 Bobolink
New Braunfels, Comal County, Texas 78130

Grantee: JOHN CLINTON ZENGLER, a single man

GRANTEE'S MAILING ADDRESS (including County): 190 Bobolink
New Braunfels, Comal County, Texas 78130

Consideration: For the love and affection I bear unto my son, JOHN CLINTON ZENGLER, and other valuable consideration.

Property (including any improvements):

Being a 6.000 acre tract situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said 6.000 acre tract is part of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002 in Volume 1682, Page 716 of the Official Records of said county (no description, see Volume 59, page 307 of the Deed Records) and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters:

Any and all restrictions, exceptions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect or shown of record in the hereinabove mentioned County and State, and to all building codes, zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the hereinabove described property, including all statutes, rules and regulations pertaining to any septic systems and water wells and flood plain, and to any and all visible and apparent easements, and to any and all governmental statutes, rules and regulations concerning the property because of its location in, on or over any aquifer, the aquifer recharge zone and/or any contributing zone or watershed, and to all reservations of oil, gas and minerals and related rights thereto.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, as his sole and separate property, Grantee's heirs, executors, administrators, successors, or assigns forever, except as to the reservations from and exceptions to conveyance and warranty.

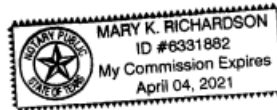
When the context requires, singular nouns and pronouns include the plural.

Marilyn Zengler
Marilyn Zengler

THE STATE OF TEXAS)
COUNTY OF COMAL)

This instrument was acknowledged before me this the 9th day of June, 2020, by MARILYN ZENGLER.

Mary K. Richardson
Notary Public, State of Texas



UNOFFICIAL COPY NOT RECORDABLE
Board Meeting Packet 06/05/2020

EXHIBIT "A"

BETTERSWORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@bettersworthassoc.com

KEN L. REININGER, P.E. & R.P.L.S.

27893*

918.89

27893-C-G

May 26, 2020

6.000 ACRE TRACT

Being a **6.000 ACRE TRACT** situated in the Charles Henderson Survey, A-147, Guadalupe County, Texas. Said **6.000 ACRE TRACT** is part of a tract called fifty (50) acres in conveyance from Alice Mueller to Marilyn Zengler recorded February 20, 2002 in Volume 1682, Page 716 of the Official Records of said county (no description, see Volume 59, Page 307 of the Deed Records) and being described by metes and bounds as follows:

BEGINNING at a three-way fence corner post marking the southwest corner of the tract herein described, same being the southwest corner of said 50 acre tract, northwest corner of a tract called fifty acres in conveyance from Edgar Dietert, et ux to John Dietert recorded August 8, 1982 in Volume 645, Page 889 of the Deed Records of said county lying in the east line of Centerpoint Road marking the approximate location of the common line of the Charles Henderson Survey, A-147 and the A. M. Esnaurizar Survey, A-20.

THENCE with the west line of the tract herein described, same being a segment of the common line of said 50 acre tract with that of said Centerpoint Road along said common survey line N 00° 46' 54" W (called North) 60.00 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described.

THENCE with the north line of the tract herein described into said 50 acre tract as follows:

N 88° 53' 11" E 1076.74 feet to a 1/2 inch diameter rebar set with cap (B&A),
N 89° 05' 49" E 514.61 feet to a 1/2 inch diameter rebar set with cap (B&A),
N 88° 47' 54" E 51.69 feet to a 1/2 inch diameter rebar set with cap (B&A) marking a re-entrant corner of the tract herein described,
N 01° 11' 03" W 270.02 feet to a 1/2 inch diameter rebar set with cap (B&A) marking a north corner of the tract herein described, and
N 88° 48' 27" E 486.81 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described.

THENCE with the east line of the tract herein described with an extension of a fence and said fence S 02° 47' 59" E 330.07 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the southeast corner of the tract herein described lying in the common line of said 50 acre tract and a tract called 126.95 acres in conveyance from John Peter Forney, III, et ux to JP and Sally Forney Ranch, LLC recorded January 28, 2010 in Volume 2835, Page 485 of the Official Records of said county. Said rebar bears S 88° 47' 54" W 1123.32 feet from a 5/8 inch diameter rebar found at a three-way fence corner post marking the southeast corner of said 50 acre tract, northeast corner of said 126.95 acre tract.

27893*
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May 26, 2020
6.000 Acres
Page 2 of 2

THENCE with the south line of the tract herein described, same being a segment of the common line of said 50 acre tract with that of said 126.95 acre tract, a tract called Parcel II (67.721 acres) in conveyance from Lucille Hanz Koehler, Independent Executrix of The Estate of Udo Albert Koehler, Jr. to Udo Edwin Koehler recorded November 3, 2003 in Volume 1926, Page 82 of the Official Records of said county, and said Allen Dietert fifty acre tract as follows:

S 88° 47' 54" W 557.90 feet to a three-way fence corner post marking the northwest corner of said 126.95 acre tract, northeast corner of said 67.721 acre tract,

S 89° 05' 49" W, at 503.33 feet a 1/2 inch diameter rebar found with cap (B&A) marking the northwest corner of said 67.721 acre tract, northeast corner of said Allen Dietert fifty acre tract and at 514.65 feet a three-way fence corner post, and

S 88° 53' 11" W 1076.97 feet (in total called West) to **THE PLACE OF BEGINNING AND CONTAINING 6.000 ACRES OF LAND.**

Basis of bearings is Grid North as per GPS Observation dated April 13, 2020.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision April, 2020.


Ken L. Reininger, R.P.L.S. 2633

202099014160
I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
06/09/2020 03:45:25 PM PAGES: 4 JEANNE
TERESA KIEL, COUNTY CLERK



Jeresa Kiel

UNOFFICIAL COPY - NOT RECORDABLE - UNOFFICIAL COPY - NOT RECORDABLE
Board Meeting Packet 06/09/2026

EXHIBIT B
Letters of Authorization

Board Meeting Packet 06/03/2026

Attachment B –Landowner Authorization Letters

LETTER AGREEMENT

December 16, 2025

J P & Sally Forney Ranch, LLC

Home address: 113 Hill Haven Dr, New Braunfels, TX 78132

Service address: 1710 Old Zorn Rd, San Marcos, TX 78666

sallyannforney@gmail.com

(210) 286-6849

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha Project – identified as PID # ⁶⁴¹⁹⁰64191 in Guadalupe County

I, J P & Sally Forney Ranch, LLC (“Owner”), authorize Palomino Alpha, LLC (“Agent”) to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING 176.365 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND BEING THAT CERTAIN 126.95 ACRE TRACT DESCRIBED IN VOLUME 2835, PAGE 485 OF THE OFFICIAL PUBLIC RECORDS OF SAID GUADALUPE COUNTY, TEXAS AND THAT CERTAIN 50.21 ACRE TRACT DESCRIBED IN VOLUME 3002, PAGE 456 OF SAID OFFICIAL PUBLIC RECORDS; SAID 176.365 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC. IN AUGUST & SEPTEMBER 2024 & NOVEMBER 2025 (SEE EXHIBIT A ATTACHED)

Notwithstanding anything to the contrary, no action taken by Agent under this letter may create any binding obligation on Owner or any encumbrance on the Property unless and until Palomino Alpha LLC has closed on the purchase of Owner's property, and if such closing does not occur for any reason, any agreement or obligation that Agent has purported to enter into on behalf of Owner or the Owner's property shall be null, void, and of no force or effect as to Owner and the Owner's property. Agent shall have no authority to make any representations or warranties on behalf of Owner to any third party, and Owner shall not be liable for any agreements, commitments, representations, or warranties made by Agent outside the limited authority expressly granted herein. This authorization shall commence on the date of execution below and shall automatically terminate on the earlier of (a) the closing of Palomino Alpha LLC's purchase of the Property, or (b) written revocation by Owner delivered to Agent and Crystal Clear Special Utility District; following termination, Agent shall have no further authority hereunder.

IN WITNESS WHEREOF the said Owner executed this instrument effective this 17th day of December, 2025 regardless of the date of the acknowledgment.

SALLY FORNEY

Printed Name

Sally Forney

Signature

[Acknowledgement to follow on the next page]

Notwithstanding anything to the contrary, no action taken by Agent under this letter may create any binding obligation on Owner or any encumbrance on the Property unless and until Palomino Alpha LLC has closed on the purchase of Owner's property, and if such closing does not occur for any reason, any agreement or obligation that Agent has purported to enter into on behalf of Owner or the Owner's property shall be null, void, and of no force or effect as to Owner and the Owner's property. Agent shall have no authority to make any representations or warranties on behalf of Owner to any third party, and Owner shall not be liable for any agreements, commitments, representations, or warranties made by Agent outside the limited authority expressly granted herein. This authorization shall commence on the date of execution below and shall automatically terminate on the earlier of (a) the closing of Palomino Alpha LLC's purchase of the Property, or (b) written revocation by Owner delivered to Agent and Crystal Clear Special Utility District; following termination, Agent shall have no further authority hereunder.

IN WITNESS WHEREOF the said Owner executed this instrument effective this 17th day of December, 2025 regardless of the date of the acknowledgment.

SALLY FORNEY

Printed Name

Sally Forney

Signature

[Acknowledgement to follow on the next page]

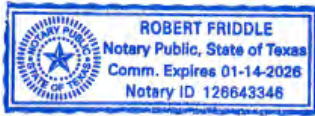
ACKNOWLEDGEMENT

THE STATE OF TEXAS§

§

COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 17 day
of December, '25 by Sally Forney.





Notary Public, State of Texas

Board Meeting Packet 06/03/2026

EXHIBIT "A"

Property Description

LEGAL DESCRIPTION: Being 176.365 acres of land out of the Charles Henderson League and Labor Survey, Abstract No. 147 in Guadalupe County, Texas and being that certain 126.95 acre tract described Volume 2835, Page 485 of the Official Public Records of said Guadalupe County, Texas and that certain 50.21 acre tract described in Volume 3002, Page 456 of said Official Public Records; Said 176.365 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in August & September 2024 & November 2025:

BEGINNING at a 1" iron pipe at a fence corner post found in the north line of County Road 144 for the southwest corner of that certain 74.24 acre tract described in Doc. #202499029270 of said Official Public Records and the southeast corner hereof;

THENCE along the north line of said County Road, the following courses:

1. South 88°00'24" West a distance of 852.39 feet to a 3" pipe fence corner post found;
2. South 88°33'47" West a distance of 423.42 feet to a 10" pine fence corner post found;
3. North 87°10'33" West a distance of 133.11 feet to a 3" pipe fence corner post found;
4. North 75°15'21" West a distance of 23.03 feet to a 3" pipe fence corner post found;
5. North 68°53'58" West a distance of 272.52 feet to a 16" hackberry fence corner found for the southeast corner of that certain - acre tract described in - of said Official Public Records and the southwest corner hereof;

THENCE North 01°13'40" West a distance of 4482.92 feet along the east line of said - acre tract and the east line of that certain 67.721 acre tract described in Volume 1926, Page 986 of said Official Public Records to a 6" cedar fence corner post found in the south line of that certain 18.701 acre tract described in Doc. #202499001337 of said Official Public Records for the northeast corner of said 67.721 acre tract and the northwest corner hereof;

THENCE along the south line of said 18.701 acre tract, the following courses:

1. North 88°47'33" East a distance of 558.16 feet to a ½" iron rod with cap found;
2. North 88°46'54" East a distance of 1123.10 feet to a 5/8" iron rod at a fence corner post found in the west line of that certain 10.10 acre tract described in Volume 2902, Page 469 of said Official Public Records for the southeast corner of said 18.701 acre tract and the northeast corner hereof;

THENCE South 00°53'34" East a distance of 658.21 feet along the west line of said 10.10 acre tract and the west line of that certain 96.392 acre tract described in Volume 895, Page 802 of said Official Public Records to a 6" cedar fence corner post found for the southwest corner of said 96.392 acre tract and the northwest corner of that certain 85.10 acre tract described in Doc. #2017011494 of said Official Public Records;

THENCE South 00°38'11" East a distance of 1306.01 feet along the west line of said 85.10 acre tract to a ½" iron rod with cap at a fence corner post found for the southwest corner of said 85.10 acre tract and the northwest corner of that certain 24.0 acre tract described in Doc. #202299031841 of said Official Public Records;

THENCE South 01°52'11" East a distance of 1061.39 feet along the west line of said 24.0 acre tract to a 1" iron pipe at a fence corner post found for the southwest corner of said 24.0 acre tract and the northwest corner of said 74.24 acre tract;

THENCE South 01°28'51" East a distance of 1563.43 feet along the west line of said 74.24 acre tract to the **POINT OF BEGINNING** containing 176.365 acres more or less, and as shown hereon.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas South Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/15/2025

David and Lisa Mayo
106 N Canyonwood Dr
Dripping Springs, TX 78620
lmayo@fedfis.com
(512) 560-7645

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64129 in Guadalupe County, if service address is available, please provide as well

We, Davis and Lisa Mayo, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for Palomino Alpha, the legal description of this project is

BEING 24.005 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND BEING THAT CERTAIN 24.0 ACRE TRACT DESCRIBED IN IN DOC. #202299031841 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 17 day of December, 25 regardless of the date of the acknowledgment.

David Mayo
Printed Name

Lisa Mayo
Printed Name

David Mayo
Signature

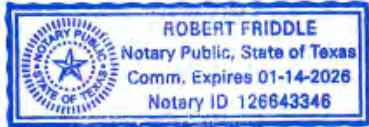
Lisa Mayo
Signature

[Acknowledgements to follow on the next page]

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 17 day of December, 25
by Dave Mayo

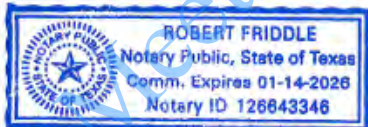


[Signature]
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 17 day of December, '25
by Lisa Mayo



[Signature]
Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Cheryl Ann Zengler Dycus
950 Stonewall St
New Braunfels, TX 78130
(830) 433-2001

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement
Palomino Alpha – identified as PID # 199373 in Guadalupe County, if service address is
available, please provide as well

I, Cheryl Ann Zengler Dycus, authorize Palomino Alpha, LLC to act as my agent in the
negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino
Alpha, the legal description of this project is

BEING A 24.7 ACRE TRACT SITUATED IN THE CHARLES HENDERSON SURVEY, A-
147, GUADALUPE COUNTY, TEXAS. SAID 24.7 ACRE TRACT IS OUT OF THE
RESIDUE OF A TRACT CALLED FIFTY (50) ACRES IN CONVEYANCE FROM ALICE
MUELLER TO MARILYN ZENGLER RECORDED FEBRUARY 20, 2002, IN VOLUME
1682, PAGE 716 OF THE OFFICIAL RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10 day of
December, '25 regardless of the date of the acknowledgment.

Cheryl Zengler Dycus
Printed Name

Printed Name

[Handwritten Signature]
Signature

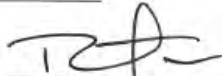
Signature

Booster Meeting Report 06/03/2026

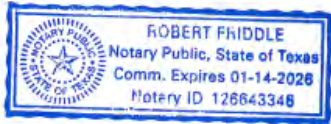
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF Guadalupe §
§

This instrument was acknowledged before me on the 10 day of December, '25 by Cheryl Zengler Dycus.



Notary Public, State of Texas



ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, _____ by _____.

Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

John Clinton Zengler
5677 Center Point Rd
San Marcos, TX 78666
(830) 433-2001

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement + Palomino Alpha – identified as PID # 64278, 186569 in Guadalupe County, if service address is available, please provide as well

I, John Clinton Zengler, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

TRACT ONE: BEING AN 18.701 ACRE TRACT SITUATED IN THE CHARLES HENDERSON SURVEY, A-147, GUADALUPE COUNTY, TEXAS. SAID 18.701 ACRE TRACT IS OUT OF THE RESIDUE OF A TRACT CALLED FIFTY (50) ACRES IN CONVEYANCE FROM ALICE MUELLER TO MARILYN ZENGLER RECORDED FEBRUARY 20, 2002, IN VOLUME 1682, PAGE 7116 OF THE OFFICIAL RECORDS OF SAID COUNTY.

TRACT TWO: BEING A 6.0 ACRE TRACT SITUATED IN THE CHARLES HENDERSON SURVEY, A-147, GUADALUPE COUNTY, TEXAS. SAID 6.0 ACRE TRACT IS PART OF A TRACT CALLED FIFTY (50) ACRES IN CONVEYANCE FROM ALICE MUELLER TO MARILYN ZENGLER RECORDED FEBRUARY 20, 2002 IN VOLUME 1682, PAGE 716 OF THE OFFICIAL RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10 day of December, 2025 regardless of the date of the acknowledgment.

John C Zengler
Printed Name

Printed Name

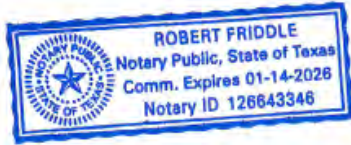

Signature

Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 10 day of December, '25 by John Zengler.



[Signature]
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____.

Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Dennis & Judy Dietert Revocable Living Trust
PO Box 310
Staples, TX 78670
Jd13@txstate.edu
(512) 558-1711

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64174 in Guadalupe County, if service address is available, please provide as well

We, Dennis & Judy Dietert Revocable Living Trust, authorize Palomino Alpha, LLC to act as our agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING A 50.118 ACRE TRACT SITUATED IN THE CHARLES HENDERSON SURVEY, A-147, GUADALUPE COUNTY, TEXAS. SAID 50.118 ACRE TRACT IS THAT TRACT CALLED 50 ACRES IN CONVEYANCE FROM EDGAR DIETERT ET UX TO ALLEN DIETERT DATED AUGUST 8, 1982, RECORDED IN VOLUME 645, PAGE 889, OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

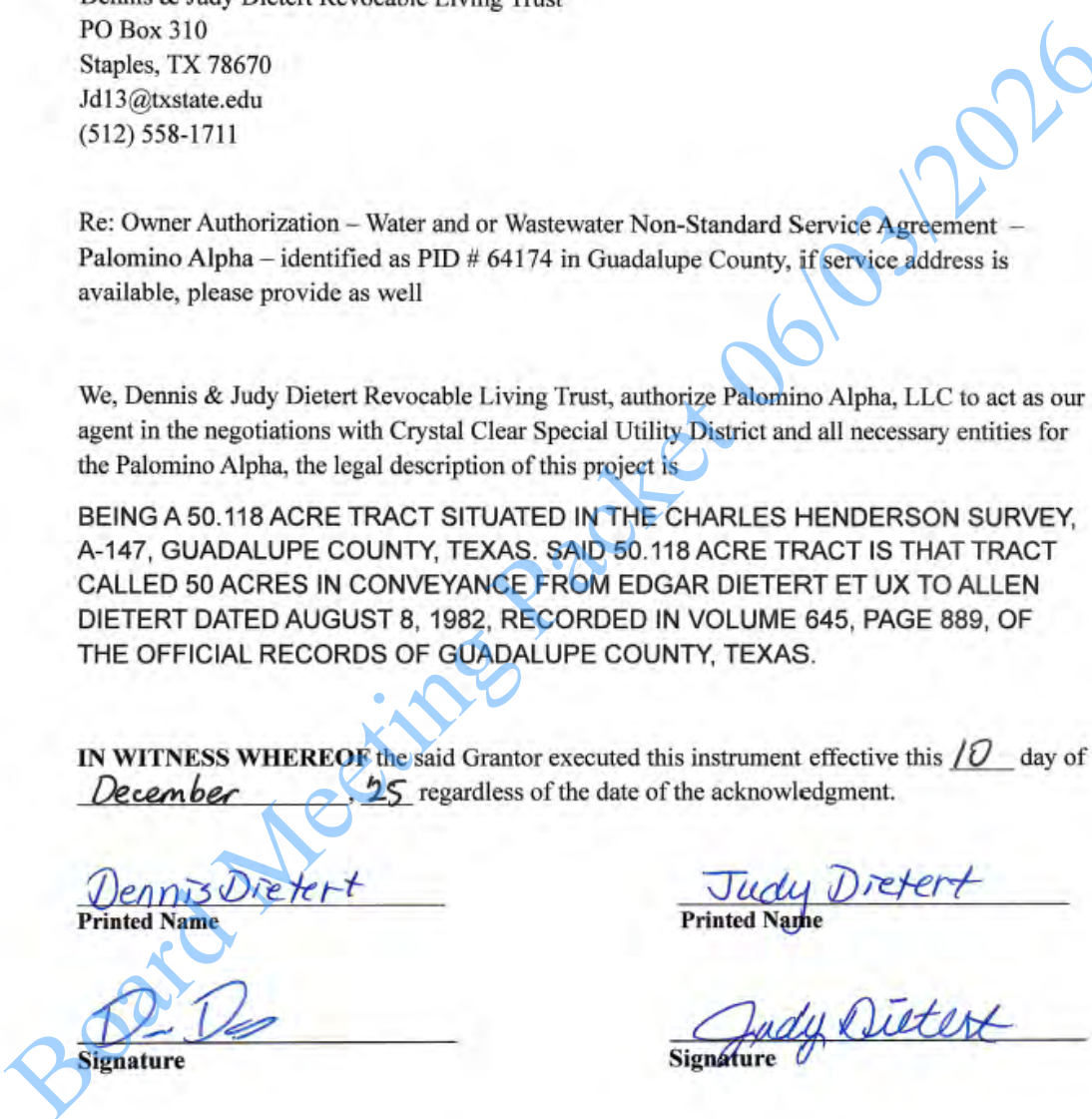
IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10 day of December, 25 regardless of the date of the acknowledgment.

Dennis Dietert
Printed Name

Judy Dietert
Printed Name

[Signature]
Signature

[Signature]
Signature



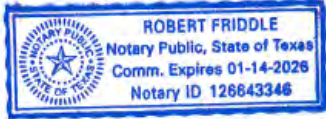
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Guadalupe

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This instrument was acknowledged before me on the 10 day of December, '25 by Judy Dietert.



[Signature]
Notary Public, State of Texas

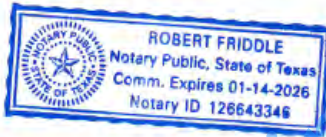
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Guadalupe

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§

This instrument was acknowledged before me on the 10 day of December, '25 by Dennis Dietert.



[Signature]
Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Udo Edwin Koehler
12334 Hart Ranch
San Antonio, TX 78249
camkoe@aol.com
(210) 394-9723

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64192, 64193 in Guadalupe County, if service address is available, please provide as well

I, Udo Edwin Koehler, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

TRACT ONE: ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 67.721 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY NO. 55, ABSTRACT NO. 147, GUADALUPE COUNTY, TEXAS AND BEING OUT OF THAT CERTAIN CALLED 233.2 ACRE TRACT OF LAND (CALLED Tract no. 1) DESCRIBED IN VOLUME 504, PAGE 421 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS.

TRACT TWO: ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 38.867 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY NO. 55, ABSTRACT NO. 147, GUADALUPE COUNTY, TEXAS AND BEING OUT OF THAT CERTAIN CALLED 233.2 ACRE TRACT OF LAND (CALLED TRACT NO. 1) DESCRIBED IN VOLUME 504, PAGE 421 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS.

Board Meeting Packet 06/03/2026

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10 day of December, 2025 regardless of the date of the acknowledgment.

Udo Edwin Koehler
Printed Name

Printed Name

Udo E Koehler
Signature

Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 10 day of December, '25 by Udo Edwin Koehler



[Signature]
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____

Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Warren M. Kutscher
14390 N State Highway 123
San Marcos, TX 78666
kkutscher@ymail.com
(830) 305-6600

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement –
Palomino Alpha – identified as PID # 64243, 149858 in Guadalupe County, if service address
is available, please provide as well

I, Warren M. Kutscher, authorize Palomino Alpha, LLC to act as my agent in the negotiations
with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the
legal description of this project is

BEING 184.420 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE
AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND
BEING A COMBINATION OF A PORTION OF THAT
CERTAIN 96.392 ACRE TRACT AND THAT CERTAIN 100 ACRE TRACT DESCRIBED
VOLUME 895, PAGE 802 OF THE OFFICIAL PUBLIC RECORDS OF SAID
GUADALUPE COUNTY, TEXAS

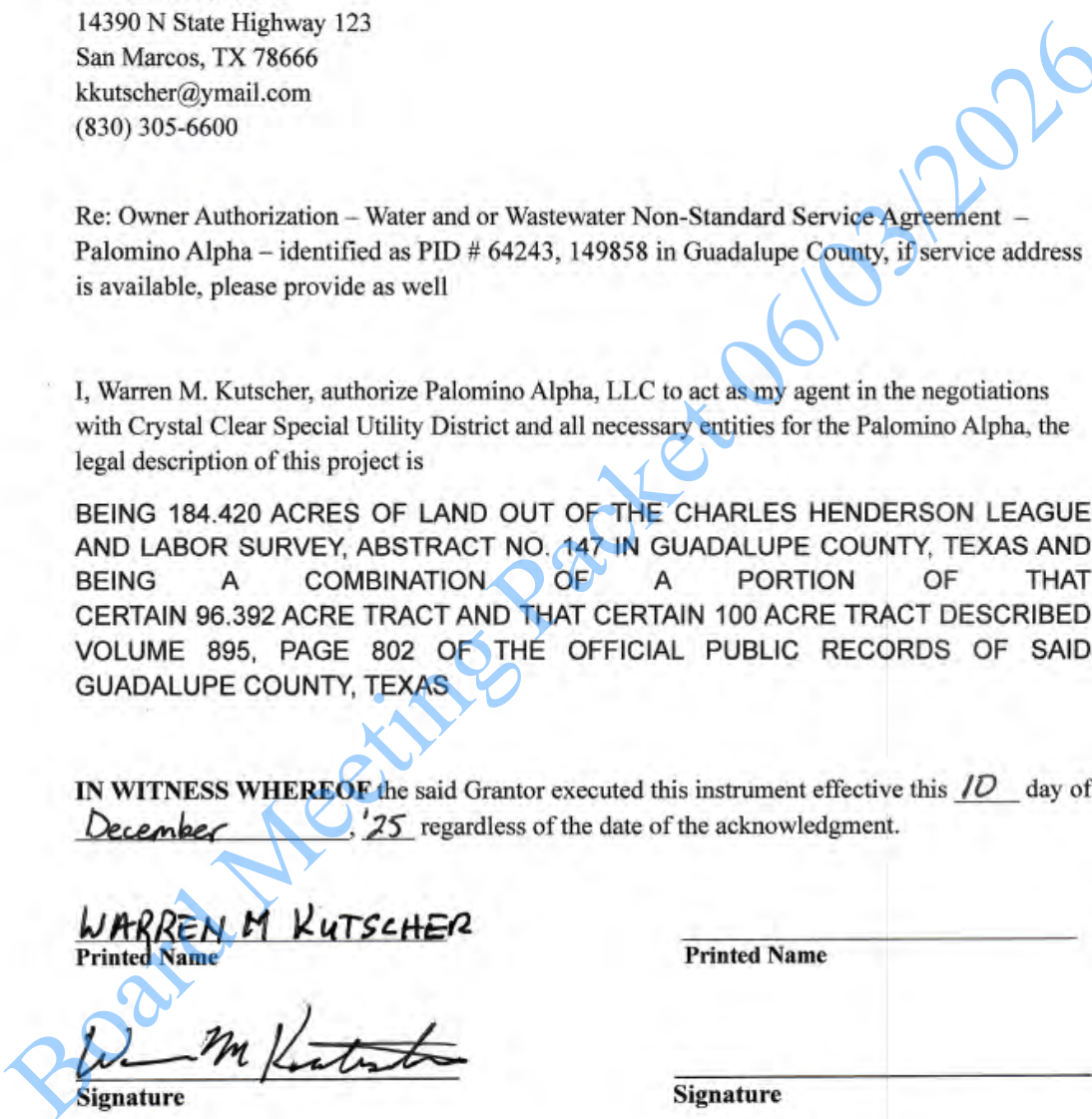
IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10 day of
December, '25 regardless of the date of the acknowledgment.

WARREN M KUTSCHER
Printed Name

Printed Name


Signature

Signature

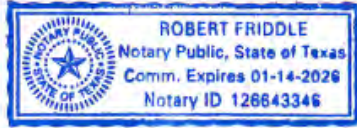


ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF Guadalupe §
§

This instrument was acknowledged before me on the 10 day of December, '25 by Warren M. Kutscher.

[Signature]
Notary Public, State of Texas



ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, _____ by _____.

Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Kenneth J. & Lillian B. Cargil
1315 Braune Rd
San Marcos, TX 78666
kenjcargil@gvec.net
(830) 560-6139

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64186 in Guadalupe County, if service address is available, please provide as well

We, Kenneth J. and Lillian B. Cargil, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

TRACT ONE: BEING 15 ACRES OF LAND, MORE OR LESS, AND BEING THE SAME TRACT OF LAND SET ASIDE TO LEONIE BRAUNE TSCHOEPE AS SHARE NO. 2 IN THAT CERTAIN PARTITION DEED DATED APRIL 29, 1954 AND RECORDED IN VOLUME 273, PAGE 48, DEED RECORDS OF GUADALUPE COUNTY, TEXAS.

TRACT TWO: BEING 15 ACRES OF LAND, MORE OR LESS, AND BEING THE SAME TRACT OF LAND SET ASIDE TO HELMUTH BRAUNE AS SHARE NO. 3 IN THAT CERTAIN PARTITION DEED DATED APRIL 29, 1954 AND RECORDED IN VOLUME 273, PAGE 48, DEED RECORDS OF GUADALUPE COUNTY, TEXAS.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10 day of December 2025, _____ regardless of the date of the acknowledgment.

Kenneth Cargil
Printed Name

Lillian Cargil
Printed Name

Kenneth Cargil
Signature

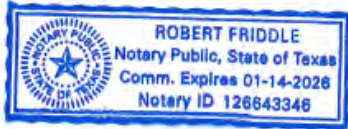
Lillian Cargil
Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 10 day of December, '25 by
Lillian Cargil

[Signature]
Notary Public, State of Texas

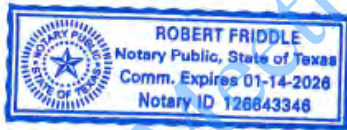


ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 10 day of December, '25 by
Kenneth Cargil

[Signature]
Notary Public, State of Texas



Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Lillian Cargil
1315 Braune Rd
San Marcos, TX 78666
kenjcargil@gvec.net
(830) 560-6139

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64149 in Guadalupe County, if service address is available, please provide as well

I, Lillian Cargil, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING ALL THAT OF TRACT ONE (115 ACRES, MORE OR LESS) AS SET FORTH IN PARTITION INSTRUMENT DATED APRIL 29, 1954, BETWEEN THE CHILDREN OF WILLIE BRAUNE, JR., RECORDED IN VOLUME 273, PAGES 48-52, OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS; LESS & EXCEPT THAT CERTAIN 2 ACRE TRACT, MORE OR LESS, DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM WILLIAM F. BRAUNE, ET UX TO LILLIAN CARGIL, ET VIR, DATED JUNE 1, 1977 AND RECORDED IN VOLUME 538, PAGE 381, OF THE DEED RECORDS OF SAID GUADALUPE COUNTY, TEXAS.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10th day of December, 2025 regardless of the date of the acknowledgment.

Lillian Cargil
Printed Name

Printed Name

Lillian Cargil
Signature

Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 10 day of December, '25 by
Lillian Cargil



Notary Public, State of Texas



ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by
_____.

Notary Public, State of Texas

Board Meeting Packet 06/03/2026

LETTER AGREEMENT

12/10/2025

Kyle & Lori Kutscher
14394 N State Highway 123
San Marcos, TX 78666
kkutscher@ymail.com
(830) 305-6600

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 139579, 140259 in Guadalupe County, if service address is available, please provide as well

We, Kyle and Lori Kutscher, authorize Palomino Alpha, LLC to act as our agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING 184.420 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND BEING A COMBINATION OF A PORTION OF THAT CERTAIN 96.392 ACRE TRACT AND THAT CERTAIN 100 ACRE TRACT DESCRIBED VOLUME 895, PAGE 802 OF THE OFFICIAL PUBLIC RECORDS OF SAID GUADALUPE COUNTY, TEXAS

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 10th day of December, 2025 regardless of the date of the acknowledgment.

Kyle Kutscher

Printed Name

[Signature]

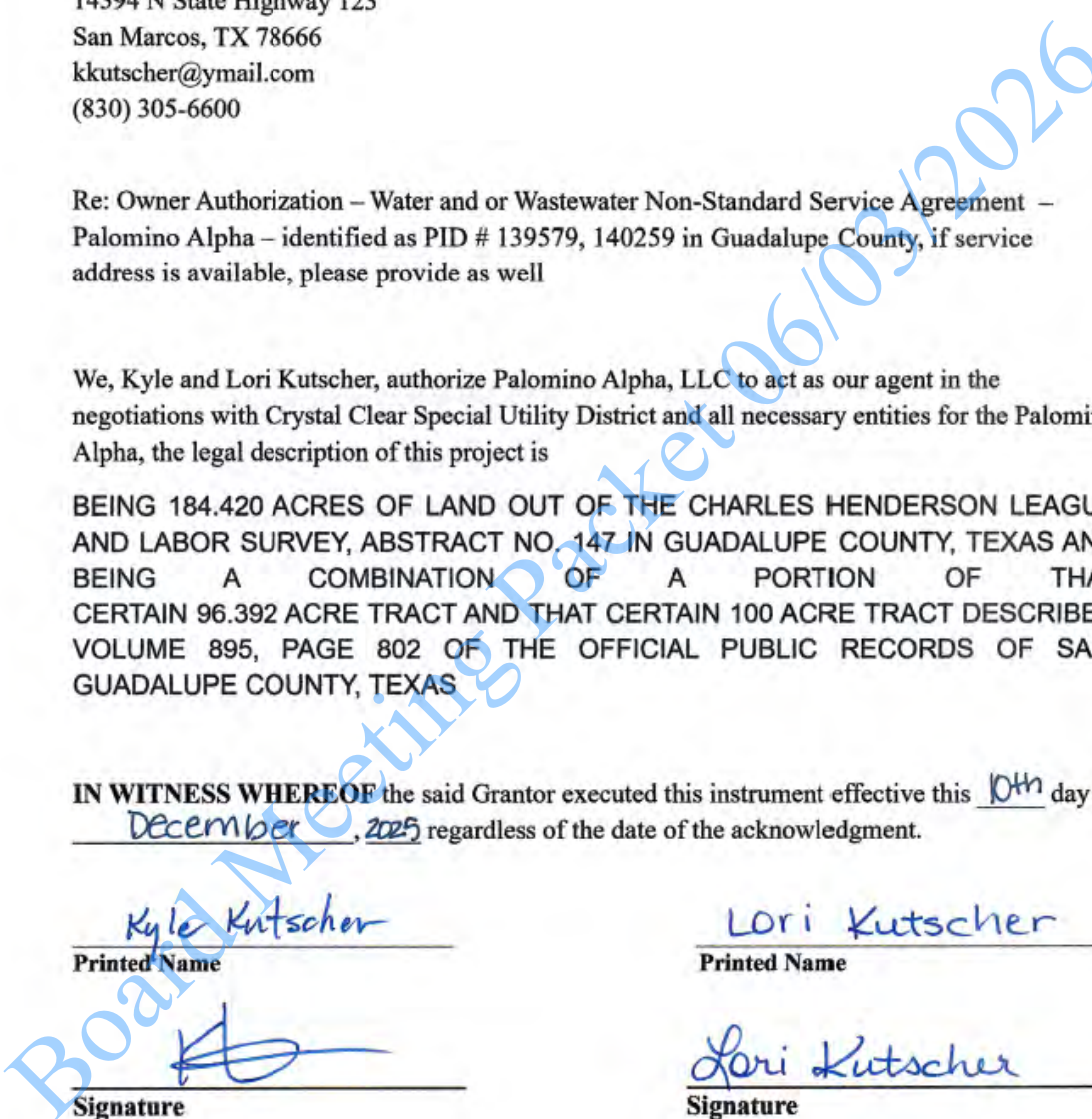
Signature

Lori Kutscher

Printed Name

[Signature]

Signature



LETTER AGREEMENT

12/9/2025

LLAP, LLC
C/O Falcon Green Energy
5300 S Congress
Austin, TX 78745
dan.vogler@falcongreenenergy.com
(512) 923-4741

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64307 in Guadalupe County, and street service address is 1100 Braune Road, San Marcos, Texas 78666.

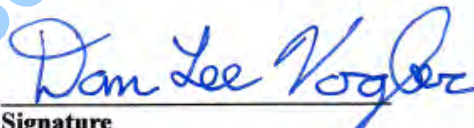
We, LLAP, LLC, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING ~ 52.975 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND BEING THAT CERTAIN 52.932 ACRE TRACT DESCRIBED DOC #202199026572 OF THE OFFICIAL PUBLIC RECORDS OF SAID GUADALUPE COUNTY, TEXAS.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 9 day of December, 2025 regardless of the date of the acknowledgment.

Dan Lee Vogler - CEO

Printed Name

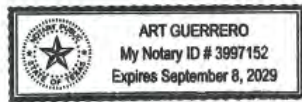

Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of December 2025 by

ART. GUERRERO



Art Guerrero
Notary Public, State of Texas

Board Meeting Packet 06/05/2026

LETTER AGREEMENT

12/17/2025

Ranchard and Kreschendalyn Backus
5611 Huber Rd
Seguin, TX 78155
JillLawRealtor@Gmail.com
(830) 463-5014

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID #166583 in Guadalupe County, if service address is available, please provide as well

We, Ranchard and Kreschendalyn Backus, authorize Palomino Alpha, LLC to act as my agent in the negotiations with Crystal Clear Special Utility District and all necessary entities for the Palomino Alpha, the legal description of this project is

BEING 83.420 ACRES OF LAND OUT OF THE CHARLES HENDERSON LEAGUE AND LABOR SURVEY, ABSTRACT NO. 147 IN GUADALUPE COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 85.10 ACRE TRACT DESCRIBED DOC. #2017011494 OF THE OFFICIAL PUBLIC RECORDS OF SAID GUADALUPE COUNTY, TEXAS.

Notwithstanding anything to the contrary, no action taken by Agent under this letter may create any binding obligation on Owner or any encumbrance on the Property unless and until Palomino Alpha LLC has closed on the purchase of Owner's property, and if such closing does not occur for any reason, any agreement or obligation that Agent has purported to enter into on behalf of Owner or the Owner's property shall be null, void, and of no force or effect as to Owner and the Owner's property. Agent shall have no authority to make any representations or warranties on behalf of Owner to any third party, and Owner shall not be liable for any agreements, commitments, representations, or warranties made by Agent outside the limited authority expressly granted herein. This authorization shall commence on the date of execution below and shall automatically terminate on the earlier of (a) the closing of Palomino Alpha LLC's purchase of the Property, or (b) written revocation by Owner delivered to Agent and Crystal Clear Special Utility District; following termination, Agent shall have no further authority hereunder.


Letter Agreement Crystal Clear 2of2

IN WITNESS WHEREOF the said Grantor executed this instrument effective this 18th day of December, 2025 regardless of the date of the acknowledgment.

Kreschendalyn Backus
Printed Name

Randall L. Backus
Printed Name


Signature


Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF Guadalupe §



This instrument was acknowledged before me on the 18th day of

December, 2025 by

Virginia Franklin
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 18th day of

December, 2025 by

Randall Backus, Kreschendalyn Backus

Virginia Franklin
Notary Public, State of Texas



LETTER AGREEMENT

12/19/2025

Brennus Laird
221 West Holland St
San Marcos, TX 786266
skico2011@gmail.com
(512) 754-1831

Re: Owner Authorization – Water and or Wastewater Non-Standard Service Agreement – Palomino Alpha – identified as PID # 64245 in Guadalupe County, if service address is available, please provide as well

I, Brennus Laird, authorize Palomino Alpha, LLC (“Palomino” or “Limited Agent”) to act as my limited, and not general, agent in the negotiations with Crystal Clear Special Utility District for Palomino Alpha. The legal description of this project (the “Property”) is:

53.14 ACRES OF LAND, MORE OR LESS, THE SOUTHEASTERN PORTION OF SUBDIVISION NO. 7 OF SAID CHARLES HENDERSON LEAGUE AND LABOR ACCORDING TO THE PLAT RECORDED IN GUADALUPE COUNTY DEED RECORD VOLUME “L”, PAGE 82, SAID 53.14 ACRES BEING THE SOUTH PORTION OF A 108.14 ACRE TRACT DESCRIBED IN THE DEED FROM JULIUS MEHLITZ AND WIFE TO ALBERT KLATT DATED JULY 16TH, 1913, AND RECORDED IN DEED RECORD VOLUME 39, PAGES 591-592.

Notwithstanding anything to the contrary stated herein, no action taken by Limited Agent under this letter agreement may or shall create any binding obligation on Owner or any encumbrance on the Property unless and until Palomino Alpha LLC has, as a condition precedent, closed on the purchase of Owner’s Property, and if such closing does not occur for any reason, any agreement or obligation that Limited Agent has purported to enter into on behalf of Owner or the Owner’s Property shall be null, void, and of no force or effect. Agent shall have no authority to make any agreements, commitments, representations or warranties on behalf of Owner or the Property to any third party, and Owner shall not be liable for any agreements, commitments, representations, or warranties, if any, made by Limited Agent outside the limited authority expressly granted herein. This authorization shall commence on the date of execution below and shall automatically terminate on the earlier of (a) the closing of Palomino Alpha LLC’s purchase of the Property, or (b) written revocation by Owner delivered to Limited Agent and Crystal Clear Special Utility District. Following termination, Agent shall have no further authority hereunder.

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Palomino Alpha, LLC agrees to defend, indemnify and hold and save Owner harmless of and from any claims, including attorneys fees and costs, based in whole or in part on or arising from (i) this Letter Agreement, (ii) the exercise of any authority or claimed authority under this Letter Agreement, or (iii) any agreements, commitments, guaranties, warranties made or actions taken by Palomino as Limited Agent, and purporting to bind Owner or the Property. The undersigned representative of Palomino is authorized to enter into this agreement and to bind Palomino to its terms.

IN WITNESS WHEREOF the said Grantor and Palomino Alpha, LLC have executed this instrument effective this ____ day of _____, ____ regardless of the date of the acknowledgment.

Brennus Laird
Printed Name

Printed Name

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Granny Paul
Signature

Signature

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Date: 12/19/25

Date: _____

PALOMINO ALPHA, LLC

Manager – Yarrington Land Holdings, LLC

By: _____

Printed Name: _____

Manager of Yarrington Land Holdings, LLC

Date: _____

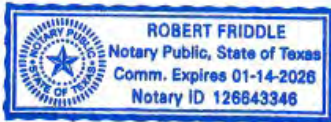
[Acknowledgements to follow on the next page]

ACKNOWLEDGEMENT

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THE STATE OF TEXAS §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 19 day of December, '25 by Brennus Laird



[Signature]
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ by _____

Notary Public, State of Texas

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Board Meeting Packet 06/03/2026

EXHIBIT C
Phasing Schedule

Phase	Cumulative LUEs	Date	Cumulative GPM
1	167	2029	34.7
2	667	2030	139
3	1,167	2031	243
4	1,667	2032	347

Board Meeting Packet 06/03/2026

EXHIBIT D
Engineering Feasibility Study

Board Meeting Packet 06/03/2026



Feasibility Study – May 11, 2026

Palomino Alpha Data Center #2024-122 (1,667 LUEs + Fire Flow)

M&S Engineering has reviewed the non-standard service request for the Palomino Alpha Data Center and has analyzed the feasibility of connecting to the existing infrastructure of the Crystal Clear Special Utility District (CCSUD) water system. **This memo will replace all previous memos for the Palomino Alpha Data Center, specifically the memos dated: November 25, 2024, June 11, 2025, August 12, 2025, and December 3, 2025.** The property is located approximately 1,000 feet southwest of the intersection of State Highway 123 and FM 1979 in Guadalupe County. Based on the information provided, the developer requests an analysis of the system’s capacity to provide domestic water at an average daily demand of 500,000 gallons per day and a fire flow of 2,200 gallons per minute for a duration of 4 hours. This equates to 1,667 living unit equivalents (LUEs) under CCSUD’s adopted water distribution design criteria and does not account for any peak demands that may be required for data center operations. The project developer will be required to self-supply any peak demand through the construction of onsite infrastructure. A map illustration of the proposed development and surrounding infrastructure is provided in *Attachment 1: Palomino Alpha Data Center Feasibility Study Map*.

The analysis, results, and costs provided herein are estimates only, and are valid for 90 days from the date shown above. If, after 90 days from the date of this memorandum, a Non-Standard Service Agreement has not been executed, an updated feasibility study may be required at the applicant’s expense.

A system capacity analysis was performed to evaluate the **average daily demand** requirements of the non-standard service request. At full build-out, this non-standard service will require infrastructure improvements to maintain CCSUD’s system capacity at the minimum capacity requirements for public water supply systems imposed by the Texas Commission on Environmental Quality (TCEQ). The TCEQ minimum capacity requirements are shown in Table 1 below. Therefore, the domestic component of the non-standard service will require 333,400 gallons of elevated storage and 1,001 gpm of pumping capacity to be added to the CCSUD water system. The total cost for TCEQ-imposed infrastructure capacity (Extra-System) improvements is **\$2,405 per LUE**. This amount is subject to change annually based on actual construction, land acquisition, and engineering costs associated with recent projects of similar scope and size within the CCSUD service area.

Table 1. TCEQ Imposed Infrastructure Capacity Summary

Improvement Required	Quantity Per LUE
Extra-System Pump Capacity	0.6 gpm
Extra-System Elevated Storage	200 gallons

Prior to any of the below-specified development phases going online, an off-site water line extension to connect the development to the existing system will be required. At the time of this study, the estimated cost for construction and engineering of the water line extension is \$127,000. This cost is based on the route that maintains system compliance at the time of the request for non-standard service and currently satisfies the request for non-standard service. However, this is an estimate reflecting the current CCSUD distribution system and is subject to change due to frequent system changes and CCSUD's entry into non-standard service agreements with other developers. The final route and cost estimate will be provided when the phasing and development master plan are final.

The developer will be responsible for the cost of engineering and professional fees incurred by CCSUD for the contracting, design and oversight of the project and the cost of acquisition of fee simple tracts and easements associated with the water distribution improvements.

Additional Costs

The developer will be responsible for payment of impact/ connection fees and water acquisition fees then in effect in accordance with the requested level of service based on the phasing schedule considered in the non-standard service agreement. The total financial responsibility of the developer will be incorporated into a non-standard service agreement.

Phasing

The phasing schedule provided by the developer at the time of the study is listed below:

<u>Phase</u>	<u>Cumulative LUEs</u>
1	167
2	667
3	1,167
4	1,667

Based on the information from the developer, the development will be constructed over a 3-year period. All the following improvements must be online to satisfy the domestic and fire flow demands of the request for non-standard service:

- Phase 1 – 12” watermain bore across State Highway 123
- Phase 2 – 12” watermain bore across State Highway 123
- Phase 3 – 500k GST and a 12” watermain bore across State Highway 123
- Phase 4 – 500k GST and a 12” watermain bore across State Highway 123



Summary and Considerations

Based on the results of the analysis, it is feasible for CCSUD to serve a portion of the domestic component and the fire flow for the request for non-standard service with the off-site water line extension discussed above. **However, full domestic service will not be available until planned upgrades to the system ground storage capacity are completed.** The request for non-standard service can be fulfilled by the CCSUD system provided the applicant pays the per LUE extra-system capacity and distribution improvement costs; impact/connection fees and water acquisition fees then in effect pursuant to CCSUD's rules and regulations; and, complies with all other requirements reflected in the terms and conditions of the final binding non-standard service agreement.

Nicole Stevenson

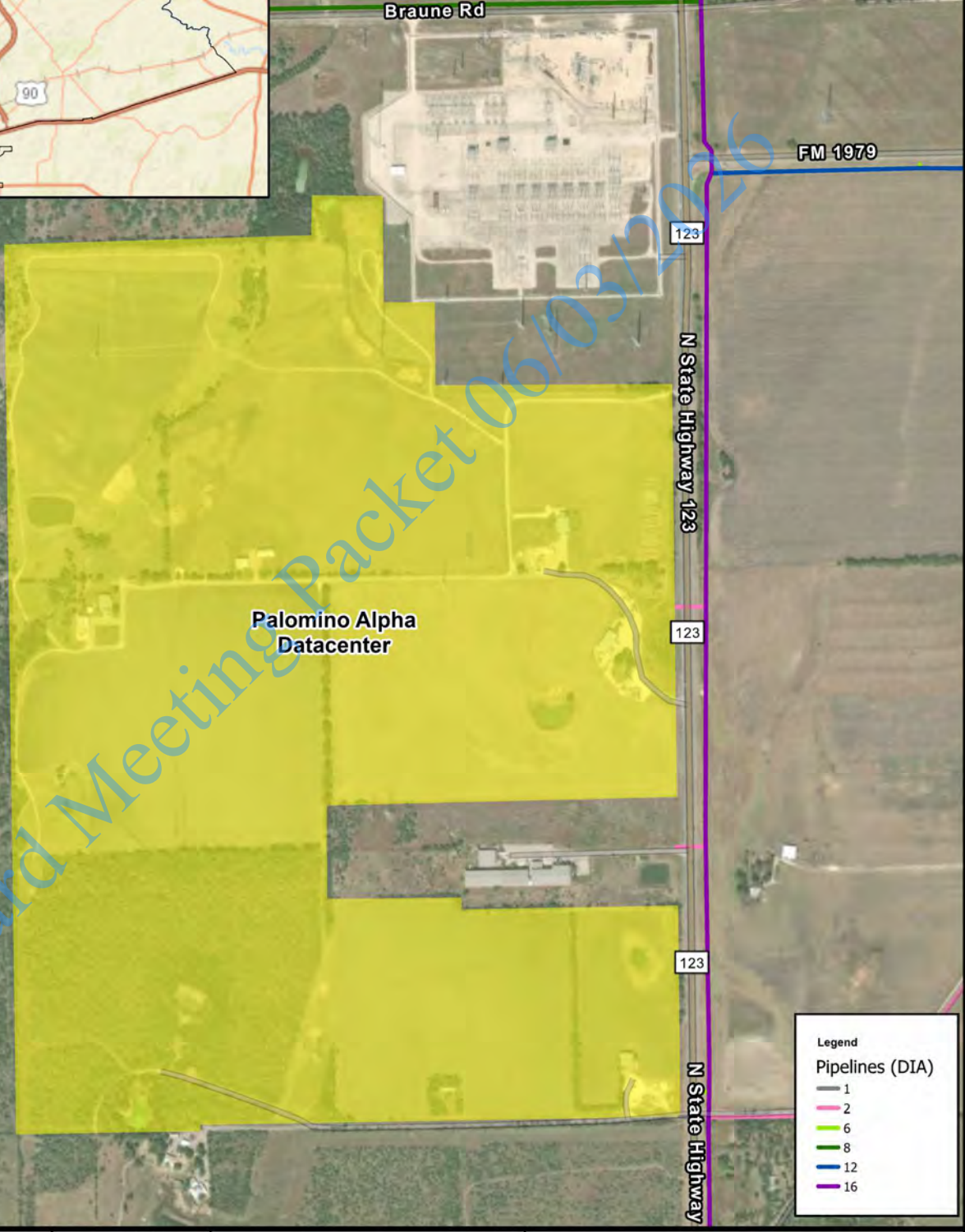
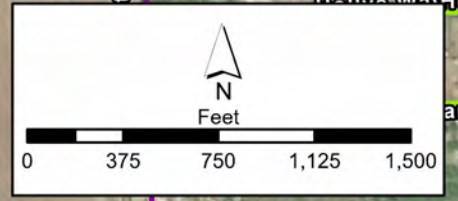
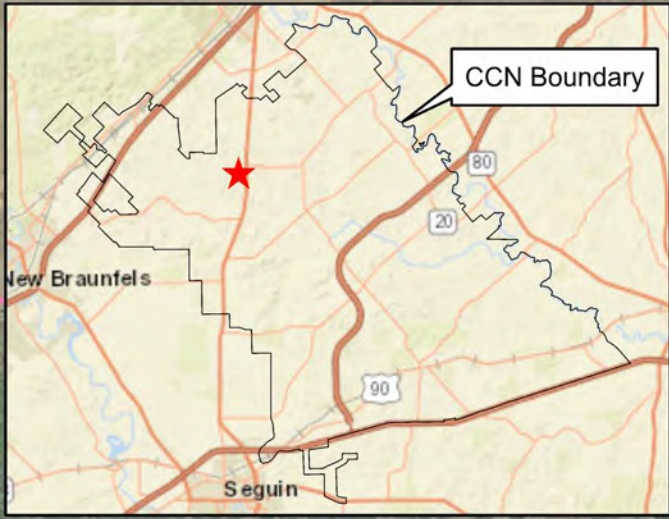
Nicole Stevenson, P.E.
M&S Engineering, LLC
TBPE Firm F-1394



May 11, 2026

Board Meeting Packet 06/03/2026





Board Meeting Packet 06/03/2026

SHEET:
ATT 1

JOB: 23CCSUD001	
DATE:	May 2026
DRAWN:	PM:
DESIGN:	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION

**Palomino Alpha
 Datacenter
 Feasibility Study Map**

M&S ENGINEERING
 POWER & UTILITY ENGINEERS

EXHIBIT E
Approved Extension Plans

Board Meeting Packet 06/03/2026

EXHIBIT F
Payment Schedule

Item/Fee	Amount	Due Date
Water Acquisition Fee PH 1 (167 LUEs)	\$1,417,830.00 (\$8490 X 167=)	Due no later than October 1, 2026
Extra-System Capacity Fee PH 1 (167 LUEs)	\$401,635.00 (\$2405 X 167=)	Due no later than October 1, 2026
Water Acquisition Fee PH 2 (500 LUEs)	Current amount at time of invoice (\$ X 500=)	Due no later than September 1, 2027
Extra-System Capacity Fee PH 2 (500 LUEs)	Current amount at time of invoice (\$ X 500=)	Due no later than September 1, 2027
Water Acquisition Fee PH 3 (500 LUEs)	Current amount at time of invoice (\$ X 500=)	Due no later than September 1, 2028
Extra-System Capacity Fee PH 3 (500 LUEs)	Current amount at time of invoice (\$ X 500=)	Due no later than September 1, 2028
Water Acquisition Fee PH 4 (500 LUEs)	Current amount at time of invoice (\$ X 500=)	Due no later than September 1, 2029
Extra-System Capacity Fee PH 4 (500 LUEs)	Current amount at time of invoice (\$ X 500=)	Due no later than September 1, 2029
Meters- Deposit, Install, Admin, and Connection Fees	Current amount at time of install SINGLE METER INSTALL	Due at Meter Service Request

Inspection Escrow	\$50,000 (subject to replenishment)	Due no later than September 1, 2026
Engineering Escrow	\$50,000 (subject to replenishment)	Due no later than September 1, 2026

Board Meeting Packet 06/03/2026

Board of Directors

General Manager (Michael A. Saldaña)

HR/Finance Mgr (Jennifer D.)**

**Proposed FY2026
Full Staff = 38 Positions
Headcount = 36 FTE
Open Positions = 1 FTE (Leak)**

IT/Systems Admin (Sarah)

Dev/Projects Mgr (Stephanie H.)**

Operations Manager (Brad J.)**

Office Mgr/HR (Yesenia M.)

- SR. Inspector (Russell)**
- Inspector (Dustin)
- Inspector (JR)**
- Inspector (Andrew)
- Easement Coordinator (Raelynn)
- Compliance Rep (Jessica)**
- Locate Technician (Trey)**
- Compliance Rep ****(Joanie)*****

Shop/Yard Mgr (Josh)	LEAD - Leaks (John)			LEAD - Meters (Cheryl)**		LEAD - Wastewater (Ryan)	LEAD Operations (Brandon A.)**	
	Sr. Leak (Zach)	Leak II (Trevor)	Leak I (Billy W)	Meter I Tech (Codey)	Meter Tech (Matt)**	W/WW Operator (Ben R.)	W/WW Operator (Johnny)	W/WW Operator (Stephen)
	Leak I (Bubba)	Leak I (Troy H.)	Leak I (Matthew C.)				W/WW Operator (Braeden)	
	Leak I (Ryan S.)	Leak I	Leak I (Eli G.)					

LEAD - CSR (Angela)

CSR (Rene)**	CSR (Nancy)
CSR (Lizy)	CSR (Adriana)



April 2026 Operations Report

For: Board of Directors

By: Operations Manager, Brad Johnson

A. Production and Water Loss

- i. Total Production 61,535,952 gallons
 - i. Purchased Water 39,347,370 gallons
 - ii. Self-Pumped 22,188,582 gallons
- ii. Unidentified Water Loss 11,469,696 gallons
- iii. March water loss
 - i. The water loss presented for March was incorrect, due to an issue with the excel file the calculation was largely misrepresented. Please refer to the water loss report for accurate loss.
- iv. Water Loss Report
 - i. Crystal Clear SUD is working on restructuring the water loss report data to mirror the annual TWDB water loss audit in efforts to more accurately represent our water loss.

B. Meter Sets

- i. CCSUD installed 34 meters in the month of April bringing the number of active meter connections to 7407.

C. Leak Repairs

- i. CCSUD conducted 45 Leak repairs in the month of April.

D. Compliance

- i. CCSUD conducted all necessary sampling in conjunction with TCEQ compliance.
 - i. CCSUD will be adding additional Microbial samples to their sample siting plan in June to stay ahead of compliance requirements.

E. Personnel

- i. CCSUD had one employee resignation from the leak department and two new hires in the leak department leaving one FTE open. (See Org Chart)

WATER LOSS REPORT

Month	Production (Gallons)	Metered (Gallons)	LOSS				WATER CONSUMPTION Customers Billed
			Identified Loss (Gallons)	Unidentified Loss (Gallons)	Total Loss (Gallons)	Unidentified Annual Avg %	
May 2025	62,401,174	52,715,489	1,606,417	8,079,268	9,685,685	16.76%	6,941
June 2025	61,498,674	48,314,104	525,273	12,659,297	13,184,570	17.07%	7,118
July 2025	65,463,541	56,545,324	674,934	8,243,283	8,918,217	16.69%	7,136
August 2025	82,308,542	68,314,969	2,680,858	11,312,715	13,993,573	17.30%	7,165
September 2025	75,668,432	62,376,580	3,582,853	9,708,999	13,291,852	17.14%	7,131
October 2025	76,014,022	64,211,894	3,826,504	7,975,624	11,802,128	17.46%	7,125
November 2025	63,307,670	45,640,371	3,384,460	14,282,839	17,667,299	18.28%	7,229
December 2025	61,059,724	51,248,386	3,948,581	5,862,757	9,811,338	17.65%	7,241
January 2026	70,931,981	43,150,211	4,967,420	22,814,350	27,781,770	17.93%	7,284
February 2026	61,623,416	47,740,414	2,837,910	11,045,092	13,883,002	17.91%	7,303
March 2026	71,845,188	53,928,444	2,537,610	15,379,134	17,916,744	18.08%	7,401
April 2026	61,535,952	48,894,901	1,171,355	11,469,696	12,641,051	17.06%	7,407

Board Meeting Packet 06/20/25

WATER LOSS REPORT

Leak Repairs





June 2026

Development/Project Monthly Report

CCSUD Management continues negotiating the Non-Standard Service Agreements, Water and Wastewater, with multiple developers.

Staff continue our discussions with various potential developments.

Below please find updates on those already approved and moving through the construction process as well as CIPs:

1. Flying W Development: In Design
2. Flying W EST: In Design
3. Navarro Ranch Addition U9 (450 LUEs): M&S is working on their items to complete before Legal can add to the CCSUD CCN.
4. Kingsbury Krossings: All ROEs acquired. Survey complete with the exception of two (2) parcels.
5. Geronimo Heights: (200 LUEs) All ROE obtained. Currently survey information is being reviewed by M&S.
6. CIP-Old Bastrop Improvement: Notice to Award on June 3, 2026 Agenda
7. CIP-Swanson/Dietert RDs: Currently acquiring easements.
8. CIP-Center Point: Preliminary Easement/Survey under review.
9. CIP-Kingsbury Phase II: Construction started this month.
10. CIP-Jahns Rd: Working on easement acquisition. This is also in design and will be done in house.
11. CIP: Ilka Booster Station Rehab: This project will commence only after Kingsbury Phase II is online.
12. Windmill Expansion Land Purchase: Appraisal data in review.
13. Herzog EST Land Purchase: Purchase Agreement in review with landowner.

Several smaller scopes of WNSSAs are in negotiations.

The following development(s) are currently in design and/or construction with IWS (Integrated Water Services)

- Kyndwood: **ongoing**

]Staff continue planning along with M&S Engineering on Board approved CIP projects. Please don't hesitate to ask me about these if you would like more information.

CCSUD inspectors each have several developments in different stages from wastewater plant construction, water line/apurtenance installation, and home builds.

Thank you,
Stephanie Haseloff

Starting cash on hand	\$20,008,117		Starting Date		Oct 2025		Cash Minimum		Balance Alert		2,000,000		% of Year				End Date	Sep 2026
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	% of Revenue Gain					
	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	46%	46%				
Cash on hand (beginning of month)	\$20,008,117	\$20,665,508	\$21,314,480	\$19,791,283	\$19,866,945	\$20,653,277	\$20,564,180	\$20,313,525	\$20,445,725	\$20,464,025	\$21,130,463	\$21,820,244					Total	FY2025 Budget w/Amendment
Revenue																		
CA ACOCT ACTIVITY	\$1,879,090	\$1,694,053	\$1,634,398	\$1,027,548	\$1,921,539	\$1,060,206	\$1,000,000	\$1,000,000	\$1,600,000	\$1,650,000	\$1,557,581	\$1,759,363	\$17,783,777	\$19,503,160				
REFUNDABLE-IN/OUT	\$609,224	\$271,927	\$233,706	\$558,372	\$252,111	\$284,786	\$400,000	\$631,038	\$631,038	\$631,038	\$631,038	\$631,038	\$5,765,318	\$6,778,802				
OTHER INCOME	\$130,094	\$133,927	\$126,748	\$115,984	\$125,063	\$175,213	\$49,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$1,306,029	\$1,201,823				
TWDB REIMBURSEMENT													\$0	\$0				
CAPITAL PROJECTS REIMBURSEMENT													\$0	\$0				
Total Cash Revenue	\$2,618,407	\$2,099,907	\$1,994,852	\$1,701,904	\$2,298,713	\$1,520,206	\$1,449,000	\$1,721,038	\$2,321,038	\$2,371,038	\$2,278,620	\$2,480,401	\$24,855,125	\$27,483,785				
Total Cash Available	\$22,626,524	\$22,765,415	\$23,309,331	\$21,493,187	\$22,165,658	\$22,173,483	\$22,013,180	\$22,034,563	\$22,766,763	\$22,835,063	\$23,409,082	\$24,300,645	\$24,855,125	\$27,483,785				
O&M Expenses																		
INSURANCE	\$216,284	\$44,236	\$41,462	\$43,705	\$41,074	\$44,166	\$52,418	\$57,338	\$57,338	\$57,338	\$57,338	\$57,338	\$770,034	\$909,400				
CRWA BOND PAYMENT	\$53,245	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$53,633	\$643,208	\$644,500				
NOTES PAYABLE	\$78,760	\$0	\$1,126,000	\$79,404	\$0	\$0	\$80,205	\$0	\$0	\$80,710	\$0	\$0	\$1,445,079	\$1,520,900				
INTEREST ON LOANS	\$64,446	\$0	\$734,500	\$37,190	\$0	\$0	\$35,532	\$0	\$713,900	\$35,053	\$0	\$0	\$1,620,621	\$1,620,650				
REQUIRED BOND COVENANTS	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$222,221	\$2,666,655	\$2,666,655				
ENGINEERING FEES	\$33,807	\$41,454	\$34,508	\$24,493	\$37,270	\$48,561	\$45,718	\$45,718	\$45,718	\$45,718	\$45,718	\$45,718	\$494,401	\$532,450				
PROFESSIONAL SERVICES	\$23,838	\$18,547	\$58,903	\$12,719	\$55,755	\$41,532	\$68,401	\$68,401	\$68,401	\$68,401	\$68,401	\$68,401	\$621,702	\$701,500				
LEGAL & FINANCIAL	\$71,677	\$48,856	\$46,724	\$27,206	\$50,799	\$27,839	\$48,446	\$48,446	\$48,446	\$48,446	\$48,446	\$48,446	\$563,777	\$605,000				
STATE FEE & FRANCHISE FEES	\$77,449	\$80,931	\$156,431	\$52,237	\$67,865	\$77,289	\$67,865	\$67,865	\$67,865	\$67,865	\$67,865	\$67,865	\$919,391	\$810,000				
OFFICE EXPENSES	\$35,990	\$15,658	\$44,510	\$13,688	\$26,525	\$71,617	\$36,878	\$36,878	\$36,878	\$36,878	\$36,878	\$36,878	\$429,255	\$426,250				
OPERATIONAL EXPENSES	\$81,881	\$80,096	\$78,577	\$96,572	\$97,338	\$158,589	\$114,432	\$114,432	\$114,432	\$114,432	\$114,432	\$114,432	\$1,280,244	\$1,306,300				
VEHICLES & EQUIPMENT	\$39,796	\$88	\$35,370	\$3,104	\$10,448	\$18,600	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$221,405	\$252,000				
ELECTRICITY	\$24,442	\$7,416	\$23,673	\$5,958	\$13,994	\$22,022	\$15,838	\$15,838	\$15,838	\$15,838	\$15,838	\$15,838	\$192,532	\$198,600				
WATER SYSTEM R&R	\$0	\$0	\$500	\$6,500	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$500	\$9,500	\$10,000				
PAYROLL	\$274,519	\$249,111	\$289,527	\$292,859	\$234,103	\$288,527	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$3,392,647	\$3,675,470				
WATER PURCHASES	\$55,387	\$55,387	\$90,972	\$40,000	\$57,960	\$91,066	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$954,773	\$1,018,100				
WATER RIGHTS	\$14,948	\$14,948	\$31,549	\$0	\$29,895	\$14,948	\$15,600	\$15,600	\$15,600	\$15,600	\$15,600	\$15,600	\$199,888	\$211,000				
REGIONAL WATER PARTICIPATION	\$619,239	\$624,146	\$581,212	\$656,752	\$621,805	\$528,202	\$656,752	\$656,752	\$656,752	\$656,752	\$656,752	\$656,752	\$7,571,869	\$7,914,616				
BENEFOLVENCE FUND CONTRIBUTIONS	\$937	\$937	\$937	\$937	\$937	\$937	\$937	\$937	\$937	\$937	\$937	\$937	\$11,244	\$11,244				
Subtotal	\$1,766,644	\$1,335,445	\$3,428,988	\$1,446,958	\$1,400,001	\$1,489,526	\$1,699,655	\$1,588,838	\$2,302,738	\$1,704,601	\$1,588,838	\$1,589,338	\$21,330,327	\$22,368,040				
Capital Items																		
CSUD FUNDED	\$194,372	\$115,491	\$89,060	\$179,284	\$112,379	\$119,777							\$810,363	\$3,113,372				
TWDB FUNDED - OFFERMAN/TRINITY/HER	\$10,367		\$8,106	\$3,387	\$4,560	\$1,595							\$28,014	\$17,966,366				
BAIRD FUNDED - ZORN PROJECT	\$17,060	\$165,751	\$196,114	\$11,240	\$50,269	\$170,139							\$610,573	\$3,499,781				
Total Cash Paid Out	\$1,961,016	\$1,450,936	\$3,518,048	\$1,626,242	\$1,512,380	\$1,609,303	\$1,699,655	\$1,588,838	\$2,302,738	\$1,704,601	\$1,588,838	\$1,589,338	\$1,448,951	\$24,579,519				
Cash on hand (end of month)	\$20,665,508	\$21,314,480	\$19,791,283	\$19,866,945	\$20,653,277	\$20,564,180	\$20,313,525	\$20,445,725	\$20,464,025	\$21,130,463	\$21,820,244	\$22,711,307						

MEMORANDUM

Date: May 6, 2026

To: CRWA Board of Trustees

Re: Board of Managers Report, May 6, 2026

From: Phillip K. Gage, GM GVSUD, Chair, CRWA Board of Managers

1. The CRWA Board of Managers (BOM) met on May 6, 2026, at CRWA Headquarters. This meeting followed the standard meeting agenda. The CRWA GM was represented by the CRWA AGM. The CRWA Operations and Compliance Manager were offsite at Wells Ranch due to a TCEQ routine investigation.

The Board of Managers reselected Phil Gage, GVSUD, to continue to serve as the Chair. New members were confirmed and accounted for.

2. Major Items of Discussion.

a. Water Precipitation/ Drought Update. Staff included standard updates in the Board packet. The Board reviewed the written reports as the Compliance Manager was offsite. Nothing significant to report.

b. Treated Water Production Update and Water Treatment Plant Improvement Project updates. The Board reviewed the written reports in the same manner indicated in item a above.

In terms of ongoing projects, the Board discussed all three ongoing facilities projects. The CRWA Project manager reviewed the projects for Hayes Caldwell, and Well Ranch facilities. The Board discussed in general terms the process and issues with the original ground storage tank at Hayes Caldwell facility, noting that the Hayes Caldwell participants should consider the longer-term issues with the old ground storage tank and the cost to repair versus expected remaining service life of the original tank. This requires additional discussion among the affected parties and CRWA staff.

c. General topics. The CRWA Water Resources Manager succinctly laid out recent discussion and action by the Gonzales Ground Water District to place a moratorium on issuing permits. Further discussion indicated that the District is considering changing the ration of surface acre to acre-foot of water, which is currently 1:1. The discussion centered around the possibility of reducing the ratio to 1:0.75, 1:0.50 or 1:0.25. This is a significant discussion that is very important to CRWA and its member entities/ customers. If such a rule change affects existing leases, the result would be not a good outcome for CRWA writ large.

May 6, 2026

RE: Board of Managers Report, May 6, 2026

The CRWA Water Resources Manager provided an update on the initiative to lease excess raw surface water from three member entities (GVSUD, SHSUD, and CCSUD) on a temporary basis to mitigate any stage 4 mandatory curtailment from GBRA. The Board seeks to finalize this initiative with CRWA staff and bring a recommendation to the Board of Trustees in June 2026.

The Board discussed the desire to monitor the execution of the recently approved facilities maintenance list with staff. The Board's expectation is to review the list monthly until complete.

The Board discussed upcoming plant and distribution system shutdowns required for ongoing projects. We were informed of an expected shutdown affecting the Wagner Booster Station on May 13. The board discussed the CRWA Operations Staff holding a meeting 48 hours prior and providing updates during and after the tie in of a 30" pipe. All affected systems will need to plan ahead and be prepared to mitigate reduced capacity on May 13.

3. Consensus Recommendations to the Board of Trustees. None.

Board Meeting Packet 06/03/2026

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2026 at 3:00 PM
San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

This Notice is posted pursuant to the Texas Open Meetings Act (Texas Government Code Chapter 551). The Alliance Regional Water Authority (the Authority) Board of Directors will hold a meeting at 3:00 PM, Wednesday, May 27, 2026, at the San Marcos Activity Center, 501 E. Hopkins Street, San Marcos, Texas 78666.

Members of the public wishing to make public comment during the meeting must be present at the public meeting location. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS

C.1 Oath of Office and swearing in of Directors

C.2 Election of Officers for the May 2026 through April 2027 Board term

D. PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at info@alliancewater.org before 3:00 p.m.)

E. CONSENT AGENDA

The items included in the Consent Agenda portion of this meeting agenda can be considered and approved by the Board of Directors by one motion and vote. A Board member may request that an item included in the Consent Agenda be considered separately, in which event the Board of Directors will take action on the remaining Consent Agenda items and then consider the item removed from the Consent Agenda.

E.1 Consider approval of minutes of the Regular Meeting held April 22, 2026. ~
Graham Moore, P.E., Executive Director

E.2 Consider approval of the financial reports for the periods ending January 2026, February 2026, March 2026 and April 2026. ~
Graham Moore, P.E., Executive Director

F. PUBLIC HEARINGS / PRESENTATIONS - None

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2026 at 3:00 PM
San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

- G.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
- G.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*
- G.3 Monthly Operations Report. ~ *Jason Biemer, Director of Operations*
- H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*
- I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
 - I.1 Update and discussion regarding the Authority's public relations activities and possible direction to staff and consultants. ~ *CD&P*
 - I.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Graham Moore, P.E., Executive Director*
 - I.3 Consider adoption of Resolution 2026-05-27-001 authorizing a Master Agreement and Work Order #1 with Hornsby & Company for Professional Real Estate Appraisal Services associated with the Authority's Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*
 - I.4 Update and possible direction to Staff regarding the Carrizo Expansion Program. ~ *Hugh Brightwell, Pape-Dawson Engineers*
 - I.5 Update and possible direction to Staff regarding the Authority's 2026 funding opportunities. ~ *Graham Moore, P.E., Executive Director*
 - I.6 Consider adoption of Resolution 2026-05-27-002 making appointments to the Administrative Committee ~ *Graham Moore, P.E., Executive Director*

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2026 at 3:00 PM
San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

- I.7 Consider adoption of Resolution 2026-05-27-003 naming authorized signatories on the Authority's Broadway National Bank, BOKF and TexSTAR pooling accounts. ~ *Graham Moore, P.E., Executive Director*
- I.8 Consider approval of Resolution 2026-05-27-004 authorizing the Executive Director to finalize and execute all documents necessary to transfer the 12-inch connection line and easement to Kyle associated with the Authority's Phase 1A Project. ~ *Graham Moore, P.E., Executive Director*
- J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- K. EXECUTIVE SESSION
- K.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
- A. *Water supply options and potential terms*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
 - D. *Consultation with ARWA Attorney(s) pursuant to Cause No. 26-0971-DCF; Alliance Regional Water Authority vs. Walker Partners, LLC and Kimley-Horn and Associates, Inc. pending in Hays County District Court*
- K.2 Action from Executive Session on the following matters:
- A. *Water supply options and potential terms*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
 - D. *Consultation with ARWA Attorney(s) pursuant to Cause No. 26-0971-DCF; Alliance Regional Water Authority vs. Walker Partners, LLC and Kimley-Horn and Associates, Inc. pending in Hays County District Court*
- L. ADJOURNMENT

NOTE: *The Board of Directors may meet in Executive Session for any purpose authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, for any item listed on this agenda or as otherwise authorized by law. An announcement will be made of the basis for Executive Session. The Board of Directors may also publicly discuss any item listed on the agenda for Executive Session.*

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, May 27, 2026 at 3:00 PM
San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

A. CALL TO ORDER

No Backup Information for this Item.

Board Meeting Packet 06/03/2026



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, April 22, 2026

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, April, 2026 at the County Line Special Utility District Offices, 8870 Camino Real, Kyle, Texas 78640.

A. CALL TO ORDER.

- **The Alliance Water Board Meeting was called to order at 3:03 p.m. by Mr. Hjorth.**

B. ROLL CALL.

- **Present: Hughson, Saldaña, Murphy, Grau, Pantalion, Hjorth, Scheel, Naiser, Sherman and Kite.**
- **Absent: Averyt, Harris and Langley.**

C. PUBLIC COMMENT PERIOD

- **None.**

D. CONSENT AGENDA

- D.1 Consider approval of minutes of the Regular Meeting held March 25, 2026.
- D.2 Consider approval of the Quarterly Investment Report for the period ending March 31, 2026
- **Motion to approve the consent agenda as presented was made by Ms. Scheel, seconded by Mr. Saldaña and approved on a 10-0 vote.**

E. PUBLIC HEARINGS / PRESENTATIONS - NONE

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- F.1 Report on Technical Committee activities.

- F.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.
- F.3 Monthly Operations Report.
- **Items F.1 through F.3 were not opened and no action was taken.**
- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS
- **Mr. Moore noted Mr. Langley is leaving the City of Kyle effective May 8th – the City will appoint a replacement Director.**
 - **Mr. Hjorth stated that he submitted his resignation from the City of San Marcos effective May 8th.**
 - **Mr. Sherman noted that ARWA and CRWA need to coordinate the final delivery of water to Green Valley SUD; as of now the water is being leased to Kyle.**
 - **Mr. Gershon provided an update on legal activities, including that Walker Partners provided their response to the filed lawsuit and that Kimley-Horn's response was expected in the next week.**
 - **No Action.**
- H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
- H.1 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program.
- **Mr. Moore provided an update. No action was taken.**
- H.2 Consider adoption of Resolution 2026-04-22-001 accepting the Phase 1B Treated Pipeline Segment C Project as completed in accordance with the approved plans and specifications and requesting release of final payment from the Texas Water Development Board.
- **Motion to approve Resolution 2026-04-22-001 accepting the Phase 1B Treated Pipeline Segment C Project was made by Mr. Murphy, seconded by Mr. Pantalion and approved on a 10-0 vote.**
- H.3 Update and possible direction to Staff regarding the Carrizo Expansion Program.
- **Hugh Brightwell with Pape-Dawson provided the update.**
 - **Mr. Sherman requested updates on the cost model.**
 - **Mr. Sherman asked when substantial completion of the solids handling system would be anticipated.**
 - **Mr. Moore stated that generally it would be within two years of the release of the work for construction and could be within the**

substantial completion of the overall water treatment plant expansion, depending on which option is selected.

- **Mr. Sherman noted that there is training on alternative project delivery from WDDOA that will be upcoming – he asked if a possible quorum notice needed to be provided.**
- **Mr. Moore stated that he would email for a head count and if it appeared that a quorum of the Board would be present that a notice would be issued.**
- **Mr. Murphy asked when the expansion project would be complete.**
- **Mr. Brightwell responded that substantial completion is currently planned for October 2028 with final completion in January 2029.**
- **No Action.**

H.4 Update and possible direction to Staff regarding the Authority's 2026 funding opportunities.

- **Mr. Moore provided an update on funding options being pursued and the need to adopt the resolution and items included under Item H.5.**
- **No Action.**

H.5 Consider adoption of resolution requesting financial assistance from the Texas Water Development Board and Contractor's Act of Assurance Resolution for the Authority's Carrizo System Expansion projects; authorizing the filing of an application for assistance; and making certain findings in connection herewith.

- **Mr. Sherman asked for confirmation that each entity must approve the funding resolutions before debt is issued.**
- **Mr. Moore responded that this is correct and that this typically occurs in October.**
- **Mr. Pantalion noted a typographical error in the resolution requesting financial assistance.**
- **Motion to approve the resolutions requesting financial assistance from the TWDB and Contractor's Act of Assurance for the Authority's Carrizo System Expansion projects was made by Ms. Scheel, seconded by Mr. Kite and approved on a 10-0 vote.**

I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS

- **Mr. Sherman asked for the latest financial reports to be included in the next Board packet.**
- **Mr. Sherman also requested that Kimley-Horn and their subconsultant who provided the cost estimate for the Water Treatment Plant Expansion project be at the next Board meeting to take questions from the Board.**

J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*

- A. *Water supply options and potential terms*
- B. *Groundwater leases*
- C. *Acquisition of real property for water supply project purposes*
- D. *Consultation with ARWA Attorney(s) pursuant to Cause No. 26-0971-DCF; Alliance Regional Water Authority vs. Walker Partners, LLC and Kimley-Horn and Associates, Inc. pending in Hays County District Court*

J.2 Action from Executive Session on the following matters:

- A. Water supply partnership options
- B. Groundwater leases
- C. Acquisition of real property for water supply project purposes.
- D. Consultation with ARWA Attorney(s) pursuant to Cause No. 26-0971-DCF; Alliance Regional Water Authority vs. Walker Partners, LLC and Kimley-Horn and Associates, Inc. pending in Hays County District Court

- **No Action.**

K. ADJOURNMENT

- **Meeting was adjourned at 3:36 p.m. by Mr. Hjorth.**

APPROVED: _____, 2026

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2026 at 3:00 PM
San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

E.2 Consider approval of the financial reports for the periods ending January 2026, February 2026, March 2026 and April 2026. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- January 2026 Financial Report
- February 2026 Financial Report
- March 2026 Financial Report
- April 2026 Financial Report

Board Decision(s) Needed:

- Approval of financial reports.

Board Meeting Packet 06/03/2026



CARRIZO SYSTEM EXPANSION UPDATE

May 8, 2026

PAPE-DAWSON

Summary of Work

PAPE-DAWSON

- *Market outreach meeting conducted on 4/22/26*
- *Launched GMP 1 (Clarification and WTP Expansion) & GMP 2 (RWI and BPS Expansion) in building connected and advertised in civcast on 5/8/26.*
- *Conducted Bi-weekly management progress meetings.*
- *Risk register meetings ongoing.*
- *Continuous development of action log.*
- *Continuous development of VE log and conducting reoccurring VE meetings using JOIN to track VE items.*
- *Continuous development of schedule for both Phase 1 (pre-construction) and Phase 2 (construction) activities.*
- *Tracking 300A in review by TWDB.*
- *Completed Bluebeam review session for latest WTP expansion package.*
- *Continuous development of Division 1 specifications for GMP packages.*
- *Designed and developed ROM costs for solids handling options.*

Upcoming Key Items

- *Bids due for GMP 1 (Clarification and WTP Expansion) & GMP 2 (RWI and BPS Expansion) on 6/4/26 and will likely extend a few weeks via addendum based on initial market feedback.*
- *Site visit will be held on 5/14/26 at the WTP at 10:00am and at the BPS at 1:30pm.*

Cost Models

GMP 1

Water Treatment Plant			
	Haskell	Budget	% Diff
Total:	\$ 92,418,293	\$ 43,800,000	111%
Clarification			
	Haskell	Budget	% Diff
Total:	\$ 64,449,215	\$ 48,975,000	119%
Solids			
	Haskell	Budget	% Diff
Total:	\$ 42,675,372	Included Above	
Booster Pump Station			
	Haskell	Budget	% Diff
Total:	\$ 14,625,049	\$ 9,880,000	48%
Raw Water Pipeline			
	Haskell	Budget	% Diff
Total:	\$ 51,178,278	\$ 51,870,000	-1%
Totals			
Total:	\$265,363,207	\$154,525,000	77%

GMP 2

<p>Water Treatment Plant Expansion Class 2 Estimate</p> <ul style="list-style-type: none"> 90% Drawings and 75% Specifications complete Full detailed estimate with comprehensive internal quantity takeoff High confidence level for budget control
<p>Clarification System Class 2 Estimate</p> <ul style="list-style-type: none"> 75% Drawings and Specifications Full detailed estimate with comprehensive internal quantity takeoff High confidence level for budget control
<p>Solids Handling Class 4 Estimate</p> <ul style="list-style-type: none"> Technical Memorandum basis Conceptual estimate leveraging similar project data Early-stage budget development
<p>Booster Pump Station Class 1 Estimate</p> <ul style="list-style-type: none"> 100% Drawings and Specifications Full detailed estimate with internal quantity takeoff Bid-ready accuracy for procurement
<p>Raw Water Pipeline & Well Sites Class 2 Estimate</p> <ul style="list-style-type: none"> 60% Drawings and Specifications Full detailed estimate with internal quantity takeoff Control estimate for budget management

No changes since last update - GMP 1 and GMP 2 Advertised to Market

Preconstruction Critical Path Schedule

Preconstruction		63	07-May-26	05-Aug-26
Guaranteed Maximum Price (GMP)		63	07-May-26	05-Aug-26
GMP 1 - Clarification and WTP Early Work		63	07-May-26	05-Aug-26
GP1030	Market Advertisement & Solicitation - GMP1	23	07-May-26*	09-Jun-26
GP1040	Market Advertisement & Solicitation - Extension - GMP1	10	10-Jun-26	23-Jun-26
GP1050	Desclope Bids & Bidder Interviews - GMP1	15	24-Jun-26	15-Jul-26
GP1060	GMP Development - GMP1	5	16-Jul-26	22-Jul-26
GP1070	ARWA/OA - GMP Review & Comments - GMP1	5	23-Jul-26	29-Jul-26
GP1080	GMP Revision & Final Submittal - GMP1	4	30-Jul-26	04-Aug-26
GP1090	Council Approval - GMP1	1	05-Aug-26	05-Aug-26

GMP 1 and GMP 2 in Building Connected

PAPE-DAWSON

HASKELL

The Haskell Company Opportunities > ARWACSE - GMP 1 - WTP Expansion and Clarification

ARWACSE - GMP 1 - WTP Expansion and Clarification

Description

Carrizo System Expansion for Alliance Regional Water Authority (ARWA) GMP 1 will include all bid packages associated with the Water Treatment Plant expansion and the Clarification.

A site visit will be held on May 14, 2026, at 10 AM at the Water Treatment Plant site located at 342 Wolf Run Road, Rosanky, TX 78955. The site visit will be continued at 1:30 PM at the Maxwell Booster Pump Station located at 9901 TX-342, Maxwell, TX 78056.

All requests for information regarding this project shall be submitted through this Building Connected site.

Location
Rosanky, TX

Bids Due
6/4/2026 at 1:00 PM CDT

Files
7% files available

Interested in bidding?
Use the buttons on the right to join BPPs which will allow you to view more information, download files and receive future messages.

Number	Name	Job Walk	Bids Due	Expected Start	Work Performed	Files
02 00 00	Concrete	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Concrete	0 files
04 20 00	Masonry	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Masonry	0 files
05 00 00	Structural Steel	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Structural Steel	0 files
05 50 00	Misc. Metals	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Misc. Metals	0 files
07 00 00	Waterproofing	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Waterproofing	0 files
07 10 00	Roofing	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Roofing	0 files
07 90 00	Joint Sealants	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Joint Sealants	0 files
08 10 13	FRP Doors	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Doors	0 files

ARWACSE - GMP 1 - WTP Expansion and Clarification

Description

Carrizo System Expansion for Alliance Regional Water Authority (ARWA) GMP 1 will include all bid packages associated with the Water Treatment Plant expansion and the Clarification.

A site visit will be held on May 14, 2026, at 10 AM at the Water Treatment Plant site located at 342 Wolf Run Road, Rosanky, TX 78955. The site visit will be continued at 1:30 PM at the Maxwell Booster Pump Station located at 9901 TX-342, Maxwell, TX 78056.

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Number	Name	Job Walk	Bids Due	Expected Start	Work Performed	Files
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04 20 00	Masonry	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Masonry	0 files
05 00 00	Structural Steel	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Structural Steel	0 files
05 50 00	Misc. Metals	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Misc. Metals	0 files
07 00 00	Waterproofing	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Waterproofing	0 files
07 10 00	Roofing	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Roofing	0 files
07 90 00	Joint Sealants	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Joint Sealants	0 files
08 10 13	FRP Doors	5/24/2026 9:00 AM CDT	6/4/2026 1:00 PM CDT	---	Doors	0 files

Overall Schedule

PAPE-DAWSON

Activity ID	Activity Name	Orig Dur	Start	Finish
Carrizo System Expansion - Rosanky, TX LS		757	08-Oct-25 A	03-Jan-29
<i>Milestones</i>		661	02-Jun-26	03-Jan-29
WTP Expansion		661	02-Jun-26	03-Jan-29
MI1150	Caldwell County Approval - BPS (GMP 2)	0		02-Jun-26
MI1060	IFC Documents - WTP Expansion	0		29-Jun-26
MI1050	TCEQ Approval - Clarification	0		10-Jul-26
MI1070	TCEQ Approval - WTP Expansion	0		23-Sep-26
MI1140	IFC Documents - Solids Handling	0		07-Dec-26
MI9995	Substantial Completion - Clarification	0		24-Jul-28*
MI9994	Remove Temporary Clarifiers	0		12-Sep-28
MI9996	Substantial Completion - WTP Expansion	0		31-Oct-28*
MI9999	Final Completion - WTP Expansion	0		03-Jan-29*
Raw Water Pipeline		599	25-Jun-26	14-Feb-28
MI1100	Design Complete - RWI	0		25-Jun-26
MI1110	TCEQ Approval - RWI	0		25-Jun-26
MI9992	Substantial Completion - RWI	0		30-Nov-27
MI9997	Final Completion - RWI	0		14-Feb-28
Booster Pump Station Expansion		828	10-Aug-26	15-Nov-28
MI1130	TCEQ Approval - BPS	0		10-Aug-26
MI9993	Substantial Completion - BPS	0		31-Aug-28
MI9998	Final Completion - BPS	0		15-Nov-28

No changes to substantial completion dates

QUESTIONS?

Board Meeting Packet 06/03/2026

PAPE-DAWSON



February 25, 2026

Via Electronic Mail

Graham Moore
Alliance Regional Water Authority (ARWA)
630 E. Hopkins Street
San Marcos, Texas 78666

**RE: Development of Cost Projections
Carrizo System Expansion (CSE) Project – Water Treatment Plant**

Dear Mr. Moore:

The attached letter from our subconsultant, Plus Six Engineering, Inc., addresses our team's process of developing cost projections for this project and provides feedback on the cost projections that have been prepared by the Construction Manager at Risk. Please let us know if you have any questions or need additional information.

Sincerely,

V. Ryan Sowa, P.E.
Project Manager

Kimley-Horn and Associates, Inc.
State of Texas Registered Firm #928

Board Meeting Packet 06/03/2026

Project: Carrizo System Expansion
Owner: Alliance Regional Water Authority
Client: Kimley-Horn and Associates, Inc.
PSE PN: 24-234
Task: Construction Cost Projection
Subject: Summary of Cost estimating methods
Date: February 25, 2026
Prepared by: Ronald Mick, P.E.

Beginning with preliminary design, Plus Six Engineering (PSE) has supported Kimley-Horn and Associates (KHA) with the Alliance Regional Water Authority (ARWA) – Carrizo System Expansion (CSE) by providing constructability reviews and Cost Estimates for each of the expansion project elements including the Water Treatment Plant Expansion, Raw Water Infrastructure, and Booster Pump Station.

The design cost estimates were developed using a range of tools and strategies for obtaining costs and estimation of quantities.

To develop unit costs for specific items in the estimate, PSE used previously bid projects including the Phase 1B ARWA WTP project and several other treatment plant projects recently bid in Texas. We also utilized average bid pricing from available sources including TxDOT and the City of Austin. After finding a basis unit cost, PSE evaluated the source and its similarities with the ARWACSE project element – judgement based on previous similar construction experience was used to finalize the unit cost. PSE also received equipment and material cost quotes from vendors. Quotes were received from many of the same vendors that provided material and equipment for the Phase 1B WTP project as well as other vendors that provide the same equipment. As design progressed from preliminary engineering to final design, each unit cost was evaluated and checked to see if any changes were needed. Adjustments were added to unit costs when needed.

To develop quantity estimates, PSE utilized the design drawings at each stage of design. Independent quantity take offs were made and then checked by the design team at each milestone deliverable.

As each Cost estimate was developed, PSE applied an escalation factor based on the expected time of construction. As design progressed, the escalation factors were adjusted based on economic and industry trends. It is important to note that the design estimates developed for the ARWACSE date to late 2024 and mid-2025. PSE has noted a significant cost escalation on other water facility projects in Texas just during 2025. As the design estimates were prepared before this, we included only typical escalation in our estimate methodology.

PSE has supported KHA in the evaluation of cost estimates received from the CMAR for the project and have a few observations.

First, it is noted that the design documents used by the CMAR for estimates were further progressed in design than those used by PSE. This is due to the evolving nature of the project as new information regarding the source water quality necessitated very significant changes in design. While the basic WTP expansion was not significantly changed, the design drawings for WTP expansion elements were progressed further than the last design cost estimate in late 2024. Additionally, the added clarification design progressed very rapidly from concept to 75% design and the design team's estimate was based on concept designs. While the CMAR also provided a cost estimate on a concept design – there were some significant shifts in that concept. This is to say that the basis of estimate being from design documents at differing levels of completion will bring about a variation in cost estimates from the different estimators.

The second observation of the CMAR costs are that they do appear, in our opinion, to be higher than we would normally expect. It is our opinion that these higher than expected estimated costs are due to the rapidly changing design drawings that present a certain amount of risk to the CMAR estimators, the rapid turn around time the CMAR was given to produce estimates, and that the CMAR is striving to provide a maximum possible cost for the project to help establish GMP rather than an opinion of expected average cost.

It is the opinion of PSE that the project cost estimates provided through the design of the ARWACSE project are likely to be lower than should now be expected – based on cost escalations that have been observed after the design cost estimates were complete. However, we do believe the actual project costs will be lower than that estimated by the CMAR.

Respectfully,



Ronald Mick, P.E.
Plus Six Engineering

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2026 at 3:00 PM
 San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

- I.5** Update and possible direction to Staff regarding the Authority's 2026 funding opportunities. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Below are the same tables presented in February noting the current Funding Summary compared to projected cost by project followed by the current funding application amounts. The TWDB has not progressed the funding applications further at this time.

2026 Funding Summary		
Project	Total	ARWA Share
Well Drilling	\$ 11,216,870	\$ 11,216,870
RWI Expansion	\$ 56,616,801	\$ 56,616,801
Maxwell BPS Expansion	\$ 16,475,742	\$ 16,475,742
WTP Expansion	\$ 112,641,512	\$ 52,069,514
Clarification	\$ 64,466,215	\$ 24,761,473
Solids Handling	\$ 42,675,372	\$ 16,391,610
TOTAL	\$ 304,092,512	\$ 177,532,010
Available Funding		\$ 120,880,000
Deficit		\$ 56,652,010

2026 SWIFT Funding Application	
TOTAL	\$ 75,000,000
San Marcos	\$ 26,895,000
Kyle	\$ 21,125,000
Buda	\$ 3,810,000
CRWA	\$ 23,170,000
<i>Crystal Clear SUD</i>	\$ 12,803,927
<i>Green Valley SUD</i>	\$ 7,973,886
<i>County Line SUD</i>	\$ 2,392,210

Staff, along with the Financial Advisors and Bond Counsel completed the Financial Application prior to the deadline of May 18, 2026.

Below are the approved 2026 subsidies – they remain the same as those provided in 2025 that are listed below.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2026 at 3:00 PM
San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666

2026 Low-Interest Subsidies	
Term	Tax-Exempt
20 Years	20%
21-25 Years	14%
26-30 Years	10%

Water Supply and Infrastructure Grants

Staff attended the Second Pre-Application Webinar for the WSIG program. The Staff confirmed that if your project has previously received TWDB funding, that it is not eligible for funds from the WSIG. Since ARWA has received previous TWDB funding for the Carrizo Expansion Program, it is not eligible to receive the grant funds.

For the Authority's Sponsors who may be interested in applying for the grant funds, below is the implementation timeline:

April 1, 2026	Solicitation of applications opens for 120 days
April 23, 2026	First Pre-Application Webinar
May 13, 2026	Second Pre-Application Webinar
July 30, 2026	Applications due
Fall 2026	Commitments
Winter 2026 – May 1, 2027	Closings

Board decision needed:

- Possible direction to Staff.



2026
DRAFT
Drought Contingency Plan

Prepared By:



M&S ENGINEERING
POWER & UTILITY ENGINEERS

Texas Registered Engineering Firm F-1394

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Board Meeting Packet 06/03/2026

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Board Meeting Packet 06/03/2026

I. INTRODUCTION

Crystal Clear Special Utility District, “Crystal Clear” or “the District” provides water service to approximately 21,100 residents. The District’s water service area stretches across 204.58 square miles in portions of Guadalupe, Hays, and Comal counties.

The District’s current water supply totals 5,016 acre-feet per year (AF/year) from the following groundwater and surface water sources.

- ARWA Carrizo Aquifer
- CRWA Carrizo Aquifer
- GBRA Guadalupe River
- CRWA San Marcos River
- Edwards Aquifer

All water is purchased except the groundwater from the Edwards Aquifer. The District is the water right owner for its Edwards Aquifer source.

II. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The Texas Commission on Environmental Quality (TCEQ) rules governing the development of a drought contingency plan for public water suppliers are included in Title 30, Part 1, Chapter 288, Subchapter B, Drought Contingency Plans, Section 288.20. The minimum requirements stated in the TCEQ rules are included in this plan.

III. DROUGHT CONTINGENCY PLAN PURPOSE AND IMPLEMENTATION

A. Declaration of Policy, Purpose, and Intent

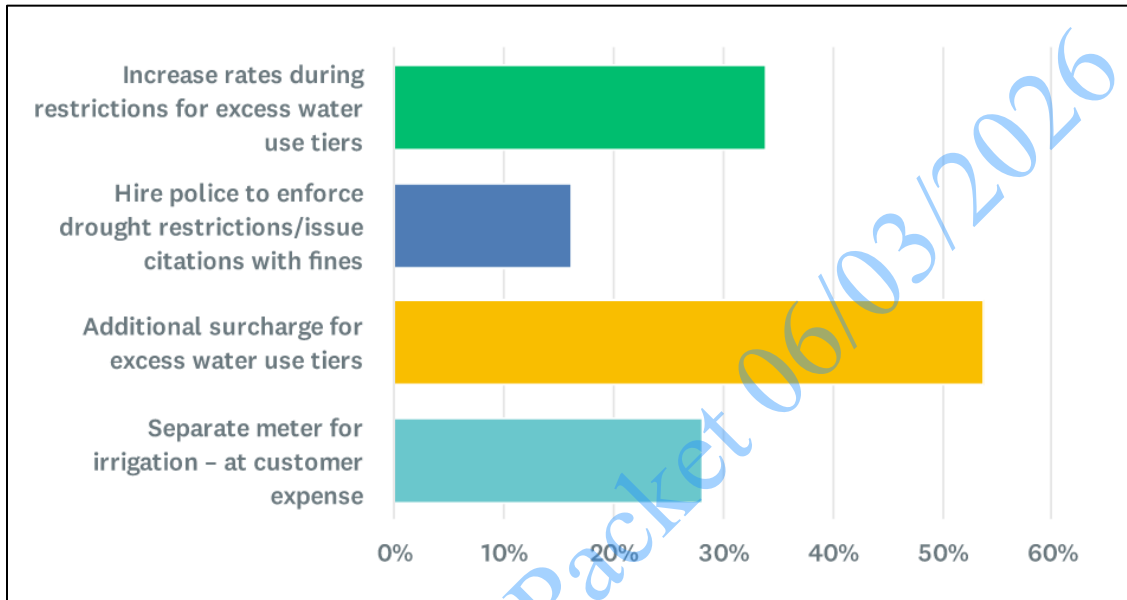
In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortages or other water supply emergency conditions, the District hereby adopts the following regulations on the delivery and consumption of water.

B. Public Involvement

The District offered an opportunity for the public to provide input into the preparation of this plan by means of an online survey. The online survey was made available to all District customers. The online survey was active from March 24 to March 31, 2026, for a total of seven days. The survey received a total of 266 responses and included questions regarding efforts made to conserve water and types of drought enforcement. A copy of the survey is provided in Appendix A.

The survey results show that the majority of the responsive customers would prefer additional surcharges implemented for excess water use tiers and another 34% of the responsive customers preferred to see a rate increase during restrictions for excess water use tiers. The table below summarizes what percentage of the 266 respondents thought the listed drought enforcement choices were suitable for the area:

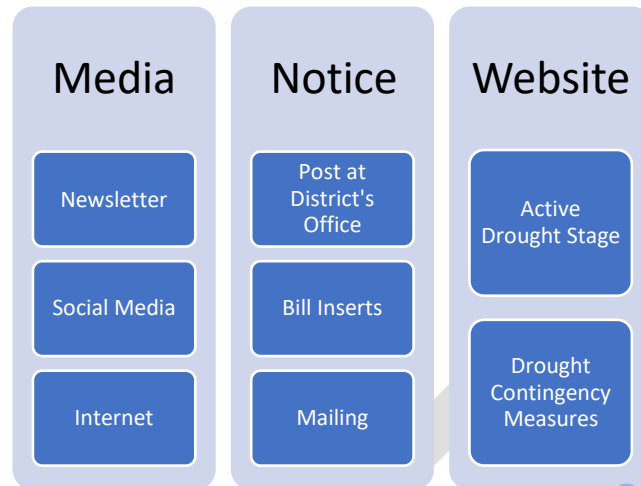
Figure 1. Drought Enforcement Answers From the Online Survey



C. Public Education

The District will periodically provide the public with information about the plan. Public outreach will include information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented at each stage. The District will also provide water conservation tips and information to its customers. The District will furnish this information by the following means:

Figure 2. Methods for Educating the Public



D. Authorization

The General Manager or his/her designee are hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager shall also have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

The District shall notify the executive director of TCEQ of the implementation of any mandatory provisions of the Plan. The notification shall be made within five business days of the initiation of any mandatory provisions by the General Manager.

E. Application

The provisions of this Plan shall apply to all persons, customers, and properties utilizing water provided by the District. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

F. Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by District.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Foundation watering: an application of water to the soils directly abutting (within 2 feet) the foundation of a building, structure.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

IV. CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

The District has adopted a water reduction stage program suited to its unique water supply portfolio based on each of the District's water sources. It is the District's policy that various drought response stages shall be entered into based on a detailed analysis of varying factors. The included factors are: 1) conditions set forth in each of the water source permits or purchase contracts; 2) curtailment/restrictions set forth by the wholesale providers of the District's purchased water; 3) determination of used versus available water; 4) timing in relation to the calendar year and seasonal water demand variation; and, 5) discretion of the General Manager. This methodology allows the District to set restrictions based on the water availability of its combined water sources, manage water supply congruently with each source and the specific curtailment requirements associated with each source of District supply. When the combined sources of supply reach a certain curtailment threshold, the District will enter into a respective stage at which point it will be required to implement restrictions and additional usage costs.

The District's water sources are managed by different entities. Each of these entities has its own curtailment, drought contingency plan and/or critical period management plan for managing water restrictions during a drought period. Water volumes provided by Alliance Regional Water Authority (ARWA), Canyon Regional Water Authority (CRWA), Edwards Aquifer Authority (EAA) and Guadalupe Blanco River Authority (GBRA) may be curtailed in order to comply with requirements imposed by each provider. These entities may monitor the District's monthly water usage and reduce daily allowances (peaking factor reduction).

The District must meet the terms of each water supply entity's drought restriction plans. Below is a summary of the water restriction plans set in place by each of the District's water supply entities. Each of these is taken into consideration when the District establishes its own drought stage initiation or termination.

A. Alliance Regional Water Authority

The Alliance Regional Water Authority (ARWA) does not apply any restrictions on the water supplied to its sponsors. Currently, the groundwater districts that have authority over this water supply do not have any restrictions on the pumping of the water as long as it does not exceed the permitted volume.

B. Canyon Regional Water Authority and Guadalupe Blanco River Authority

Canyon Regional Water Authority (CRWA) adopted a Drought Contingency Plan in April 2024. The purpose and scope of CRWA's plan is to comply with the curtailment set by the Guadalupe Blanco River Authority's (GBRA) firm yield water supplies. All CRWA members (i.e., utility districts, municipalities) have an equal curtailment percentage to meet based on the current drought stage.

C. Edwards Aquifer Critical Period Management

The triggering criteria described below are based on the Edwards Aquifer Authority's (EAA) Critical Period Management Plan (CPM) for the San Antonio Pool. The triggering criteria listed in the CPM is divided into five stages of reduced pumping requirements, each triggered by declining aquifer levels or spring flow discharge rates as calculated in 10-day averages. In other words, required reductions in pumping increase as aquifer levels or spring flows decrease. As a result, permit holders must reduce groundwater withdrawals by a certain percentage of their authorized annual withdrawal amounts based on the critical period stage that is in effect. The table below summarizes the percentage of water reduction per critical period stage.

Figure 3. San Antonio Pool Permit Restrictions

Stage	J-17 Index Well Level: (ft.amsl)	Comal Springflow: (cfs)	San Marcos Springflow: (cfs)	Water Reduction %
Stable	660 or above	225 or above	96 or above	0%
Stage 1	Less than 660	Less than 225	Less than 96	20%
Stage 2	Less than 650	Less than 200	Less than 80	30%
Stage 3	Less than 640	Less than 150	N/A	35%
Stage 4	Less than 630	Less than 100	N/A	40%
Stage 5	Less than 625	Less than 45/40*	N/A	44%

Source: Edwards Aquifer Authority, <https://www.edwardsaquifer.org/groundwater-users/critical-period-drought-management>

D. COMBINED CURTAILMENT CALCULATOR

Due to the various types and volumes of water sources utilized to supply its customers, the District has developed its own curtailment calculator for establishing the restriction percentage for each drought stage. The table below shows what percentage each source is restricted per drought stage. These restrictions are set by the wholesale water providers, river authority or groundwater district depending on the source. Since each water source provides a different volume of water based on permits and/or water contracts, the curtailment calculation takes both the volume and drought restriction percentage for each stage divided by the total (uncurtailed) volume to produce a system wide curtailment percentage.

Table 1. Set Restrictions By Water Source

Source	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Carrizo Aquifer	0%	0%	0%	0%	0%
Edwards Aquifer Well 1	40%	40%	40%	40%	40%
Edwards Aquifer Well 2	20%	30%	35%	40%	44%

Guadalupe River	0%	0%	0%	7%	7%
San Marcos River	0%	0%	0%	11%	11%

E. WATER REDUCTION STAGES

The General Manager or his/her designee shall monitor water supply and demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Each drought stage will be initiated or terminated based on a 30-day calculated average of the percentage of water available.

1. Stage 1 Water Shortage Conditions

Trigger: The combined water supply curtailment of all the districts water sources reaches 10%.

Stage Response:

Rate payers who use more than 50,001 gallons of water in any given billing cycle will be charged an additional 10% of the gallonage rate per thousand for the respective tier they fall under.

Landscape/lawn watering with an irrigation system or sprinkler is restricted to two (2) days a week on the rate payers allocated days. Watering may only take place before 10:00 a.m. or after 8:00 p.m. Allocated days are highlighted below:

Table 2. Stage 1 Watering Days

Last Digit of Address	Watering Day
0, 2, 4, 6 or 8	Monday / Thursday
1, 3, 5, 7 or 9	Tuesday / Friday

Termination Criteria: The combined water supply restrictions of all the districts water source falls below 10% for a period of thirty (30) consecutive days.

2. Stage 2 Water Shortage Conditions

Trigger: The combined water supply curtailment of all the districts water sources reaches 12%.

Stage Response:

Rate payers who use 20,001 to 50,000 gallons of water in any given billing cycle will be charged an additional 10% of the gallonage rate per thousand for the respective tier they fall under.

Rate payers who use more than 50,001 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage rate per thousand for the respective tier they fall under.

Landscape/lawn watering with an irrigation system or sprinkler is restricted to two (2) days a week on the rate payers allocated days. Watering may only take place before 10:00 a.m. or after 8:00 p.m. Allocated days are highlighted below:

Table 3. Stage 2 Watering Days

Last Digit of Address	Watering Day
0, 2, 4, 6 or 8	Monday / Thursday
1, 3, 5, 7 or 9	Tuesday / Friday

Termination Criteria: The combined water supply restrictions of all the districts water source falls below 12% for a period of thirty (30) consecutive days.

3. Stage 3 Water Shortage Conditions

Trigger: The combined water supply curtailment of all the districts water sources reaches 15%.

Stage Response:

Rate payers who use 10,001 to 20,000 gallons of water in any given billing cycle will be charged an additional 10% of the gallonage rate per thousand for the respective tier they fall under.

Rate payers who use 20,001 to 50,000 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage rate per thousand for the respective tier they fall under.

Rate payers who use more than 50,001 gallons of water in any given billing cycle will be charged an additional 20% of the gallonage rate per thousand for the respective tier they fall under.

Landscape/lawn watering with an irrigation system or sprinkler is restricted to one (1) day per week on the rate payers allocated days. Watering may only take place before 10:00 a.m. or after 8:00 p.m. Allocated days are highlighted below:

Table 4. Stage 3 Watering Days

Last Digit of Address	Watering Day
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday

Termination Criteria: The combined water supply restrictions of all the districts water source falls below 15% for a period of thirty (30) consecutive days.

4. Stage 4 Water Shortage Conditions

Trigger: The combined water supply curtailment of all the districts water sources reaches 18%.

Stage Response:

Rate payers who use 10,001 to 20,000 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage rate per thousand for the respective tier they fall under.

Rate payers who use 20,001 to 50,000 gallons of water in any given billing cycle will be charged an additional 20% of the gallonage rate per thousand for the respective tier they fall under.

Rate payers who use more than 50,001 gallons of water in any given billing cycle will be charged an additional 25% of the gallonage rate per thousand for the respective tier they fall under.

Landscape/lawn watering with an irrigation system or sprinkler is prohibited. Use of irrigation meters is prohibited. The district reserves the right to turn off and lock all irrigation meters throughout the district.

Termination Criteria: The combined water supply restrictions of all the districts water source falls below 18% for a period of thirty (30) consecutive days.

5. Stage 5 – Emergency Water Shortage Conditions

Initiation criteria: The District encounters an emergency water supply limitation. Emergency situations may be a natural disaster, water supply contamination, problems with a wholesaler water supply or mechanical/system failures within the water system.

Stage Response:

During situations like this, the District reserves the right to enforce necessary restrictions to maintain operations of its systems and infrastructure. Failure to maintain systems and infrastructure could result in immediate service interruptions for customers.

Termination criteria: When the triggering condition(s) cease to exist for a period of two consecutive days.

F. Notifications to the Public

The District shall actively inform the public when this plan is adopted, implemented and/or revised.

The General Manager or his/ her designee shall notify the public by means of:

- Notation on customer mailed billing
- Social media
- CCSUD webpage
- CCSUD blast message
- Signs posted at CCSUD office
- Signs posted at the entrance of major subdivisions
- CCSUD newsletters

The General Manager or his/ her designee shall also notify directly, or cause to be notified directly, the following individuals and entities:

- City/County officials and Emergency Management Coordinator(s)
- Fire Marshal(s)/Fire Chief(s)
- TCEQ (required when mandatory restrictions are imposed)

V. DROUGHT STAGE SERVICE RATE SURCHARGES

The following tables summarize the respective surcharges that will be implemented based on the billing rate tiers and the current drought stage at the time of water usage.

Table 5. Residential Tiered Rates For Drought Stages

Residential Rate Per Thousand						
	No Stage	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
0 to 5,000 gallons	Rate Per 1,000	No Change				TBD By CCSUD
5,001 to 10,000 gallons		No Change				
10,001 to 20,000 gallons	Gallons Per Current	No Change		+10%	+15%	
20,001 to 50,000 gallons		No Change	+10%	+15%	+20%	
50,001 to 70,000 gallons	Rates and Policies	+10%	+15%	+20%	+25%	
over 70,000 gallons						

Table 6. Non-Residential Tiered Rates For Drought Stages

Non-Residential Rate Per Thousand						
	No Stage	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
0 to 5,000 gallons	Rate Per 1,000	No Change				TBD By CCSUD
5,001 to 10,000 gallons		No Change				
10,001 to 20,000 gallons	Gallons Per Current	No Change		+10%	+15%	
20,001 to 50,000 gallons		No Change	+10%	+15%	+20%	
50,001 to 70,000 gallons	Rates and Policies	+10%	+15%	+20%	+25%	
over 70,000 gallons						

VI. ENFORCEMENT

No person shall knowingly or intentionally allow the use of water from the District for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the General Manager, or his/her designee, in accordance with provisions of this Plan.

Any person who has been found by the District to have violated a requirement of this Plan shall be provided with written notice of the violation and may be subject to a penalty. At any time after the first written notice, Crystal Clear Special Utility District may install a flow restriction device on a customer's meter. The District may charge the customer for the cost of installing and removing the flow restricting device.

VII. VARIANCES

The General Manager or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

1. Petitioner will implement alternative methods that will achieve the same level of reduction in water use.
2. Persons requesting an exemption from the provisions of this Plan shall file for a variance with the District within five days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager or his/her designee, and shall include:
 - a. Name and address of the petitioner(s).
 - b. Purpose of water use.
 - c. Specific provision(s) of the Plan from which the petitioner is requesting relief.
 - d. Detailed statement as to how specific provisions of the Plan adversely affect the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with the District's Rules and Regulations. Economic damage or harm shall not be a basis for a variance.
 - e. Description of the relief requested.
 - f. Period of time for which the variance is sought.
 - g. Other pertinent information.

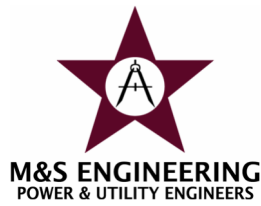
DRAFT
Board Meeting Packet 06/03/2026

Appendix A
Public Involvement – Online Survey Results

DRAFT
Board Meeting Packet 06/03/2026

Appendix B
Board of Directors Resolution

DRAFT
Board Meeting Packet 06/03/2026



May 21, 2026

Michael Saldaña, General Manager
Crystal Clear Special Utility District
2370 FM 1979
San Marcos, TX 78666

Sent: Via email to michael@crystalclearsud.org

RE: Recommendation of Award for the Old Bastrop Water Main Project

Mr. Saldaña:

As you are aware, twenty-six (26) proposals for the above referenced project were received on Tuesday, May 12, 2026, via CivCast online bidding. All proposals were received by the 2:00 p.m. deadline.

Each proposal was evaluated and scored based on the evaluation criteria included in the advertised request for proposals. A summary of the Proposal Evaluation Results is attached to this letter.

As indicated by the attached scoring summary, the highest scoring proposal was submitted by Atlas Construction Corporation. The review of their qualifications indicates that Atlas Construction Corporation is a reputable contractor and capable of delivering this project. M&S Engineering recommends that the subject contract be awarded to Atlas Construction Corporation.

The total base proposal amount of \$3,453,093.33 was submitted for construction of 15,000 linear feet of 16-inch water main along Old Bastrop Highway in Hays and Comal Counties.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Carissa Parker
M&S Engineering, LLC

Attachment: Proposal Evaluation Results (4 pages)

**Crystal Clear SUD
Old Bastrop Water Main
Proposal Evaluation Results**

Bid Number	1	2	3	4	5	6	7
Company Name	AO Services	Arguijo Corporation	Atlas Construction Corporation	Bell Contractors	BlackRock Construction	Bruce Flanigan Construction, Inc.	Capital Excavation
Location	25565 Ronald Reagan Blvd, Georgetown, TX	3316 Bee Cave Road Suite C, West Lake Hills, TX 78746	316 Sunset Dr., Granite Shoals, TX 78654	3082 W. Hwy 190, Belton, TX 76513	1475 Heritage Pkwy Suite 113, Mansfield, TX 76063	5114 Lampasas Lane, Belton, TX 76513	P.O. Box 1301, Austin, TX 78767
Date Proposal Received	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026
Scoring Summary							
Total Score - Reviewer 1	71	84	91	63	80	68	72
Total Score - Reviewer 2	71	86	90	60	80	65	68
Combined Total of Scores	142	171	182	123	161	133	139
Combined Scores Average	71	85	91	61	80	66	70
Rank	17	4	1	22	9	21	18

Board Meeting Packet 06/08/2026

**Crystal Clear SUD
Old Bastrop Water Main
Proposal Evaluation Results**

Bid Number	8	9	10	11	12	13
Company Name	Cash Construction Company, Inc.	CC Carlton	Ella S.A. Contracting, L.P.	Experts Underground Solutions LLC	Garney Construction	Guerra Underground, LLC
Location	217 Kingston Lacy Blvd, Pflugerville, TX 78660	3210 Bee Caves Rd, Austin, TX 78746	10536 FM 1560 North, San Antonio, TX 78254	222 River Rd, Channelview, TX 77530	684 County Road 468, Elgin, TX 78621	9810 FM 969, Austin, TX 78724
Date Proposal Received	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026
Scoring Summary						
Total Score - Reviewer 1	78	78	62	69	58	90
Total Score - Reviewer 2	71	78	60	68	58	88
Combined Total of Scores	148	155	122	137	116	177
Combined Scores Average	74	78	61	69	58	89
Rank	16	11	23	20	24	3

Board Meeting Packet 06/03/2026

**Crystal Clear SUD
Old Bastrop Water Main
Proposal Evaluation Results**

Bid Number	14	15	16	17	18	19	20
Company Name	ISJ Underground Utilities, LLC	JM Pipeline, LLC	Joe Bland Construction	Liberty Civil Construction	M5 Utilities	M & C Fonseca Construction Co. Inc.	Nelson Lewis Inc.
Location	9621 Thompson Lake Drive, Houston, TX	PO Box 1999, Burnet, TX 78611	9500 West Parmer Lane #1301, Austin, TX	2937 Hero Way, Leander, TX 78641	10038 Johns Rd, Boerne, TX 78006	1901 Prairie Creek Rd, Granite Shoals, TX 78654	450 E FM 1431, Marble Falls, TX
Date Proposal Received	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026
Scoring Summary							
Total Score - Reviewer 1	67	79	46	82	76	89	77
Total Score - Reviewer 2	71	84	42	82	78	89	79
Combined Total of Scores	139	163	88	165	155	178	156
Combined Scores Average	69	81	44	82	77	89	78
Rank	19	7	26	6	12	2	10

Board Meeting Packet 06/05/2026

**Crystal Clear SUD
Old Bastrop Water Main
Proposal Evaluation Results**

Bid Number	21	22	23	24	25	26
Company Name	Pate Garver, LP	Persons Services Corp.	Qro Mex Construction Co. Inc.	RL Jones LP	Skyblue Utilities	Southern Contractors Group, LLC
Location	7600 S Santa Fe Bldg A1, Houston, TX	6435 Storey Dr., Humble, TX 77396	2801 Prairie Creek Rd, Granite Shoals,	18946 Redland Rd, San Antonio,	P.O. Box 1001, Kingsland, TX 78639	2502 Industrial Blvd, Palestine, TX 75801
Date Proposal Received	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026	5/12/2026
Scoring Summary						
Total Score - Reviewer 1	52	76	82	81	75	74
Total Score - Reviewer 2	59	77	87	80	76	77
Combined Total of Scores	112	154	169	161	151	151
Combined Scores Average	56	77	84	81	76	75
Rank	25	13	5	8	14	15

Board Meeting Packet 05/12/2026

Resolution of the Governing Body of

Crystal Clear Special Utility District

Authorizing
ADOPTED June 3, 2026

RESOLVED, that the Governing Body of the **Crystal Clear Special Utility District (the District)** has authorized the following persons to sign checks on behalf of the District.

Board Members:

Nick Reininger, President
Joseph Benavides, Vice President
Andrea Velasquez, Secretary

Staff:

Mr. Michael Saldana, Assistant General Manager
Ms. Stephanie Olson-Haseloff, Development/Project Manager
Ms. Jennifer Dickerman, HR/Finance Manager
Ms. Yesenia Marquez Smith, Office Manager
Mr. Brad Johnson, Operations Manager

RESOLVED. FURTHER, that the above-named representatives are authorized to sign checks on behalf of, and in the best interest of the above-named entity in the process of maintaining and conducting of business.

* * * * *

CERTIFICATE OF TREASURER

I, _____, do hereby certify that I am the Treasurer of the above named entity and that the above and foregoing is a true, full and correct copy of a resolution duly adopted by the Governing Body of the above named entity at its meeting held on June 3, 2026, and entered into the Minutes of the above named entity, that the meeting was duly and regularly held in accordance with the Bylaws of and or laws governing the above named entity; and that such resolution has not been rescinded or modified.

To certify which, witness my hand and seal of said above named entity this 3rd day of June 2026.

Treasurer

SEAL

**REGIONAL WATER SUPPLY LEASE AGREEMENT BETWEEN
CRYSTAL CLEAR SPECIAL UTILITY DISTRICT AND
THE CITY OF KYLE**

THIS REGIONAL WATER SUPPLY LEASE AGREEMENT (the “Lease Agreement”) is entered into by and between Crystal Clear Special Utility District, a Texas special utility district (“CCSUD”) and the City of Kyle, a Texas home-rule municipality (“Kyle”).

RECITALS

WHEREAS, CCSUD owns entitlements to a potable water supply from a project developed by the Alliance Regional Water Authority (“ARWA”) through its membership in Canyon Regional Water Authority (“CRWA”), a “Sponsoring Public Entity” in ARWA pursuant to the January 9, 2008 Regional Water Supply Contract, as amended (the “ARWA Contract”); and

WHEREAS, CCSUD has purchased, under two contracts effective August 11, 2014 and October 13, 2014, a total of 53.524% of CRWA’s interest in the ARWA Contract; and

WHEREAS, Kyle is also Sponsoring Public Entity and owns an entitlement to a supply of potable water pursuant to a contract with ARWA; and

WHEREAS, Kyle has immediate need for additional water supplies while the ARWA project continues expansion and desires to obtain additional water from CCSUD’s entitlements to ARWA water to meet Kyle’s immediate needs; and

WHEREAS, CCSUD has determined that it has available capacity to temporarily lease a volume of water out of its entitlements to the ARWA project while satisfying its regulatory capacity requirements and contractual obligations to its customers, and has agreed to cause to be delivered directly by ARWA to Kyle 250 acre-feet of potable water per year out of CCSUD’s share of ARWA Phase 1B water supply; and

WHEREAS, this lease of water by CCSUD to Kyle in accordance with the provisions of this Lease Agreement has been duly approved by the respective governing bodies of Kyle and CCSUD, as required by law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, CCSUD and Kyle undertake, promise, and agree as follows:

ARTICLE I
DELIVERY OF WATER

Section 1.01. Point of Delivery. Subject to the terms and conditions of this Lease Agreement, CCSUD agrees to cause ARWA to deliver the water as specified in this Lease Agreement directly to Kyle at the ARWA water treatment facility (the “Kyle ARWA Point of Delivery”).

Section 1.02. Water Volumes Produced and Purchased; Maximum Volume and Rate of Flow. Subject to the terms and conditions of this Lease Agreement, CCSUD agrees to lease, and Kyle agrees to take or pay for certain fixed and variable and special interim costs, as further specified in Section 2.02 of this Lease Agreement, 250 acre-feet per year, such volume representing a portion CCSUD's Phase 1B entitlement of potable water supply under the ARWA Contract beginning with the Effective Date, at a rate of flow not to exceed 202 gallons per minute at the Kyle ARWA Point of Delivery.

Section 1.03. Water Conservation, Drought Contingency. In the case of a region-wide emergency affecting the ARWA System or the CCSUD System, CCSUD may require ARWA to curtail deliveries to Kyle. Each party's obligations under this Lease Agreement shall be subject to water conservation plans, drought contingency plans, or any other plan adopted by such party and required by the Texas Commission on Environmental Quality (the "TCEQ"), the Texas Water Development Board, or any other federal, state, or local regulatory authority (other than a party to this Lease Agreement) with power to require or approve water conservation and drought contingency plans. As required by rules of the TCEQ in effect on the Effective Date of this Lease Agreement, both parties have developed and implemented a water conservation plan or water conservation measures using the standards established by the TCEQ. If required by order of the TCEQ, either party to this Lease Agreement may be required to implement water conservation strategies and if such party is so ordered, the other party to this Lease Agreement will cooperate and consent to the implementation by the other party of such water conservation strategies required by the TCEQ. As required by TCEQ rules in effect on the Effective Date of this Lease Agreement, in case of a shortage of water resulting from drought, the water to be distributed by ARWA on behalf of CCSUD to Kyle will be distributed in accordance with the provisions of this Lease Agreement, or to the extent required by law.

Section 1.04. Water Quality. The water that ARWA delivers on behalf of CCSUD to Kyle at the Kyle ARWA Point of Delivery shall be potable treated water suitable for public water supply and shall meet the quality criteria prescribed by the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 TAC Chapter 290 subchapter F. However, Kyle specifically acknowledges and agrees that CCSUD cannot control the quality of water produced by ARWA, and Kyle shall be obligated to pay ARWA on behalf of CCSUD for the specified costs associated with the volumes specified in Section 1.02 of this Lease Agreement whether or not Kyle takes the full amount of water subject to this Lease Agreement into its System.

Section 1.05. Title, Control, and Responsibility. Subject to the terms of this Lease Agreement, the party in possession of water hereunder shall have control of and responsibility for that water. Control and responsibility shall transfer from ARWA to Kyle on the discharge side of the meter located at the Kyle ARWA Point of Delivery. When water is delivered to Kyle at the Point of Delivery by ARWA under this Lease Agreement, title to such water shall transfer to Kyle.

Section 1.06. Hold Harmless.

- A. Kyle. To the fullest extent allowed by law, Kyle agrees on behalf of itself and its successors and assigns to defend, save and hold harmless CCSUD and CCSUD's

officers, directors, and employees from and against any and all claims, losses, expenses, costs, demands, judgments, causes of action, suits, and liability in tort, contract or any other basis and of every kind and character whatsoever (including but not limited to all costs of defense, such as fees and charges of attorneys, expert witnesses, and other professionals and all court or other dispute resolution costs) arising out of or incident to the transportation and delivery of water pursuant to this Lease Agreement while possession remains in Kyle. Kyle acknowledges that all payments under this Lease Agreement are paid from the gross revenues of its utility system and that no payments, including payments under this subsection, are payable from taxes from the City of Kyle, Texas.

- B. CCSUD. To the fullest extent allowed by law, CCSUD agrees on behalf of itself and its successors and assigns to defend, save and hold harmless Kyle and Kyle's trustees, officers, directors, and employees from and against any and all claims, losses, expenses, costs, demands, judgments, causes of action, suits, and liability in tort, contract or any other basis and of every kind and character whatsoever (including but not limited to all costs of defense, such as fees and charges of attorneys, expert witnesses, and other professionals and all court or other dispute resolution costs) arising out of or incident to the transportation, treatment and delivery of water pursuant to this Lease Agreement while possession remains in CCSUD.

Section 1.07. Approvals. Unless otherwise required by law, each consent, approval, or other official action required of either party to this Lease Agreement by any provision of this Lease Agreement shall be deemed in compliance with this Lease Agreement when written evidence of such action, signed by the respective authorized representative is delivered to the party who is to receive evidence of such action. The parties to this Lease Agreement will not take any action or fail to take any action (including, without limitation, any exercise or denial of its consent or approval of any action proposed to be taken by the party or any of its agents hereunder), if taking or failing to take such action, respectively, would unreasonably delay or obstruct the delivery of water under this Lease Agreement.

ARTICLE II PAYMENTS

Section 2.01. Payment for Water. Kyle agrees to pay CCSUD's monthly charges for water based upon the rate established in Section 2.02 for one-twelfth of the specified 250 acre-feet of potable water per year. As used in this Lease Agreement, the term "year" means the twelve calendar months beginning with the Effective Date. Kyle shall pay ARWA's monthly invoice for the portion of ARWA water attributable to this Lease Agreement in accordance with ARWA's billing requirements.

Section 2.02. Rate Paid by Kyle for Water. Beginning with the conclusion of the first full calendar month following the Effect Date, Kyle shall pay CCSUD's expenses that would otherwise be due and owing by CCSUD for its percentage ownership of CRWA's share of the potable water supply obligated to be made available to CCSUD under Phase 1B, as follows:

- A. Monthly Fixed Operations & Maintenance (“O&M”) Expense of \$2,787.87, which shall be inclusive of ARWA’s current estimate as of the Effective Date of personnel costs, equipment repair costs, equipment replacement and facility maintenance attributable to Kyle’s portion of CCSUD’s entitlement of potable water supply of the ARWA project and which shall be payable by Kyle to ARWA on behalf of CCSUD whether or not Kyle takes delivery of the volumes under this Lease Agreement and
- B. Monthly Variable O&M Expense of \$1.02 per 1,000 gallons based on actual metered delivery, which shall be inclusive of ARWA’s current estimate as of the Effective Date of chemical and electrical costs associated with treatment of the potable water supply for which delivery is taken by Kyle under this Lease Agreement; and
- C. Monthly Interim Clarification Special Assessment O&M Expense of \$5,980.93 , which shall consist of all fixed and rental costs associated with the measures taken by ARWA on an interim basis pending completion of Phase 1C/1D of the ARWA project and attributable to Kyle’s portion of CCSUD’s entitlement to potable water supply as if Phase 1B of the ARWA Project had performed as intended by the Sponsoring Public Entities to the ARWA Contract. Kyle and CCSUD expressly acknowledge that the monthly special assessment O&M expense may be subject to modification by ARWA, and any such modification shall be incorporated herein by reference without further approval of Kyle and CCSUD . This category of monthly expense will no longer be assessed once Phase 1C/1D of the ARWA project as been completed and placed into service.
- D. Kyle expressly acknowledges that the monthly amounts under Sections 2.02 A and 2.02 B of this Lease Agreement may be subject to modification by ARWA, including modifications as a result of the increased volumes associated with the completion of Phase 1C/1D of the ARWA project, and that Kyle shall nevertheless remain bound and obligated to pay for the actual expenses attributable to Kyle’s portion of CCSUD’s entitlement of potable water supply from ARWA.

For avoidance of doubt, Kyle and CCSUD agree that this Lease Agreement and the payments made by Kyle to ARWA shall not alter or otherwise affect Kyle and CCSUD’s respective obligations to make all applicable debt service payments inclusive of interest for their respective entitlement to potable water supply from the ARWA project. The components of the rate to be paid by Kyle pursuant to Sections 2.02A through 2.02C of this Lease Agreement do not include any debt service obligation related to the ARWA project or entitlements under the ARWA Contract previously imposed on Kyle or CCSUD, each of whom shall remain obligated to make such payments pursuant to their participation as a Sponsoring Public Entity (Kyle) or through their purchase of an interest in the ARWA project held by a Sponsoring Public Entity (CCSUD) as if this Lease Agreement had not been entered into by the Parties.

Section 2.03. Default in Payments. All amounts due and owing to a party to this Lease Agreement shall, if not paid when due, bear interest at the Texas post-judgment interest rate under Texas law from the date when due until paid, provided that such rate shall never be usurious or exceed the

maximum rate as permitted by law as set forth in Chapter 1204, as amended, Texas Government Code. If any amount due and owing by one party to the other party is placed with an attorney for collection, the party owing the amount shall pay to the other party, in addition to all other payments provided by this Lease Agreement, including interest, the other party's collection expenses, including court costs and attorneys' fees as may be ordered by a court or tribunal. The party who is owed the money may, to the extent permitted by law, suspend or direct suspension of delivery of water to the other party if the other party remains delinquent in any payments due hereunder for a period of sixty (60) days, and is not required to resume delivery of water while the party is so delinquent. Either party may pursue all legal remedies against the other party to enforce and protect the rights of the party under this Lease Agreement.

Section 2.04. Gross Revenue. Each party to this Lease Agreement represents and covenants to the other party that all payments to be made by it under this Lease Agreement shall constitute reasonable and necessary operating expenses of its utility system, and that all such payments will be made from the gross revenues of its utility system. Each party agrees throughout the term of this Lease Agreement to continuously operate and maintain its utility system and to fix and collect such rates and charges for water services to be supplied by its utility system that will produce gross revenues in an amount equal to at least all of its payments under this Lease Agreement.

Section 2.05. Payment under Protest. If a party at any time disputes the amount to be paid by it to the other party, the party shall nevertheless promptly make the disputed payment or payments, but if it is subsequently determined by agreement or court decision that the disputed amount paid by the party should have been less, or more, the other party shall promptly revise the monthly payment in a manner that the party, will recover the amount due within six months.

Section 2.06. Stipulations. By signing this Lease Agreement, each party stipulates and agrees that the other party will be prejudiced if a party avoids the obligation to furnish water while accepting the benefits of payments or avoids the obligation to pay the rates for water specified in this Lease Agreement while accepting the benefits of obtaining water from the other party. Nothing in this Lease Agreement shall be construed as constituting an undertaking by a party to furnish water to the other party except pursuant to the terms of this Lease Agreement.

ARTICLE III **TERM OF LEASE AGREEMENT AND REMEDIES**

Section 3.01. Term. This Lease Agreement shall be effective on the date of execution by the last party to execute the Lease Agreement following formal approval of the governing bodies of the parties (the "Effective Date") and shall continue in effect for a period of 12 months from the Effective Date.

Section 3.02. Renewal. This Agreement will automatically renew for successive terms of twelve months unless either party gives written notice that the party intends to terminate the Lease Agreement, which must be given at least six months prior to the date on which this Lease Agreement would otherwise renew.

Section 3.03. Default – Notice and Opportunity to Cure. If either party fails to perform any obligation or make any payment in the required amount when due under this Lease Agreement, the other party may, without prejudice to any other right or remedy it may have under this Lease Agreement, provide written notice of default to the non-performing party. The non-performing party has 30 days from receipt of the notice within which to remedy the default (the “Cure Period”), provided, however, that the requirement for notice and the thirty-day opportunity to cure does not apply to Kyle’s obligations to pay CCSUD’s costs as specified in Section 2.02 of this Lease Agreement for the volumes made available to Kyle pursuant to the terms and conditions of this Lease Agreement. The amount due to ARWA on behalf of CCSUD shall be paid by Kyle by the due date specified by ARWA.

Section 3.04. Mediation. In the event any controversy arising under this Lease Agreement (other than a controversy arising from payments under Section 2.01 of this Lease Agreement or for rates charged under this Lease Agreement) is not resolved by informal negotiations between CCSUD and Kyle within 30 days after any party requests negotiations, then, upon the request of either party, the controversy shall be referred to the voluntary settlement procedure known as mediation, which process shall be governed by the Texas Civil Practice and Remedies Code, Section 154.002, et seq., or its successor statute. The parties shall attempt to select a mutually acceptable mediator. Failing identification of a mutually acceptable mediator, the parties shall request the presiding judge of the State District Courts of Guadalupe County, Texas, to appoint a mediator. The mediation process shall continue until the controversy is resolved, the mediator makes a finding that there is no possibility of settlement through mediation, or either party chooses not to continue further. All costs and expenses of the mediation (including the mediator’s fees) shall be shared equally by the parties; provided however, that costs incurred by each party shall be costs solely of such party.

ARTICLE IV
INTERPRETATION

Section 4.01. Interpretation. The caption headings of this Lease Agreement are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Lease Agreement and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Lease Agreement.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. Participation by the Parties. Each party to this Lease Agreement represents to the other party that it is empowered by law to execute this Lease Agreement and other agreements and documents as are or may hereafter be required to accomplish the same; and that its execution of this Lease Agreement has been duly authorized by action of its governing body.

Section 5.02. Force Majeure. If by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Lease Agreement, other than the obligation of the party to make the payments required under this Lease Agreement, then if such

party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such in ability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or regulatory restrictions by a groundwater district, any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, tornados, blue northers, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, inability on the part of ARWA to deliver water on behalf of CCSUD for any reason, or on account of any other causes not reasonably within the control of the party claiming such in ability.

Section 5.03. Modification. No change, amendment, or modification of this Lease Agreement shall be made or be effective that will affect adversely the prompt payment when due of all money required to be paid by the party under the terms of this Lease Agreement.

Section 5.04. Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Kyle:
City Manager
City of Kyle
100 W Center St
Kyle, Texas 78640

If to CCSUD:
General Manager
Crystal Clear Special Utility District
2370 FM 1979
San Marcos, TX 78666

CCSUD and Kyle shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five days' written notice to the other parties.

Section 5.05. State or Federal Laws, Rules, Orders, or Regulations. This Lease Agreement is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction. Each party represents that, to the best of their knowledge, no provisions of any applicable federal or State law, nor any permit, ordinance, rule, order, or regulation of either party will limit or restrict the ability of either party to carry out their respective obligations under or contemplated by this Lease Agreement.

Section 5.06. Severability. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Lease Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Lease Agreement or the application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Lease Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 5.07. Waiver. Notwithstanding anything to the contrary contained in this Lease Agreement, any right or remedy or any default hereunder, except the right of the party to receive the payments from the other party, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within four years after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of the performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 5.08. Venue. All amounts due to ARWA on behalf of CCSUD from Kyle under this Lease Agreement, including, but not limited to, payments due under this Lease Agreement, shall be considered paid and be due in Guadalupe County, Texas, which is the County in which the principal office of CCSUD is located. It is specifically agreed among the parties to this Lease Agreement that in the event that any legal proceeding is brought to enforce this Lease Agreement or any provision hereof, the same shall be brought in Guadalupe County, Texas.

Section 5.09. Succession and Assignment. This Lease Agreement is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. This Lease Agreement may not be assigned by either party hereto without prior written notice to and approval by the other party, which consent may be withheld without cause.

Section 5.10. Entire Contract. This Lease Agreement constitutes the entire agreement among the parties with respect to the matters described herein.

Section 5.11. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 5.12. Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 5.13. Officers and Agents. No modifications to or rescission of this Lease Agreement may be made except by a written document signed by CCSUD's and Kyle's authorized representatives.

Section 5.14. Recitals. Kyle and CCSUD agree that the recitals in this Lease Agreement are true and correct and are incorporated into the terms of this Lease Agreement.

Section 5.15. No Third-Party Beneficiary; No Partnership. This Lease Agreement is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of the parties under this Lease Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the parties shall be an independent Lease Agreement or relationship. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed.

CITY OF KYLE, TEXAS

CRYSTAL CLEAR SPECIAL UTILITY DISTRICT

By: _____
Perwez Moheet, Interim City Manager and
Director of Finance

By: _____
Michael Saldana, General Manager

Date: _____

Date: _____