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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
PROPERTY OWNERS ASSOCIATION**

**THE ESTATES AT TRIPLE R RANCH**

STATE OF TEXAS            }  
  }  
COUNTY OF WILSON        }

KNOW ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by La Vernia Homes, Ltd., a Texas Limited Partnership, duly authorized to do business in the State of Texas, hereinafter referred to as "Developer".

**WITNESSETH:**

WHEREAS, Developer is the owner of that certain Tract of land known as THE ESTATES AT TRIPLE R RANCH, UNIT 1, being a Subdivision situated in Wilson County, Texas according to the plat ("Plat") of THE ESTATES AT TRIPLE R RANCH, UNIT 1, recorded in the office of the County Clerk of Wilson County, Texas on the 23<sup>rd</sup> day of February, 2021, after having been approved as provided by law, and being recorded in Book Volume 12, Pages 97-99, in the records of plats of Wilson County, Texas (hereinafter referred to as the "Properties" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plat for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon, THE ESTATES AT TRIPLE R RANCH, UNIT 1, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1.01 "Properties" shall mean and refer to THE ESTATES AT TRIPLE R RANCH, UNIT 1, as shown by the plat thereof recorded in the Plat Records of Wilson County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 1.02 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.03 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the Subdivision.

Section 1.04 "Developer" The term "Developer" shall mean, La Vernia Homes, Ltd., as well as any other person or entity who is a successor to La Vernia Homes, Ltd., or who shall have had their rights or duties as Developer assigned to them.

Section 1.05 "Lot" shall mean and refer to any plot of land identified as a Lot or home site on the plat of the Subdivision.

Section 1.06 "Owner" shall mean and refer to the record owner, (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein,) and (iii) Builders.

Section 1.07 "Drainage Area" shall mean any property described as Drainage Easement or Detention Pond as depicted on THE ESTATES AT TRIPLE R RANCH, UNIT 1 plat. Such areas include but are not limited to detention ponds, detention tanks, and other drainage easements or structures (other than bar ditches).

## ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates to the Public for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain reservations, exceptions and dedications applicable to the Property.

All dedications, restrictions and reservations created herein or shown on the Plat, re-plats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves the non-exclusive right to use the utility easements and rights-of-ways shown on the Plat or that have been or hereafter may be created by separate

instrument recorded in the Real Property Records of Wilson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

**Section 2.03 Title Subject to Easements.** It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

**Section 2.04 Utility Easements.**

- (a) Utility easements have been dedicated in accordance with the Plat.
- (b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.
- (c) In the event that a single owner shall own two or more adjacent Lots used as a single building site, then the 15' Utility Easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third party, the interior Utility easements along such interior and common Lot line shall again burden both such Lots.

**Section 2.05 General Drainage Easements.** The Plat generally dedicates a thirty foot (30') wide drainage easement centered on all-natural runoff channels, creeks, or swales, in addition to those drainage easements specifically shown and dedicated on the Plat. Property owners are advised that they are responsible for maintenance of drainage easements on their property and may not utilize these easements for any purpose detrimental to their intended use (i.e. no fences, shrubbery, structures or septic tank drain fields). Developer, its successors and assigns, reserves the right, but not the obligation, to more specifically identify these natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for a Lot Owner. Should a Lot Owner request such identification and Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Lot Owner shall pay the fees and costs for such expert assistance. The written identification of such natural runoff channels, creeks, or swales may be reduced to a written notice filed in the Real Property Records of Wilson County, Texas, which shall supersede and replace, for said Lot, the general Plat reference to same. Any drainage pattern and/or earthen tank embankment established on the property cannot be altered or blocked in any manner whatsoever.

**Section 2.06 Annexation of Additional Property.** Developer hereby reserves the right to subject additional land to these Restrictions and to add then-current and future owners of said land as Members to the Association, by filing for record in the Official Public Records of Real Property of Wilson County, Texas, an annexation declaration subjecting such land to these Restrictions and the jurisdiction of the Association. If annexation of additional land occurs, then the real property so annexed will form a part of the Properties, as defined above, and shall be subject to the Restrictions herein; provided, however, that Developer may alter, modify, amend, repeal or revise these Restrictions, as applied to the annexed property, to the extent necessary or convenient, in Developer's sole discretion. Any Owner of any Lot annexed to the Property and the Association shall have rights of use and enjoyment of the Common Areas and Common Facilities co-extensive with the rights of Owners of Lots within THE ESTATES AT TRIPLE R RANCH, UNIT 1. The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision road(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development.

### ARTICLE III USE RESTRICTIONS

**Section 3.01 Single Family Residential Construction.** No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breezeway). There may be only one garage apartment or one connected guesthouse, but not both. There may also be constructed workshops, barns, and outbuildings so long as they are of good construction, and kept in good repair, and are not used for temporary or permanent residential purposes. No dwellings or structures commonly known as "barndominiums" may be located on a Lot. The Architectural Control Committee, or the Developer, shall have the exclusive right to make the determination if any building or proposed building is a "barndominium" and their decision regarding same will be final and non-appealable. Any pre-existing outbuildings, barns or similar improvements may



continue to remain on the property. All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer its successors or assigns, prior to being constructed. The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. Any single story residential dwelling must have at least 1,600 square feet of living area, and any multiple story residential dwelling must have at least 1,800 square feet of living area, with at least 1,000 square feet included within the first story. All porches, garages, guest dwellings, and outbuildings are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above. All dwellings and outbuildings must be constructed with new materials, except that used brick, stone, wooden beams, and doors may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation. Each residence must have a minimum of thirty percent (30%) brick, rock or stucco masonry construction on exterior walls. Cement siding (for example, Hardi-Plank) may not be used to fulfill any portion of the masonry requirement hereunder. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from commencement date. During construction of a residence, it is required to have a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. As used herein, the term "single family residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, four-plexes, condominiums, or apartment houses. It is specifically agreed that Lot Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Mail will be delivered to and placed in multi-unit cluster boxes (NDCBU). Each Lot owner must contact the U.S. Post Office for mail service.

**Section 3.02 Lot Lines / Setbacks.** No building of any kind shall be located on any Lot nearer than fifteen (15') feet to the side or rear property line, or nearer than thirty-five (35') feet from front property line facing any public road, except for lots fronting along County Road 319, which require a seventy-five (75') setback from the front property line. The Developer reserves the right to grant exceptions to the setback lines except for existing utility easements shown on the plat and upon filing notice of such exception for record in the real property records of Wilson County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the Subdivision plat. "Rear and side Lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost rear Lot lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single owner shall own two or more adjacent Lots, and shall thereafter convey one to any third party, the interior Lot lines between the Lots then owned by separated owners shall be burdened by the setback lines described herein. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all

applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

**Section 3.03 Use of Temporary Structures.** No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

**Section 3.04 Fences.** All fences must be constructed with new materials.

**Section 3.05 Prohibition of Offensive Activities.** Except as provided in Section 3.18, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

**Section 3.06 Minimum Lot Area.** The Texas Veterans Land Board may sever a homesite parcel from any Lot owned by them. Otherwise, no Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

**Section 3.07 Water Wells.** A permit is required from Evergreen Underground Water District for a private water well. Site location for any water well must be such that any required sanitary easement is provided for and contained solely on that Lot. It is the intent hereof to prohibit any water well, which might impair or limit in any way whatsoever the use of any other Lot because of the water well and sanitation requirements related to same.

**Section 3.08 Storage, Garbage, Refuse, and Prohibited Items.** No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without un-due delay, until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. Each Owner or occupant shall keep the portion of the Property owned by it in a clean; kept, neat and sanitary condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. No household trash or garbage may be burned anywhere on the Lot. No inoperative or unlicensed automobile shall be placed on any Lot except in an enclosed structure, which meets the requirements of these restrictions. No automobile, truck,

trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No dump trucks, commercial trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial equipment may be parked on or near any Lot except temporarily as needed for residential construction purposes. Farm related equipment for maintenance of property shall not be considered heavy commercial equipment.

Section 3.09 Unsightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other property owners. All vehicles must have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways. No junk, wrecking or auto storage yard shall be located on any Lot, specifically no cars shall be kept in sight of road or neighbors for more than sixty (60) days if not in running order.

Section 3.10 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles.

Section 3.11 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 3.12 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except one (1) professionally made sign not more than 18"x24", advertising an Owner's Lot for sale, rent or during home construction except for political signs as set forth in Section 3.19 below. Developer shall have the right to remove any such sign, which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. Developer shall have the right to erect any size sign for the purpose of identifying and advertising property.

Section 3.13 Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained. All driveways shall be of a hard-surfaced material, finish, and composition for the first thirty-five (35') feet of driveway extending from the main road running in front of the Lots. These may include, but are not necessarily limited to stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick and asphalt. All driveway entrances shall be at least twelve feet (12') in width. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.14 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns. An Owner is responsible in the

event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.15 Hunting/Firearms. Discharging of firearms for hunting and/or target practice is expressly prohibited in the subdivision.

Section 3.16 Prohibited Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns. No access through THE ESTATES AT TRIPLE R RANCH, UNIT 1 is allowable by adjacent property owners, without the express written consent of Developer, its assigns, heirs or successors.

Section 3.17 Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

1. Household pets, such as cats, dogs and birds.
2. Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.
3. Horses and cattle, provided that a total of no more than one head per acre of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot. Otherwise, no animals may be raised or maintained on any Lot. Under no circumstances shall any emus, ostriches, or any exotic animals be maintained on any Lot. In no case shall any commercial feedlot operation be allowed, nor the breeding and raising of animals as a commercial operation.
4. No pigs or hogs may be raised, kept or bred, except for 4-H or FFA school supervised programs.
5. Dogs must be kept in fenced in area or under leash.

Section 3.18 Home Office/Telecommuting. This activity is permissible when conducted by a person in his residence. No other business shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- d) The activity does not result in an objectionable noise, nor does it increase traffic volume or additional parking.
- e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- g) Outdoor storage of any items related to the activity is prohibited.

**Section 3.19 Political Signs.** Owners and residents of the Subdivision may display on their property one or more signs advertising a political candidate or ballot item for an election, but only during the following date range:

- (1) no earlier than the 90th day before the date of the election to which the sign relates; and
- (2) no later than the 10th day after that election date.

Such political signs that are displayed must be:

- (1) ground-mounted; and,
- (2) limited to only one sign for each candidate or ballot item.

Such political signs are not permitted if they:

- (1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
- (2) are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
- (3) include the painting of architectural surfaces;
- (4) threaten the public health or safety;
- (5) are larger than four feet by six feet;
- (6) violate a law;
- (7) contain language, graphics, or any display that would be offensive to the ordinary person; or
- (8) are accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

**Section 3.20 Roofing Shingles.** The ACC shall approve roofing shingles that:

- (1) are designed primarily to:
  - (A) be wind and hail resistant;
  - (B) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - (C) provide solar generation capabilities; and
- (2) when installed:
  - (A) resemble the shingles used or otherwise authorized for use on property in the Subdivision;
  - (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the Subdivision; and
  - (C) match the aesthetics of the property surrounding the owner's property.

**Section 3.21 Flags and Flagpoles.** An owner or resident has the absolute right to display on their property:

- I. the flag of the United States, which shall be displayed in accordance with the following requirements: It must be displayed at all times in accordance with the requirements of 4 U. S. C. Sections 5-10.
- II. the Flag of the State of Texas which must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- III. the flag of any branch of the United States armed forces.

- IV. Flagpoles displaying a flag of the United States or the State of Texas or of an official branch of the United States armed forces may not be disapproved by the ACC if they are displayed in compliance with Section 201.012 of the Texas Property Code.

Section 3.22 Irrigation and Rainwater Harvesting. No irrigation systems shall be constructed so that it may be viewed from any other lot or common area. No rainwater harvesting system or rain barrel shall be permitted to exist on any Lot if the barrel or system:

- (i) is of a color other than a color consistent with the color scheme of the property owner's home; or
- (ii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
- (iii) be visible from a street, another lot, or a common area if:
  - (A) so long as such prohibition does not prohibit the economic installation of the device or appurtenance on the property owner's property; and
  - (B) there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

Section 3.23 Solar Energy Devices. As used herein "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

No solar energy device may be used or installed in the area of land subject to the Declaration to the extent that such solar energy device:

- (1) as adjudicated by a court:
  - (A) threatens the public health or safety; or
  - (B) violates a law;
- (2) is located on property owned or maintained by the Association;
- (3) is located in an area on the property owner's property other than:
  - (A) on the roof of the home or of another structure allowed under the Declaration;
  - or,
  - (B) in a fenced yard or patio owned and maintained by the property owner;
- (4) if mounted on the roof of the home or of another structure allowed under the Declaration:
  - (A) extends higher than or beyond the roofline;
  - (B) is located in an area other than an area designated by the ACC, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent above the energy production of the device if located in an area designated by the ACC;
  - (C) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
  - (D) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- (5) if located in a fenced yard or patio, is taller than the fence line;

- (6) as installed, voids material warranties; or
- (7) was installed without prior approval by the ACC.

The ACC will not withhold approval for installation of a solar energy device that does not fall within the above categories, unless the ACC determines in writing that placement of the device as proposed by the owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination of this issue, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

Section 3.24 Religious Displays. No display or affixing of a religious item on the entry to any owner's or resident's dwelling shall be permitted that:

- (1) threatens the public health or safety;
- (2) violates a law;
- (3) contains language, graphics, or any display that is patently offensive to a passerby, in the opinion of a person of reasonable sensibilities;
- (4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
- (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.

No owner or resident shall use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the ACC. The Board of Directors of the Association may cause its agent or representative to remove an item displayed in violation of a restrictive covenant permitted by this section.

Section 3.25 Leases and Rentals. No Lot or any portion of any Lot may be leased or rented for a term of less than six months except for leases to buyers and sellers incident to the sale of a residence.

#### ARTICLE IV GENERAL PROVISIONS

Section 4.01 Covenants Running with The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot and shall be covenants running with the land. The owner of any Lot in the Subdivision, or any Unit thereof, shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions.

**Section 4.02 Developer's Exemption and Authority.** The Developer shall not be subject to these Subdivision Restrictions, and no person, entity or owner shall be entitled to maintain a suit at law or in equity against the Developer for any alleged violations of these Restrictions by Developer. The Developer further expressly reserves the right to grant any waiver or variance from any of these Restrictions, and unilaterally amend same, however, Developer shall not have the authority to grant any waiver or amendment which has the effect of removing the limitation on the use of the property as single family residential dwelling. Rather, regardless of any authority given to or retained by Developer, all Lots shall be used exclusively for a single-family residence as defined in Article III, USE RESTRICTIONS, Section 3.01 of these subdivision restrictions. Developer, however, shall have the right to make use of any Lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment.

Developer reserves the right to construct and develop additional dedicated county roads over and across any Lot owned by the Developer along with any re-platting as may be required. Each Lot owner hereby consents, without protest, to non-notification, and without notice publication, as stated in the Wilson County Subdivision Regulations. Revision, Cancellation and Amendment of a Subdivision Plat. Article VI, (A)(1-6), and further allows Commissioner's Court to permit the re-plat under the provisions of Article VI (A)(1-6). While Wilson County may elect to provide notification at their option. it shall be considered courtesy only and shall not cancel any portion of this provision. The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision roads(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development, which right shall expire on December 31, 2054.

**Section 4.03 Amendments by the Developer.** The Developer shall have and reserves the right without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any owner or his Mortgagor.

**Section 4.04 Partial Invalidity.** Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and/or their designees may, on any Lot and/or Lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

**Section 4.05 Term and Amendments.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from this date, after which time said covenants, conditions, and restrictions shall be automatically



extended for successive periods of ten (10) years. Subject to Section 4.02 paragraph hereto, the covenants, conditions and restrictions may be amended during the first twenty (20) year period with the approval of Owners entitled to cast sixty-seven percent of all votes of all of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

## ARTICLE V PROPERTY OWNERS ASSOCIATION

Section 5.01 Preamble. A Property Owners Association is herein established to serve for the general benefit of the Community of THE ESTATES AT TRIPLE R RANCH, UNIT 1, to manage any common areas, to assist in the maintenance of property values and, in particular, to comply with the duty to maintain the detention ponds, detention tanks, or other drainage easements and structures (other than bar ditches). Developer hereby establishes THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, which shall be incorporated through the Secretary of State of Texas as a Nonprofit Corporation. THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION shall be hereinafter referred to as "the Association". The Association shall assume all maintenance obligations with respect to Drainage Areas, detention ponds, detention tanks, and other drainage easements and structures (other than bar ditches) and any other common areas which may be established. In order to accomplish this, the Association shall have the right to impose assessments. However, failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of their right to do so thereafter.

Section 5.02 Mandatory Membership and Governance. All Owners shall be required to be Members of the Association. Membership shall be appurtenant to the ownership of each Lot and shall pass with conveyance. The Association shall be governed by a Board of Directors elected in accordance with the Certificate of Formation and Bylaws of the Association. The Board of Directors shall have the general authority to manage the Association and to perform the obligations called for herein. The right of members to vote for the Board of Directors shall be governed by the Bylaws of the Association. The Bylaws shall provide that any Owner who is current in the payment of Assessments shall have the right to vote at any meeting of the members of the Association.

Section 5.02.01 Insurance. The Board shall have the right to acquire a general comprehensive liability insurance policy for the benefit of the Association and its members covering occurrences in the Drainage Areas and any common areas for personal or property damage. The policy limits shall be determined by the Board. The Board shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members. Members of the Board (as well as any management company retained by the Board) may also be insured.

Section 5.02.02 Enforceability of Restrictions. The Board and each Owner shall have the authority to enforce all restrictions, covenants, conditions, and reservations, imposed by the Declaration. However, failure by the Board to enforce any restriction shall not give rise to any cause of action

against the Board, nor shall such failure constitute or be a waiver of a right to enforce such restriction in the future.

Section 5.02.03 Utilization of Professionals. The Board, in order to accomplish any of its purposes, shall have the authority to employ the Property Owners Association. The Board shall have the right to vest in such professional such discretion as the Board deems appropriate.

Section 5.02.04 Notices. Wherever any notice is required to be provided to any member, person, or entity, such notice shall be in writing and be given at least seven (7) days in advance of the effective date of the subject matter of the notice unless otherwise stated in this Declaration, the Bylaws, or the Articles of Incorporation. Notice to any Owner or mortgage holder shall be at the last known address of the Owner as shown in the records of the Association. It shall not be the duty of the Association to search out the current address of the Owner and/or lienholder, but rather it is the duty of the Owner and/or lien holder to provide the Association with the appropriate mailing address.

Section 5.02.05 Interest on Delinquencies. Wherever provided for in this Declaration for interest to be paid, the interest rate shall be ten percent (10%), compounded annually.

Section 5.02.06 Board Authority. The Board, acting on behalf of the Association, shall have the right to:

- a) Grant or dedicate any common area to any public agency, authority, or utility for the purposes set forth in the Declaration or for public use as needed;
- b) Borrow money for the purpose of improving any common area, Drainage Area, or otherwise to enable the Association to accomplish any action required of the Association or authorized for the Association to perform;
- c) In order to enforce the restrictions contained in the covenants, to commence any litigation and to represent the Association in any such litigation, seeking all such relief as may be available at law; and
- d) Contract with any management company or a commercial provider to assist the Association with any of its duties and responsibilities.

Section 5.02.07 Voting Rights. The Association shall have two classes of voting membership.

- a. Class A Lots. Class A Lots shall be all Lots except Class B Lots, as the same is hereafter described. Each Class A Lot shall entitle the Owner of said Lot one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.
- b. Class B Lots. Class B lots shall be all lots owned by Developer, which have not been converted to Class A Lots as, provided in paragraphs (1) or (2) below. The Developer shall be entitled to ten (10) votes for each Class B Lot owned by Developer. The Class B Lots shall cease to exist and shall be converted to Class A Lots;

1. When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing more lots is annexed to the existing property hereof; or
2. On December 31, 2026, whichever event shall last occur.

When Class B Lots cease to exist and are converted to Class A Lots, Developer shall have the same voting rights as other owners of Class A Lots.

- c. Notwithstanding any other provisions to the contrary herein if it shall appear any time prior to December 31, 2026, that the voting formulas herein above established shall result in the Owner of lots other than Developer being privileged to cast in the aggregates as many as, or more votes than the aggregate number privileged to be cast by Developer, then, in such event, Developer shall be privileged to cast a total number of votes equal to the number of votes which all other Owners are entitled to cast, plus one additional vote, After December 31, 2026, the number of votes which Developer shall be privileged to cast, shall be determined in accordance with subsections (a) and (b) of this article.

Section 5.03 Assessments. The Association shall have the right to collect assessments. The provisions contained herein shall govern the collection of assessments; however, in the event of any conflict between these provisions and the Property Code of the State of Texas, the appropriate provisions of the Property Code of the State of Texas (to the extent that they apply to this subdivision) shall control.

Section 5.03.01 Assessment Obligations. Each Owner of a Lot, by acceptance of the deed thereto, whether or not expressly stated in the deed, shall pay to the Association, and does hereby agree to pay to the Association:

1. Annual assessments or charges as provided for herein;
2. Any special assessments as may be established and collected as provided for herein;
3. Any interest or attorney's fees as a result of any delinquency in the payment of assessments; and
4. Any annual or special assessments, together with any interest, costs, and attorney's fees associated therewith shall be charged upon each Lot which is subject to such assessment and shall be secured by a continuing lien on the Lot against which such assessment is made. However, such lien shall be subordinate to vendor's liens and improvement liens as described below. Each assessment, as well as all interest, costs, and attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment came due. If an Owner conveys a Lot and assessments against the Lot remain unpaid, the Owner shall pay the past due assessments at the time of closing of sale; however, such assessments, so long as unpaid, shall continue as a lien against the Lot until paid, and the Owner shall remain liable to the Association for the payment of such delinquent assessments, regardless of any conveyance of such Lot.

Section 5.03.02 Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance, operation, management, and protection of the Drainage Areas as described

above, as well as for the improvement, operation, management, preservation, and maintenance of any other common areas (if any), for social, educational, or cultural activities on behalf of the Association, and for professional services as may be necessary or appropriate for the furtherance of the goals of the Association. However, no assessments shall be utilized (except to an insignificant extent) for any purposes which would be in violation of any regulations of the Internal Revenue Code for maintaining the Association status as a non-profit entity under Section 528 of the Internal Revenue Code. The Association may maintain a reserve fund for the accomplishment of any of the purposes set forth herein. Any assessments of the Association may also be utilized for administrative purposes, for payment of taxes, insurance, or other reasonable or appropriate expenses of the Association.

Section 5.03.03 Amount of Assessments. The amount of the annual assessments shall be established by the Property Owners Association at its annual meeting. However, until the Property Owners Association has otherwise established the assessments, assessments shall be Three-hundred (\$300.00) Dollars per Lot per year and shall commence on January 1 following the recording of this instrument. Assessments shall become payable on January 1 of each year (commencing on January 1, 2022) and shall be deemed to be delinquent on January 31st of each year. No assessments will be due until January 1, 2022. The Board of Directors shall use their best efforts to notify Owners of the assessments each year; however, assessments shall be deemed to be due and payable regardless of whether notice was received by an individual Lot owner.

Section 5.03.04 Adjustments to Assessments. The annual assessment may be increased by the Property Owners Association at their annual meeting (which shall be held in accordance with the Bylaws of the Association) by not more than fifteen (15%) percent each year. The annual assessment may be increased in excess of fifteen (15%) percent over the previous year's assessment if the same is necessary in order to provide for the maintenance, operation, or protection of the Detention Areas described above.

Section 5.03.05 Certificate of Amount Due. Upon written request, the Board of Directors shall furnish an appropriate certificate setting forth whether the assessments on any specific Lot have been paid and indicating any delinquencies which may be due. The Association may charge a reasonable fee for the preparation of such certificate.

Section 5.03.06 Priority of Assessment Lien. Any unpaid assessments shall be secured by a lien on the Lot for which the assessments are unpaid. However, any such lien or assessment shall automatically be determined to be subordinate to:

- a. any vendors lien or purchase money lien for the acquisition of the Lot;
- b. any lien created for the construction or improvement of any improvements on the property (whether such improvements were commenced before or after the delinquency date of the assessment; and
- c. any lien for the payment of any ad valorem or other taxes (including Federal Income Taxes).

It shall not be necessary for the Board of Directors to take any action to subordinate their assessment lien; however, the Board of Directors shall have the authority to execute any

certificates or other documents as may be necessary in order to evidence the subordination of such lien to any prior liens as described in this paragraph. However, the Board of Directors of the Association shall further have the authority to notify any prior lienholders of any delinquencies in the payment of assessments.

**Section 5.03.07 Special Assessments.** In addition to the annual assessments, the Association may levy special assessments applicable only for that fiscal year. Such special assessments may be levied for expenses that are over and above the annual assessment. A special assessment shall be valid only upon a vote by a majority of the Owners attending a Property Owners Association meeting called in which notice of the proposal for a special assessment was included in the notice calling the meeting.

**Section 5.02.08 Remedies for Non-Payment of Assessment.** Any assessment, when not paid by January 31st of each year shall be deemed delinquent. Any assessment remaining unpaid by February 15<sup>th</sup> shall incur an additional late fee of Twenty-Five and No/100 (\$25.00) Dollars. Thereafter, the assessment shall bear interest at the rate of ten (10%) percent per annum, compounded annually. In the event of any delinquent assessment, the Association shall have the authority to:

- a. file a certificate or other document with the County Clerk of Wilson County, Texas, indicating that such assessments are delinquent;
- b. take any collection activity for the recovery of such assessments as may be necessary or appropriate, including reporting such delinquency to any collection bureaus, credit reporting agencies, or otherwise;
- c. commence litigation for the collection of such assessments; or
- d. take such steps as are appropriate in accordance with the Property Code of the State of Texas for the foreclosure of such assessment after complying with all of the appropriate requirements of those statutes which apply to this property for the foreclosure of such assessment lien.
- e. In this regard each Owner hereby grants to the Association a power of sale in conjunction with such assessment lien in the event of a delinquency in such assessment, and the Association shall specifically have the power to designate a trustee in writing from time to time to act as agent for the collection of such delinquent assessments. However, no foreclosure of an assessment lien shall in any way be authorized by the Board of Directors until the total delinquency owing to the Association is greater than One Thousand and No/100 (\$1,000.00) Dollars.

**Section 5.04 Architectural Control Committee.** The Board of Directors shall have the authority to create, either from its members or from other members of the Association, an Architectural Control Committee. The members of the Architectural Control Committee shall serve until their successors are named. A majority of the Architectural Control Committee (hereafter the "ACC") may act for the ACC. Unless required by the Property Code of the State of Texas, no notice of any ACC meeting shall be required. In the event a vacancy on the ACC shall arise, the Board of Directors shall have the authority to appoint a replacement to fill the vacancy.

**Section 5.04.01 Approval of Plans.** All plans for:

- a. the construction of any improvements on any Lot in the subdivision;
- b. the modification of any of the elevations of any Lot in the subdivision; or
- c. the modification or alteration of any natural drainage areas or other Drainage Areas in the subdivision;

must be submitted to the ACC and reviewed by them in compliance with these restrictions. The ACC shall be entitled to evaluate all plans solely to ensure that they comply with these restrictions and with the requirements of the Wilson County Subdivision Review Committee. The ACC, upon receipt of the plans, shall render its decision within fifteen (15) days from the receipt of such plans. In the absence of any decision made within fifteen (15) days, the plan shall be deemed approved. In the event the plans are rejected for any reason, the Owner of the plans shall have the right, after meeting the objections of the ACC, to resubmit the plans for a second review.

Section 5.04.02 Plans to Be Submitted. The ACC shall specifically cover all buildings, fences, flatwork, swimming pools, or other structures or improvements, as well as any alteration or modification in the elevation or drainage of any Lot. Construction on any such improvements or such alterations or modifications shall not commence prior to the receipt of a letter of approval from the ACC. The plans submitted must include:

- a. an accurately drawn dimensional plan showing all buildings, setback lines, easements, drives, and walks;
- b. a foundation floor plan, including room sizes and layouts, exterior elevations, of buildings above finish grade, and all back-filling and landscaping;
- c. a description at any drainage, including Drainage Area, or elevation alteration, including an Engineer's assessment.

Section 5.04.03 Evaluation of Plans. The ACC shall have the authority to engage in any fact-finding operations and shall have the power to construe and Interpret any covenant contained herein that may be vague, indefinite, or uncertain, or subject to more than one interpretation. The goal of the ACC is to encourage construction of dwellings in accordance with the terms of this instrument and the Original Declarations. Members of the ACC shall not be liable to any person or entity as a result of any action taken in their discretion herein. The ACC's evaluation of their plans is solely to determine compliance with the terms of this Declaration and the Original Declarations and the requirements of any local, state, or federal law.

Section 5.04.04 Variances and Waivers. The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Declaration or the Original Declarations in order to correct or avoid hardships to Owners unless such deviation or infraction concerns Detention Areas. Any request for a variance or waiver must explicitly be stated in writing to the ACC directing the ACC to the specific variance or waiver requested and the provision of these Declarations or the Original Declarations from which the variance or waiver is requested. Unlike plans, requests for variances or waivers shall be deemed to be disapproved unless the ACC expressly states approval in writing within fifteen (15) days following the submission of such request. No member of the ACC shall be liable to any Owner or other entity for any claims, causes of action, or damages arising out of the grant or denial of

any variance or waiver. Each request for a variance or a waiver shall be reviewed independently of any similar requests and the grant of a variance or waiver in one circumstance shall expressly not constitute or be a waiver or variance in any other circumstance, nor shall the same ever be considered to be precedent regarding any subsequent or other requests. The decisions of the ACC with respect to such variances or waivers shall be deemed to be final and binding upon the Association and the applicant.

Section 5.05 General Provisions. The Board of Directors shall receive no compensation for service as Board of Directors of the Association. The Board of Directors shall be indemnified against any loss or damages which they may suffer as a result of actions as members of the Board of Directors in accordance with the Bylaws of the Association. The governance of the Association shall be as expressed in the Articles of incorporation and the Bylaws of the Association. In the event of any conflict between the Bylaws of the Association and this instrument. the terms of this instrument shall control.

EXECUTED this 8<sup>th</sup> day of MARCH, A.D. 2021.

LA VERNIA HOMES, LTD.

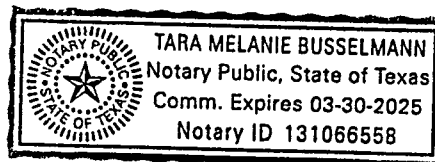
*Will Rose*  
BY: RURAL MANAGEMENT, LLC.,  
GENERAL PARTNER,  
WILL ROSE, MANAGING MEMBER

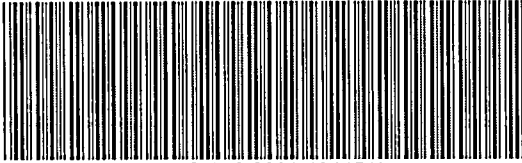
THE STATE OF TEXAS            }  
COUNTY OF WILSON            }

This instrument was acknowledged before me on MARCH, 8, 2021 by WILL ROSE, MANAGING MEMBER of RURAL MANAGEMENT, LLC., GENERAL PARTNER OF LA VERNIA HOMES, LTD., on behalf of said entity.

*Tara Melanie Busse*  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:  
La Vernia Homes, Ltd.  
P.O. Box 430  
La Vernia, Texas 78121





\*VG-916-2021-104451\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 104451

Real Property Recordings

Recorded On: March 17, 2021 11:30 AM

Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$98.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 104451  
Receipt Number: 20210317000044  
Recorded Date/Time: March 17, 2021 11:30 AM  
User: Georgina L  
Station: cclerk01

Record and Return To:

LA VERNIA HOMES LTD  
PO BOX 430  
LA VERNIA TX 78121



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX



**FROM:** LA VERNIA HOMES, LTD  
By Partner Rural Management, LLC  
**GRANTOR**

**TO:** S.S. WATER SUPPLY CORP.  
**GRANTEE**

**S.S. WATER SUPPLY CORPORATION  
NON-EXCLUSIVE PERMANENT WATER LINE EASEMENT  
ESTATES AT TRIPLE R – UNIT ONE  
[LOTS 1-80]**

**STATE OF TEXAS**

§

**KNOW ALL PERSONS:**

**COUNTY OF WILSON**

§

That LA VERNIA HOMES, LTD., A Texas Limited Partnership, by its General Partner, RURAL MANAGEMENT, LLC., A Texas Limited Liability Company, owner of Estates at Triple R Subdivision – UNIT ONE, Grantor(s), as designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, a non-exclusive permanent utility easement(s) and right of way(s) within the Grantor's ESTATES AT TRIPLE R SUBDIVISION – UNIT ONE, LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY ESTABLISHING 80 LOTS CONTAINING A TOTAL OF 100.60 ACRES, BEING OUT OF THOMAS TOBY SURVEY 42, ABSTRACT NO. 323, AND THOMAS TOBY SURVEY, ABSTRACT NO. 328, E.H. CHANDLER SURVEY, ABSTRACT 556, WM CALVIN SURVEY, ABSTRACT 83, WILSON COUNTY, TEXAS, DESCRIBED IN RECORDED PLAT IN VOLUME 12, PAGE 97-99, WILSON COUNTY, TEXAS.

There is hereby established within each of **Lots Numbered 1-80**, a non-exclusive permanent water line easement, fifteen (15) feet wide, parallel to and running with the front, side or rear (**as applicable**) property lines (**see Exhibit "A" attached**) providing Grantee right of way within the subdivision, which permanent water line easement shall be used by the Grantee. Said permanent Easement shall allow the Grantee, its successors and assigns, the right to: 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent easement herein granted shall be limited to the strip of fifteen (15) feet in width being parallel and adjacent to the property line.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the utility and water lines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot Easement (or twenty (20) foot non-exclusive Easement on front). In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing, and replacing or enlarging said lines and appurtenances. Such access is to be granted at all days and times, without restriction, for the purposes as above described. Should Grantor, successors, or assigns currently require, or at any time in the future require, keys, wireless access devices, security codes, or any other method to obtain access to all or any part of the Property, such shall be immediately provided to Grantee so that utility and water line service and maintenance is never interrupted by reason of lack of access at any entry or other gate. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts thereof, or other obstructions which in any way endanger or may interfere with the efficiency of said utility and water lines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

Grantor further does acknowledge that in the granting of this Easement, a retail water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required by Grantor or its successors, as such Membership shall be defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's or its successors application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. Grantor or Grantor's successors shall maintain said Easement clear of any improvements or construction unless permission shall be first secured from S.S. Water Supply Corporation. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens, and said Easement is made with such authority to do so.

The Grantee has received Federal financial assistance, and has agreed to certain non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above-described Non-Exclusive Permanent Water Line Easements and right of way. Said grant is sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, herself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Attachment: Exhibit "A" – Subdivision Plat establishing Estates at Triple R Subdivision – Unit 1.**

EXECUTED this 10 day of March, 2021.

**LAVERNIA HOMES, A Texas Limited Partnership,  
By its General Partner, RURAL MANAGEMENT, LLC,  
A Texas Limited Liability Company**

By:   
**Will Rose  
PRESIDENT & DULY AUTHORIZED AGENT**

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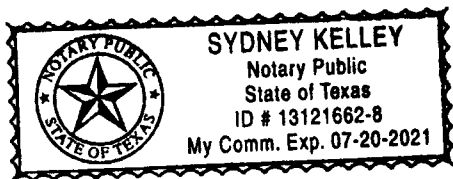
**ACKNOWLEDGMENT**

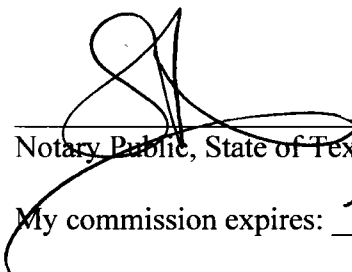
**STATE OF TEXAS §**

**COUNTY OF WILSON COUNTY §**

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: WILL ROSE, in his capacity as President and Duly Authorized Agent for LA VERNIA HOMES, LTD., A Texas Limited Partnership, by its General Partner, Rural Management, LLC., A Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

**GIVEN UNTO MY HAND AND SEAL OF OFFICE** this the 10 day of March, 2021.



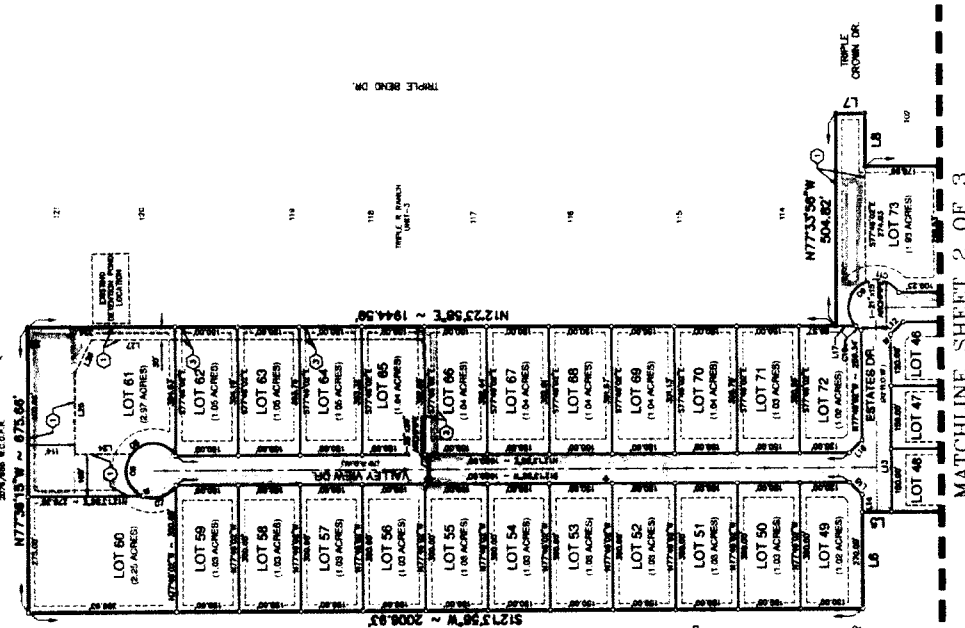
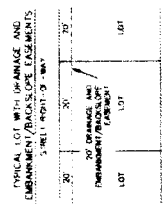
  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 7-20-2021

**Upon Recording Return To:**  
S.S. Water Supply Corporation  
P.O. Box 1000  
La Vernia, Texas 78121





Volume 12 Page 99  
 SUBMISSION PLAT ESTABLISHING  
 THE ESTATES AT  
 TRIPLE R RANCH  
 UNIT 1  
 WILSON COUNTY, TEXAS



LINE #	BEARING	LENGTH
114	S42°46'07" W	42.45
117	S71°37'07" E	41.88
118	S42°46'07" E	42.45
119	S71°37'07" W	41.88
120	S42°46'07" W	42.45
121	S71°37'07" E	41.88
122	S42°46'07" E	42.45
123	S71°37'07" W	41.88
124	S42°46'07" W	42.45
125	S71°37'07" E	41.88
126	S42°46'07" W	42.45
127	S71°37'07" E	41.88

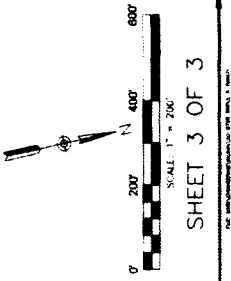
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	
C1	65.00	204.2027	S212.13267° E	70.00	134.46
C2	65.00	274.6228	S66.46707° W	77.87	83.42
C3	65.00	274.6228	S66.46707° W	77.87	83.42
C4	65.00	274.6228	S66.46707° W	77.87	83.42
C5	65.00	274.6228	S66.46707° W	77.87	83.42
C6	65.00	274.6228	S66.46707° W	77.87	83.42
C7	65.00	274.6228	S66.46707° W	77.87	83.42
C8	65.00	274.6228	S66.46707° W	77.87	83.42
C9	65.00	274.6228	S66.46707° W	77.87	83.42
C10	65.00	274.6228	S66.46707° W	77.87	83.42
C11	65.00	274.6228	S66.46707° W	77.87	83.42

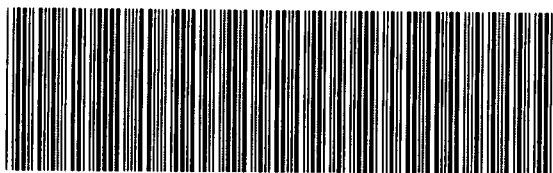
LOT NUMBER	RECOMMENDED DRIVEWAY CURVE	CL OF DITCH FLOWLINE ELEV (FINISH SIDE)
1, 16	NOT REQUIRED	625.0
2	1" 18" CAMP	625.0
3	1" 18" CAMP	625.0
4	1" 18" CAMP	625.0
5	1" 18" CAMP	625.0
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58	1" 18" CAMP	625.0
59	1" 18" CAMP	625.0
60	1" 18" CAMP	625.0

**INTEGRATED SURVEYING & ENGINEERING**  
 P.O. Box 519, Lockett, TX 75114  
 O 830.939.8833 / F 830.793.3388  
 TRIPLE R RANCH UNIT 1 PLAT # 106389

**LEGEND:**  
 BOUNDARY LINE  
 ADJOINER LINE  
 EASEMENT LINE  
 SURVEY LINE  
 OVERHEAD ELECTRIC  
 1/2" IRON ROD FOUND (ORG - DIST)  
 0/2" IRON ROD SET  
 W.C.O.P.R  
 WILSON COUNTY PLAT RECORDS  
 WILSON COUNTY OFFICIAL PUBLIC RECORDS  
 WILSON COUNTY DEED RECORDS

**KEY NOTES:**  
 PROPOSED  
 1. 50' OREC EASEMENT AND UTILITY EASEMENT  
 2. 75' BUILDING SETBACK  
 3. 5FT DRAINAGE EASEMENT  
 4. 15' DRAINAGE EASEMENT





\*VG-3679-2021-106389\*

**Wilson County  
Eva S. Martinez  
Wilson County Clerk**

**Instrument Number: 106389**

Real Property Recordings

Recorded On: May 05, 2021 01:47 PM

Number of Pages: 8

**" Examined and Charged as Follows: "**

Total Recording: \$50.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 106389  
Receipt Number: 20210505000029  
Recorded Date/Time: May 05, 2021 01:47 PM  
User: Krystle H  
Station: cclerk05

**Record and Return To:**

S.S. WATER SUPPLY CORP.  
*F-2* PO BOX 1000  
LA VERNIA TX 78121



**STATE OF TEXAS  
Wilson County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas**

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

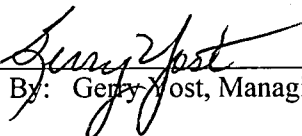


**MANAGEMENT CERTIFICATE FOR  
THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.**

The following information is being provided pursuant to Section 209.004, Texas Property Code:

1. Name of Subdivision: The Estates at Triple R Ranch
2. Name of the Association: The Estates at Triple R Ranch Owners Association, Inc.
3. Mailing Address: P.O. Box 780428  
San Antonio, Texas 78278-0428
4. Subdivision Plat information: Vol. 12, Pages 97-99, Unit 1 of the Plat records,  
Wilson County, Texas.
5. Declaration Information: Unit 1  
The Estates at Triple R Ranch Declaration  
Of Covenants, Conditions Easements and  
Restrictions to be effective on February 23,  
2021, recorded in Document Number 104451  
Pages 1-20 Official Public Records, Wilson  
County, Texas
6. Association Management or Representative: Homeowners Service Company  
P.O. Box 780428  
San Antonio, Texas 78278-0428  
Telephone: (210) 492-7264  
Email: [Ger2302@att.net](mailto:Ger2302@att.net)
7. Website address: [theestatesattriplerranchownersassociation.com](http://theestatesattriplerranchownersassociation.com)
8. Property transfer fee: Transfer fee: \$50.00  
Resale fee: \$300.00

The Estates at Triple R Ranch Owners  
Association, Inc.  
A Texas Non-Profit Corporation

  
By: Gerry Post, Managing Agent

STATE OF TEXAS

§  
§

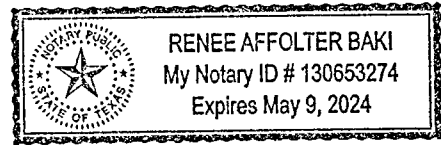
COUNTY OF WILSON

Before me, the undersigned notary public, on this day personally appeared **Gerry Yost**, Managing Agent of The Estates at Triple R Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identifications card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

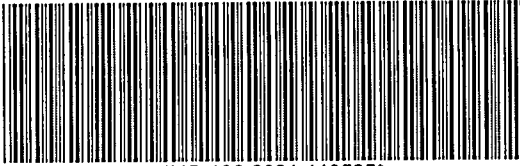
Given under my hand and seal of office the 9 day of August 2021

Renee Affolter Baki  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
The Estates at Triple R Ranch Owners Association, Inc.  
P.O. Box 780428  
San Antonio, Texas 78278-0428



Mgt. Cert. The Estates at Triple R Ranch Owners Association, Inc.



\*VG-186-2021-110595\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110595

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 110595  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

Record and Return To:

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.  
REGARDING PAYMENT PLAN GUIDELINES**

STATE OF TEXAS        S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON    S

Pursuant to Section 209.0062, Texas Property Code, **The Estates at Triple R Ranch Owners Association, Inc.**, acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to wit:

1. All payment plans must be in writing, signed by one or more owners of property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provides that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following of the approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion ; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 10th day of August, 2021

The Estates at Triple R Ranch Owners Association, Inc.

By: Will Rose  
Will Rose, Its President

Attest:  
By: Brandon Rose  
Brandon Rose, Its Secretary

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Will Rose, President, The Estates of Triple R Ranch Owners Association, Inc., on the date of execution set forth above

Tara Melanie BusseLMann  
Notary Public, State of Texas

STATE OF TEXAS S

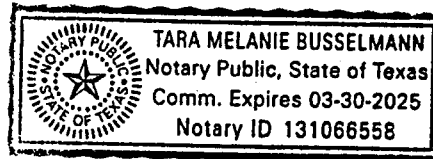
COUNTY OF WILSON S



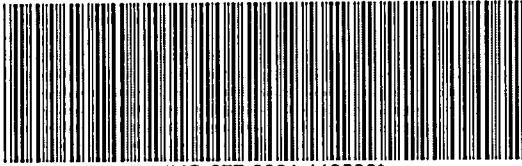
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Brandon Rose, Secretary, The Estates at Triple R Ranch Owners Association, Inc., on the date of execution set forth above.

Tara Melanie BusseLMann  
Notary Public, State of Texas

**AFTER FILING AND RECORDING RETURN TO:**  
The Estates at Triple R Ranch Owners Association, Inc.  
P.O. Box 780428  
San Antonio, Texas 78278-0428



Res: BOD Payment Plan- The Estates at Triple R Ranch Owners Association, Inc.



\*VG-677-2021-110596\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110596

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 110596  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

**Record and Return To:**

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.  
REGARDING RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS        S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON    S

Pursuant to Section 209.0062, Texas Property Code, **THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.**, acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to wit:

(a) Copy charge

(1) Standard paper copy. The charge for standard paper reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette - \$1.00
- (B) Magnetic tape – actual cost
- (C) Data cartridge – actual cost
- (D) Tape cartridge – actual cost
- (E) Rewritable CD (CD-RW) - \$1.00
- (F) Non-rewritable CD (CD-R) - \$1.00
- (G) Digital video disc (DVD) - \$3.00
- (H) JAZ drive-actual cost
- (I) Other electronic media- actual cost
- (J) VHS video cassette-\$2.50
- (K) Audio cassette - \$1.00
- (L) Oversize paper copy (e.g. 11 inches by 17 inches, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50;
- (M) Specialty paper (e.g. Mylar, blueprint, blue line, map, photographic – actual cost.

(b) Labor charge for locating, compiling, manipulating data and reproducing information.

(1) The charge for labor cost incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or few pages of paper records, unless the documents to be copies are located in:

(A) Two or more separate buildings that are not physically connected with each other, or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor

charge shall not be made for redacting confidential information for request of 50 or fewer pages, unless the request the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other, or

(B) A remote storage facility.

(5) For purposes of paragraph (2) (A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% for the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20=\$3.00

(d) Remote document retrieval charge.

To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) Miscellaneous supplies

The actual costs of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

(f) Postal and shipping charges

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By the signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 10th day of August 2021

The Estates at Triple R Ranch Owners Association, Inc.

By: Will Rose  
Will Rose, Its President

Attest:  
By: Brandon Rose  
Brandon Rose, Its Secretary



STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Will Rose, President, The Estates at Triple R Ranch Owners Association, Inc., on the date of execution set forth above

*Tara Melanie Busseman*  
Notary Public, State of Texas

STATE OF TEXAS S

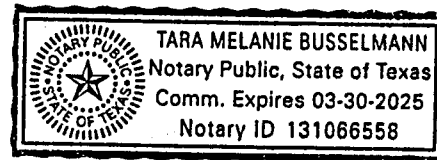
COUNTY OF WILSON S



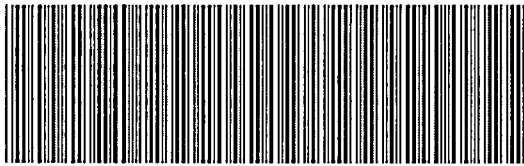
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Brandon Rose, Secretary, The Estates at Triple R Ranch Owners Association, Inc., on the date of execution set forth above.

*Tara Melanie Busseman*  
Notary Public, State of Texas

**AFTER FILING AND RECORDING RETURN TO:**  
The Estates at Triple R Ranch Owners Association, Inc.  
P.O. Box 780428  
San Antonio, Texas 78278-0428



Res: Regarding records/copying- The Estates at Triple R Ranch Owners Association, Inc.



\*VG-677-2021-110597\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110597

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 110597  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

**Record and Return To:**

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION  
REGARDING RECORDS RETENTION POLICY

STATE OF TEXAS S  
COUNTY OF WILSON S

KNOW ALL MEN BY THESE PRESENTS:

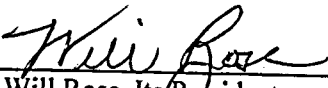
Pursuant to Section 209.0062, Texas Property Code, **The Estates at Triple R Ranch Owners Association**, acting through its Board of Directors, has adopted the following record retention policy, to wit:

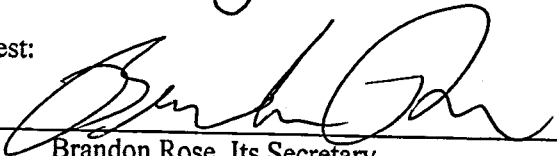
- (1) the certificate of formation (formerly known as articles of incorporation), by-laws restrictive covenants, and all amendments to the certificate of formation, by-laws, and covenants shall be retained permanently;
  - (2) financial books and record shall be retained for seven years;
  - (3) account records of current owners, shall be retained for five years,
  - (4) contracts with a term year of one year or more shall be retained for four years after the expiration of the contract term;
  - (5) minutes of meetings of the owners and the board shall be retained for seven years;
- and
- (6) tax returns and audit records shall be retained for seven years.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 10<sup>th</sup> day of August, 2021

The Estates at Triple R Ranch Owners Association.

By:   
Will Rose, Its President

Attest:  
By:   
Brandon Rose, Its Secretary

STATE OF TEXAS S

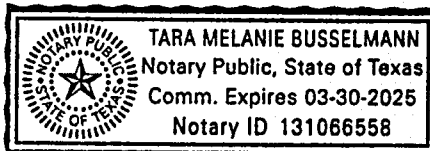
COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Will Rose, President, The Estates at Triple R Ranch Owners Association, on the date of execution set forth above

*Tara Melanie BusseLmann*  
Notary Public, State of Texas

STATE OF TEXAS S

COUNTY OF WILSON S

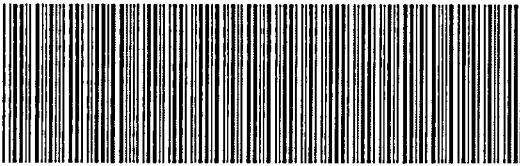


I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Brandon Rose, Secretary, The Estates at Triple R Ranch Owners Association, on the date of execution set forth above.

*Tara Melanie BusseLmann*  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
The Estates at Triple R Ranch Owners Association  
P.O. Box 780428  
San Antonio, Texas 78278-0428





\*VG-677-2021-110598\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110598

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 110598  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

Record and Return To:

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

**NOTICE OF FILING OF  
DEDICATORY INSTRUMENTS OF  
THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.**

STATE OF TEXAS     S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Notice is hereby given to all persons with any interest in or claim to any parts of the property with The Estates at Triple R Ranch Owners Association that said property is subject to the attached dedicatory instruments, to wit:

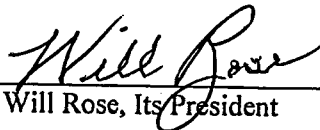
1. Architectural Guidelines

The foregoing constitute some but not all of the dedicatory instruments of the Association.

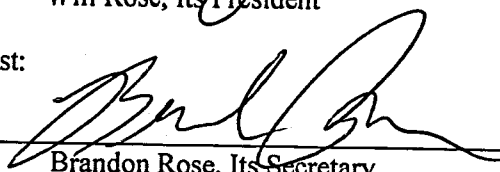
By their signature below the President and Secretary of the Association certify that the attached documents are dedicatory instruments of the Association.

Thus executed 10<sup>th</sup> day of August 2021

The Estates at Triple R Ranch Owners Association, Inc.

By:   
Will Rose, Its President

Attest:

By:   
Brandon Rose, Its Secretary

STATE OF TEXAS S

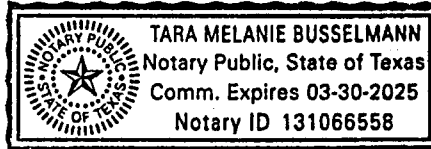
COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Will Rose, President, The Estates at Triple R Ranch Owners Association Inc., on the date of execution set forth above

*Tara Melanie Busse*  
Notary Public, State of Texas

STATE OF TEXAS S

COUNTY OF WILSON S



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Brandon Rose, Secretary, The Estates at Triple R Ranch Owners Association Inc., on the date of execution set forth above.

*Tara Melanie Busse*  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
The Estates at Triple R Ranch Owners Association, Inc.  
P.O. Box 780428  
San Antonio, Texas 78278-0428



Notice Ded. Instruments- The Estates at Triple R. Ranch Owners Association, Inc.

**THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.**  
**Architectural Request for Improvement and Reply form**

Lot Owner: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Cell \_\_\_\_\_

Approval requested for (attached 1 full set of detailed construction plans):

New House      Detached Garage or Carport      Fence  
Driveway      Other (please describe) \_\_\_\_\_

Start date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

**FOR ACC USE ONLY:**

Request:      Approved      Approved with conditions      Denied

If request approved with conditions, state required conditions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

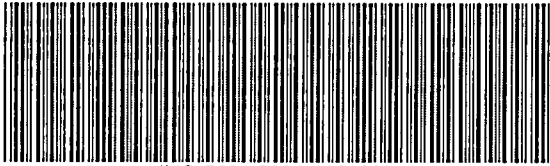
If request denied, state changes required for request to be reconsidered for approval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Committee Member** \_\_\_\_\_ **Date** \_\_\_\_\_

**Committee Member** \_\_\_\_\_ **Date** \_\_\_\_\_





\*VG-5161-2021-110599\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110599

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 110599  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

Record and Return To:

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

**BYLAWS OF  
THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.**

**ARTICLE I.  
NAME AND PRINCIPAL OFFICE**

Section 1.1 Name. The name of the organization is THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2 Principal Office. The principal office of the Association shall be located in Wilson County, Texas, but meetings of Members and Directors may be held at such places within Wilson County or any adjacent county as may be designated by the Board of Directors.

**ARTICLE II.  
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2.2 "Common Area" shall mean and refer to all real property to be owned and/or maintained and/or otherwise controlled by the Association for the common use and enjoyment of the Owners as more particularly described in the Declaration.

Section 2.3 "Developer" shall mean and refer to LA VERNIA HOMES, LTD., its successors and assigns.

Section 2.4 "Developer Control Period" shall mean that period of time beginning with the creation of the Association and ending with the transfer of title of the last Lot in the Subdivision by Developer.

Section 2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.

Section 2.6 "Lot" shall mean and refer to all plots of land subjected to the Declaration, with the exception of the Common Area.

Section 2.7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties (as defined below), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9 "Properties" shall mean and refer to that certain real property made subject to the Declaration, and such additional property that may annexed thereto pursuant to Article II, Section 2.06 of the Declaration.

### ARTICLE III. VOTING AND MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of formation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date designated by the Board of Directors.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-tenth of the membership.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice (postage prepaid, at least ten, but not more than sixty, days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The presence at the meeting of absentee ballots, electronic ballots, and/or physical persons of Members entitled to cast (or of proxies entitled to cast) one-tenth of the votes, shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members and their proxies present shall have power to adjourn and reconvene the meeting from time to time, subject to the notice requirement of Section 3.3 above, until a quorum as aforesaid shall be present or be represented. At any such reconvened meeting following adjournment due to failure to obtain a quorum, the presence at the meeting of Members, their absentee ballots, electronic ballots and/or proxies entitled to collectively cast one-twentieth of the votes shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws

Section 3.5 Ballots and Proxies. At all meetings of Members, each Member may vote by absentee ballot, electronic ballot, in person or by proxy. All ballots and proxies shall be written, signed and dated. Every proxy shall be revocable and shall automatically expire eleven months after the date of its execution or upon conveyance by the Member of his Lot, whichever occurs first. The Board of Directors of the Association may designate an official ballot and/or proxy form, in which case only the official form shall be valid. Members shall be entitled to obtain from the Secretary as many official forms as they may request.

Section 3.6 Voting Rights and Classes of Membership. The Association shall have two classes of voting membership.

a. Class A Lots. Class A Lots shall be all Lots except Class B Lots, as the same is hereafter described. Each Class A Lot shall entitle the Owner of said Lot one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

b. Class B Lots. Class B lots shall be all lots owned by Developer, which have not been converted to Class A Lots as, provided in paragraphs (1) or (2) below. The Developer shall be entitled to ten (10) votes for each Class B Lot owned by Developer. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

1. When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing more lots is annexed to the existing property hereof; or

2. On December 31, 2026, whichever event shall last occur.

When Class B Lots cease to exist and are converted to Class A Lots, Developer shall have the same voting rights as other owners of Class A Lots.

Notwithstanding any other provisions to the contrary herein if it shall appear any time prior to December 31, 2026, that the voting formulas herein above established shall result in the Owner of lots other than Developer being privileged to cast in the aggregates as many as, or more votes than the aggregate number privileged to be cast by Developer, then, in such event, Developer shall be privileged to cast a total number of votes equal to the number of votes which all other Owners are entitled to cast, plus one additional vote, After December 31, 2026, the number of votes which Developer shall be privileged to cast, shall be determined in accordance with subsections (a) and (b) of this article.

#### ARTICLE IV.

#### BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of this Association shall be managed by a Board of three Directors. The number of Directors may be changed by amendment of these Bylaws of the Association. Notwithstanding the foregoing, Developer shall have the sole authority to appoint and remove members of the Board of Directors and officers of the Association, until ten years after the date the Declaration is recorded. No later than 120 days after the tenth anniversary of the recording of the Declaration, at least one-third of the Board members must be elected by owners other than Developer. Thereafter, Developer shall appoint or elect all remaining members of the Board of Directors and all officers of the Association until Developer has sold its last Lot in the Subdivision. Developer may relinquish control over the appointment of the Board of Directors and officers of the Association prior to the tenth anniversary of the recording of the Declaration by an instrument in writing signed by a duly-authorized representative of the Developer.

Section 4.2 Term of Office. Prior to the expiration of Developer Control over election or appointment of at least one of the members of the Board of Directors of the Association, all Directors shall serve terms of three years. At the first annual meeting during which an election of Directors is held following expiration of Developer Control over election or appointment of at

least one of the members of the Board of Directors of the Association, Members shall elect the entire Board of Directors as follows: one Director shall be elected for a term of one year, one Director shall be elected for a term of two years, and one Director shall be elected to a term of three years; thereafter, all Directors shall be elected for three year terms.

Section 4.3 Resignation or Removal. Directors may resign upon written notice. The Board of Directors may permit any resignation to be withdrawn and/or rescinded. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Failure of the Association and/or Nominating Committee to comply with this Section shall not invalidate any election results.

Section 5.2 Election. Election to the Board of Directors shall be by written ballot or, if uncontested, by acclamation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Qualification. Any person elected or appointed pursuant to the Certificate of Formation of the Association, or by Developer, may serve as a Director, provided, however, that no other person shall be eligible for election unless they are at the time of nomination an Owner of a Lot, as defined above.

#### ARTICLE VI. MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each year, at such place within Wilson County, Texas, or any adjacent county, and at such hour, as may be fixed from time to time by the Board of Directors.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director, unless notice is waived in writing by each Director.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4 Open Meetings.

During the Developer Control Period, meetings of the Board need not be open to attendance by the Members, except for meetings conducted for one or more of the following purposes:

- a. Adopting or amending the governing documents, including the Declaration, Bylaws, rules and regulations of the Association;
- b. Increasing the amount of regular assessments of the Association or adopting or increasing a special assessment;
- c. Electing non-developer Board members of the Association or establishing a process by which those members are elected; or,
- d. Changing the voting rights of Members of the Association.

After expiration of the Developer Control Period, meetings of the Board of Directors shall be open to attendance by the Members of the Association, subject to the right of the Board of Directors to adjourn a Board meeting and reconvene in closed executive session to consider:

- a. Actions involving personnel;
- b. Pending or threatened litigation;
- c. Contract negotiations;
- d. Enforcement actions;
- e. Confidential communications with the Association's attorney;
- f. Matters involving the invasion of privacy of individual owners; or
- g. Matters that are to remain confidential by request of the affected parties and agreement of the Board.

If the Board adjourns an open meeting and reconvenes in closed executive session, following such executive session it shall announce an oral summary of any decisions made and expenditures approved in executive session, and shall include the summary in the minutes of the meeting. The summary must be in general terms and may not breach the privacy of any individual owner, violate any privilege, or disclose information that was to remain confidential at the request of the affected parties.

A Board meeting may be held by electronic or telephonic means provided that:

- a. Each Board member may hear and be heard by every other Board member;
- b. Except for any portion of the meeting conducted in executive session, all Owners in attendance at the meeting may hear all Board members and Owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate; and

- c. The notice of the meeting includes instructions for Owners to access any communication method used or expected to be used by a Board member to participate.

#### Section 6.5 Meeting Notices.

Directors shall be entitled to written notice of all meetings delivered at least seventy-two hours in advance.

Notice of (1) meetings of the Board of Directors that occur during the Developer Control Period that are required to be open to the Members of the Association, and (2) all meetings of the Board of Directors that occur after the Developer Control Period, shall be provided to the Members of the Association, including the date, hour, place, general subject of each meeting of the Board of Directors, and a general description of any matter that may be brought up for deliberation in executive session. The notice shall be:

(1) mailed to each property owner not later than the tenth day or earlier than the sixtieth day before the date of the meeting; or

(2) provided at least seventy-two hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's Members:

(i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or

(ii) on any Internet website maintained by the Association or other Internet media; and

(B) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's duty to keep an updated e-mail address registered with the Association.

#### Section 6.6 Actions Without Meeting.

The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Owners, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in a meeting for which prior notice was given to Owners, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval;
- (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;

- (11) the approval of an annual budget that increases the budget by more than ten percent;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

ARTICLE VII.  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the right to use of Common Areas, if any, of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right may be suspended after notice and opportunity for a hearing for a period not to exceed sixty days for infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Formation or the Declaration.
- (d) Enter into contracts with independent contractors or municipalities for police or security protection, fire protection, landscaping services, and sanitary services such as garbage collection.
- (e) Employ a manager, independent contractors, attorneys, accountants, auditors, or such other employees as they deem necessary, and to prescribe their duties.
- (f) Cause audited or unaudited reports of the business affairs of the Association to be prepared from time to time.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Keep a complete record of all its acts and corporate affairs, and to make those records available to the membership upon written request made in compliance with applicable law;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessments against each Lot at least thirty days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period; and,
  - (3) Foreclose the lien against any property for which assessments are not paid within sixty days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;



- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; and,
- (f) Cause the Common Area to be maintained.

## ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, create by resolution.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members after expiration of Developer Control Period.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may permit any resignation to be withdrawn and/or rescinded.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created, pursuant to Section 8.4 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the Members of the Association, together with their addresses; certify official actions of the Association; and shall perform such other duties as required by the Board.

(c) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep proper books of account; cause an unaudited annual financial statement of the Association books to be prepared at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. Duties of the Treasurer may be assigned to the Association's management company.

#### ARTICLE IX. BOOKS AND RECORDS

Section 9.1 The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection and copying by any Member, or their agent, accountant or attorney, pursuant to the requirements of Texas law, including, without limitation, Section 209.005, Texas Property Code. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE X. COMMITTEES

The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XI. AMENDMENTS

Section 12.1 These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of the Members present in person or by proxy or by electronic or absentee ballot. These Bylaws may also be amended by a vote of a majority of the Board of Directors.

Section 12.2 In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII.  
MISCELLANEOUS

Section 13.1 The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year, except that the first fiscal year shall begin on the date of formation and end on the last day of December of that year.

IN WITNESS WHEREOF, we, being all of the Initial Directors of THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC., have hereunto set our hands as of this 2 day of AUGUST, 2021.

APPROVAL OF INITIAL DIRECTORS:

Will Rose  
WILL ROSE

Brandon Rose  
BRANDON ROSE

Dustin Rose  
DUSTIN ROSE

THE STATE OF TEXAS }

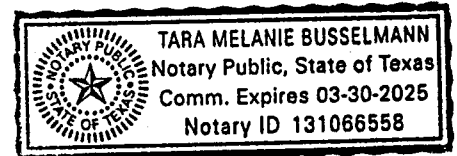
COUNTY OF WILSON }

This instrument was acknowledged before me on AUGUST, 2<sup>nd</sup>, 2021 by WILL ROSE.

Tara Melanie Busse  
Notary Public, State of Texas

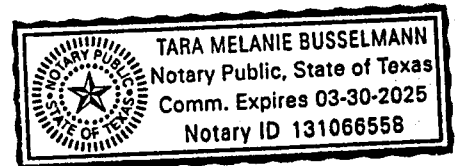
THE STATE OF TEXAS }

COUNTY OF WILSON }



This instrument was acknowledged before me on AUGUST, 2<sup>nd</sup>, 2021 by BRANDON ROSE.

Tara Melanie Busse  
Notary Public, State of Texas



THE STATE OF TEXAS            }

COUNTY OF WILSON            }

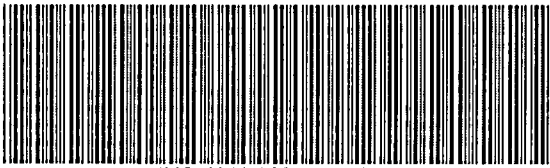
This instrument was acknowledged before me on AUGUST 2<sup>nd</sup>, 2021 by DUSTIN ROSE.

*Tara Melanie Busse*

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:  
La Vernia Homes, Ltd.  
P.O. Box 430  
La Vernia, Texas 78121





\*VG-5943-2021-110600\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110600

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 110600  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

**Record and Return To:**

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

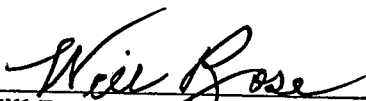
*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

# CORPORATE DOCUMENTS OF THE ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION, INC.


Pursuant to the requirements of Chapter 202 of the Property Code of the State of Texas, attached please find a true and correct copy of the certificate of formation documents of The Estates at Triple R Ranch Owners Association, Inc., an association formed pursuant to the Declaration of Covenants, Conditions and Restrictions of The Estates at Triple R Ranch, Unit 1 as recorded under Document Number 104451 of the Official Public Records of Wilson County, Texas, and pertaining to The Estates at Triple R Ranch, Unit 1, a Subdivision situated in Wilson County, Texas as recorded in Volume 12, Pages 97-99 of the plat records of Wilson County, Texas.

I certify that the attached documents are true and correct copies of the originals which are on file in the records of The Estates at Triple R Ranch Owners Association, Inc.

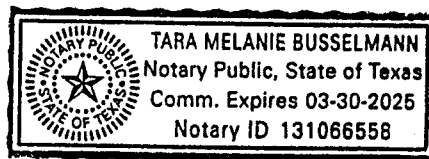
  
\_\_\_\_\_  
Will Rose, Director and President

State of Texas       \*  
                              \*  
County of Wilson    \*

This instrument was acknowledged before me on the 13<sup>th</sup> day of August, 2021 by Will Rose, President of The Estates at Triple R Ranch Owners Association, Inc. a Texas non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas

**After Recording Return to:**  
The Estates at Triple R Ranch Owners Association, Inc.  
P.O. Box 430  
La Vernia, TX 78121



Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Ruth R. Hughs  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

The Estates at Triple R Ranch Owners Association, Inc.  
File Number: 803929009

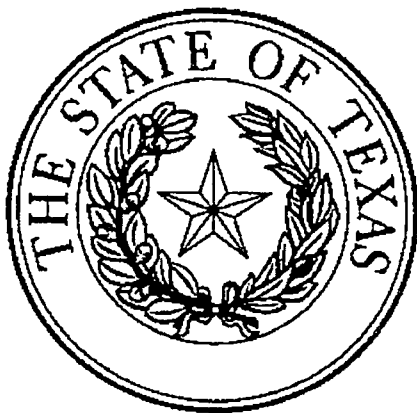
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/05/2021

Effective: 02/05/2021



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs  
Secretary of State

Form 202

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Nonprofit Corporation**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 803929009 02/05/2021  
Document #: 1026185380002  
Image Generated Electronically  
for Web Filing

Filing Fee: \$25

**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**The Estates at Triple R Ranch Owners Association, Inc.**

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Brandon Rose**

C. The business address of the registered agent and the registered office address is:

Street Address:

**174 County Road 360 La Vernia TX 78121**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Will Rose**

Title: **Director**

Address: **PO Box 430 La Vernia TX, USA 78121**

Director 2: **Dustin Rose**

Title: **Director**

Address: **PO Box 430 La Vernia TX, USA 78121**

Director 3: **Brandon Rose**

Title: **Director**

Address: **PO Box 1179 La Vernia TX, USA 78121**

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**The purposes of the Corporation shall be all lawful purposes of a nonprofit corporation, including but not limited to governing The Estates at Triple R Ranch Subdivision, Wilson County, Texas, administering the Declaration of**



**Covenants, Conditions and Restrictions for The Estates at Triple R Ranch Subdivision, as it now exists and as it may hereinafter be amended, maintaining and administering the common area of The Estates at Triple R Ranch Subdivision, and the common area of any additional properties which may come within the jurisdiction of the Association, collecting and disbursing the assessments and charges under the Declaration of Covenants, Conditions and Restrictions for The Estates at Triple R Ranch Subdivision, and similarly dealing with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.**

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer are set forth below.

**Brandon Rose                      PO Box 1179, La Vernia, TX 78121**

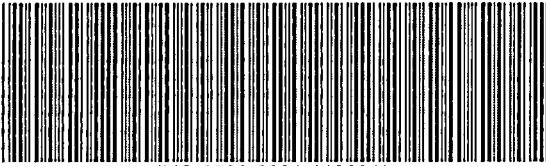
**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Brandon Rose**

Signature of organizer.

FILING OFFICE COPY



\*VG-3538-2021-110601\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 110601

Real Property Recordings

Recorded On: August 17, 2021 11:00 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 110601  
Receipt Number: 20210817000014  
Recorded Date/Time: August 17, 2021 11:00 AM  
User: Mary S  
Station: cclerk02

Record and Return To:

ESTATES AT TRIPLE R RANCH OWNERS ASSOCIATION INC  
PO BOX 780428  
SAN ANTONIO TX 78278-0428



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

**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**

**Date:** October 22, 2021

**Grantor:** La Vernia Homes, Ltd., a Texas limited partnership

**Grantor's Mailing Address:**

P. O. Box 430  
La Vernia, Texas 78121

**Grantee:** TruCraft Home Builders LLC, a Texas limited liability company

**Grantee's Mailing Address:**

7115 Ribbon Creek  
San Antonio, Texas 78238

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Tract 1:

Lot 27, The Estates at Triple R Ranch, Unit 1, according to plat thereof recorded in Volume 12, Pages 97-99 of the Map and Plat Records of Wilson County, Texas.

Tract 2:

Lots 43 and 44, The Estates at Triple R Ranch, Unit 1, according to plat thereof recorded in Volume 12, Pages 97-99 of the Map and Plat Records of Wilson County, Texas.

Tract 3:

Lot 47, The Estates at Triple R Ranch, Unit 1, according to plat thereof recorded in Volume 12, Pages 97-99 of the Map and Plat Records of Wilson County, Texas.

Tract 4:

Lot 51, The Estates at Triple R Ranch, Unit 1, according to plat thereof recorded in Volume 12, Pages 97-99 of the Map and Plat Records of Wilson County, Texas.

Tract 5:

Lot 79, The Estates at Triple R Ranch, Unit 1, according to plat thereof recorded in Volume 12, Pages 97-99 of the Map and Plat Records of Wilson County, Texas.

**Reservations from Conveyance:**

SAVE AND EXCEPT, and subject to the herein contained limitations upon usage of the surface estate, there is hereby reserved unto Grantor, its successors and assigns forever, all of the oil, gas and other minerals in and under and that may be produced from the above described property (the "Property").

However, Grantor does hereby grant and convey unto Grantee, its successors and assigns, one-fourth (1/4th) of Grantor's royalty interest, non-participating, in and under the Property. It shall not be necessary for the Grantee, its successors and assigns, to join in the execution of any oil, gas or mineral lease covering said royalty interest herein conveyed, and the Grantor herein, its successors and assigns, shall have the right to lease said land for oil, gas and other minerals, provided, however, that all such leases shall provide for royalty of not less than One Sixth (1/6th):

- (a) On oil, gas and other minerals, liquid or solid;
- (b) Of the net proceeds from the sale of liquid hydrocarbons such as gasoline, butane, propane or from the sale of any other manufactured or processed by-products extracted or recovered from said natural gas or casing head gas; and
- (c) Of the net proceeds derived from the sale of all residue gas or its by-products.

Grantee shall not participate in the bonuses or any other benefits paid for any oil, gas or other mineral lease covering the Property nor any money rentals which may be paid to extend the time within which a well may be begun under the terms of any lease covering the Property, or any part thereof, nor shall Grantee participate in any rentals or shut-in gas well royalty to be paid under any such lease.

In addition, Grantor, its successors and assigns, and any oil, gas and mineral lessee of Grantor, retains the right to pool or unitize Grantee's royalty interest and the Property without ratification or joinder by Grantee, its successors or assigns and any such pool or unit will be binding upon Grantee, its successors and assigns.

Further, and notwithstanding the above severance and reservation of mineral rights, Grantor, for Grantor's heirs, executors, devisees, lessees, and assigns, does hereby waive and relinquish any right whatsoever to use the surface estate of the property conveyed herein for the exploration and development of, or production from, the mineral estate, except for seismic survey. Grantor further restricts its use of the mineral estate to exploration and development only by horizontal drilling and production techniques with any entry to the mineral estate initiated from and located on properties other than that conveyed herein, with no drilling locations, tank batteries, pipelines or production facilities ever to be located on the property conveyed herein, except with Grantee's written consent. This restrictive covenant pertaining to the mineral estate shall benefit Grantee, its successors and assigns and shall run with the land. Grantor, its successors, lessees, or assigns may perform seismic surveys on the Property. Any damages to the surface occasioned by such surveys shall be repaired and the Property returned to its previous condition as near as practical.

FURTHER SAVE AND EXCEPT, Grantor reserves unto Grantor, its successors and assigns forever all subsurface water in, under and that may be produced from the Property; however, Grantor may not use any portion of the surface of said property for exploring, drilling or producing any such water, except with the Grantee's written consent. The term "water" as used herein includes all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in and under, or that may be produced from, the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it. Notwithstanding anything to the contrary however, Grantee and future owners of the surface of the Property shall have the right to produce water from the Property for residential uses on the Property and livestock/agricultural uses on the Property without having to compensate the Grantor, its successors or assigns, subject to the following considerations:

- a) The water may not be sold to a third party without the written consent of and compensations of Grantor; and
- b) The water may only be used on the Property.

**Exceptions to Conveyance and Warranty:**

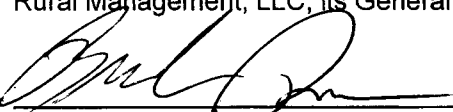
This conveyance is made and accepted subject to any and all conditions, easements, restrictions, covenants, and reservations appearing of record relating to the above-described property in the real property records of Wilson County, Texas.

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 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.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. Failure of any party hereto to execute this instrument or a counterpart thereof shall not render it ineffective as to any party hereto who does execute it or a counterpart thereof but shall be binding upon each executing party and its successors and assigns. If counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

La Vernia Homes, Ltd., a Texas limited partnership  
By: Rural Management, LLC, its General Partner

By:   
\_\_\_\_\_  
Brandon Rose, Vice President

ACCEPTED:

TruCraft Home Builders LLC, a Texas limited liability company

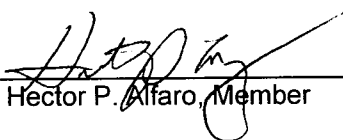
By: \_\_\_\_\_  
Hector P. Alfaro, Member

La Vernia Homes, Ltd., a Texas limited partnership  
By: Rural Management, LLC, its General Partner

By: \_\_\_\_\_  
Brandon Rose, Vice President

ACCEPTED:

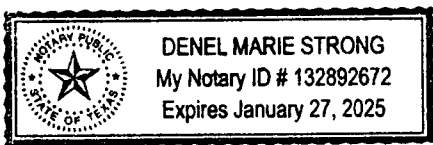
TruCraft Home Builders LLC, a Texas limited liability company

By:  \_\_\_\_\_  
Hector P. Alfaro, Member

ACKNOWLEDGMENTS

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on October 12<sup>nd</sup>, 2021, by Brandon Rose, Vice President of Rural Management, LLC, as General Partner on behalf of La Vernia Homes, Ltd., a Texas limited partnership.



Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25

STATE OF TEXAS §  
COUNTY OF WILSON §

Before me, the undersigned notary public, on this day personally appeared HECTOR P. ALFARO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that HECTOR P. ALFARO executed the same as the act of TruCraft Home Builders LLC, a Texas limited liability company, as a Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

PREPARED IN THE OFFICE OF:  
Robert Harvey & Associates, P.C.  
3586 Highway 181 North  
Floresville, TX 78114

AFTER RECORDING RETURN TO:  
TruCraft Home Builders LLC  
7115 Ribbon Creek  
San Antonio, Texas 78238



**ACKNOWLEDGMENTS**

STATE OF TEXAS                   §  
COUNTY OF WILSON           §

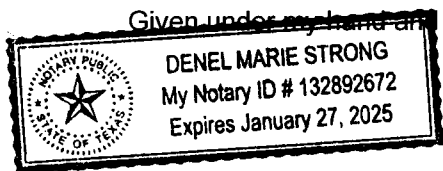
This instrument was acknowledged before me on October \_\_\_\_\_, 2021, by Brandon Rose, Vice President of Rural Management, LLC, as General Partner on behalf of La Vernia Homes, Ltd., a Texas limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF WILSON           §

Before me, the undersigned notary public, on this day personally appeared HECTOR P. ALFARO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that HECTOR P. ALFARO executed the same as the act of TruCraft Home Builders LLC, a Texas limited liability company, as a Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of October, 2021.



Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25

PREPARED IN THE OFFICE OF:  
Robert Harvey & Associates, P.C.  
3586 Highway 181 North  
Floresville, TX 78114

AFTER RECORDING RETURN TO:  
TruCraft Home Builders LLC  
7115 Ribbon Creek  
San Antonio, Texas 78238



\*VG-4905-2021-113327\*

**Wilson County  
Eva S. Martinez  
Wilson County Clerk**

**Instrument Number: 113327**

Real Property Recordings

Recorded On: October 22, 2021 02:25 PM

Number of Pages: 8

**" Examined and Charged as Follows: "**

Total Recording: \$50.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 113327  
Receipt Number: 20211022000057  
Recorded Date/Time: October 22, 2021 02:25 PM  
User: Loretta R  
Station: cclerk03

**Record and Return To:**

TRUCRAFT HOME BUILDERS, LLC  
7115 RIBBON CREEK  
SAN ANTONIO TX 78238



**STATE OF TEXAS  
Wilson County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas**

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

CC 2/14/2022  
Item 13, h

Adopted March 22, 2010

ATTACHMENT 19

LA VERNIA HOMES, LTD.

(Owner of Development)

TO

COUNTY OF WILSON, TEXAS

DEDICATION AND CONVEYANCE OF ROADS

STATE OF TEXAS §  
COUNTY OF WILSON §

WHEREAS, LA VERNIA HOMES, LTD., the undersigned, is the developer of THE ESTATES AT TRIPLE R RANCH, UNIT 1 Subdivision, as shown by plat of record of Volume 12 Page 97 of the plat records of the County of Wilson, Texas; and

WHEREAS, it is the desire of such developer to dedicate and convey all of the roads shown on such plat to the County of Wilson; and

WHEREAS, the County of Wilson, finding the public interest has been established, desires to accept such dedication as is evidenced by the signature of the County Judge, and attestation by the County Clerk attached hereto;

NOW THEREFORE, the undersigned does hereby dedicate and convey, in accordance with the provisions of Chapter 281, Texas Transportation Code, all of the following roads, streets, highways, alleys and right-of-ways to wit: all roads, streets, highways, alleys as shown or delineated on the plat of the THE ESTATES AT TRIPLE R RANCH, UNIT 1 Subdivision filed for record in Volume 12 Page 97 of the plat records of the County of Wilson, Texas.

This dedication shall be effective only upon acceptance by the County of Wilson, as evidenced by the signature of the County Judge and the attestation by the County Clerk attached hereto.

Notwithstanding the terms of this instrument, however, nothing contained herein shall in any way waive or alter the obligation upon the developer to maintain and comply with the bonding requirements contained in the Wilson County Subdivision and Development Rules and Regulations, nor shall it in any manner excuse any violation of such subdivision regulations, but rather, as a portion of the consideration for the acceptance of this dedication, the grantor agrees

Adopted March 22, 2010

and binds himself to comply with all the regulations of the subdivision regulations of the Commissioners Court of the County of Wilson, Texas, as the same or currently in force as of the date of this Acceptance, including the obligation to reimburse the County for ad valorem taxes due, or to become due, for this road right-of-way. However, nothing contained herein shall in any manner make additional requirements nor obligations of the grantor other than or as expressly stated in the date hereof.

To have and to hold all of such roads, streets, highways, alleys and right-of-ways unto the County of Wilson, acting through Commissioners Court of the County of Wilson, absolutely and forever, and the undersigned does hereby bind itself/himself, its/his successors and assigns to forever warrant and forever defend title to such roads, streets, highways, alleys and right-of-ways unto the County of Wilson, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Signed this the 7 day of February, 2022

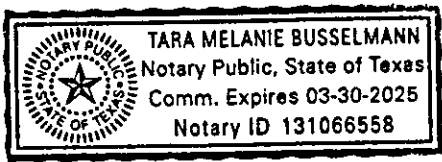
Will Rose  
LA VERNIA HOMES, LTD  
RURAL MANAGEMENT, LLC., GENERAL PARTNER  
WILL ROSE, MANAGING MEMBER

(CORPORATE ACKNOWLEDGEMENT)

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on this the 7 day of FEBRUARY, 2022  
by WILL ROSE, MANAGING MEMBER of RURAL MANAGEMENT, LLC.  
(name of officer) (title of officer) (name of corporation)  
a TEXAS corporation, on behalf of said corporation.  
(state)

Tara Melanie Busse  
Notary Public in and for the State of Texas  
My commission expires: 3-30-25



CC 2/14/2022  
Item 13, h

Adopted March 22, 2010

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_.

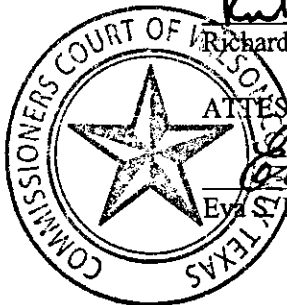
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

**ACCEPTANCE:**

This dedication is hereby accepted by the Commissioners Court of the County of Wilson, Texas,  
on this the 14 day of Feb, 2022

Richard L. Jackson  
Richard L. Jackson, County Judge

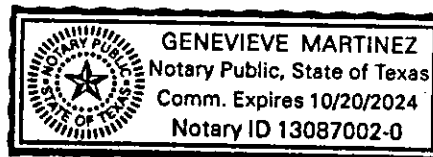
ATTEST:  
Eva S. Martinez  
Eva S. Martinez, County Clerk

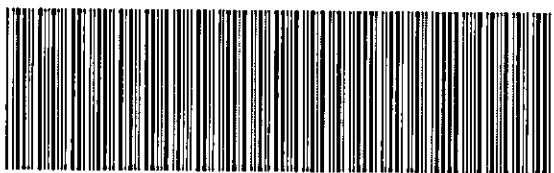


STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on this the 14<sup>th</sup> day of February, 2022,  
by Richard L. Jackson, County Judge of the County of Wilson, Texas.

[Signature]  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 10-20-2024





\*VG-4090-2022-117399\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 117399

Real Property Recordings

Recorded On: February 15, 2022 03:22 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$0.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 117399  
Receipt Number: 20220215000039  
Recorded Date/Time: February 15, 2022 03:22 PM  
User: Krystle H  
Station: cclerk05

**Record and Return To:**

WILSON COUNTY CLERKS OFFICE  
PO BOX 27  
FLORESVILLE TX 78114

F: EMA



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

## MINERAL AND GROUNDWATER RIGHTS WARRANTY DEED

**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.**

**Date:** MAY 10, 2022

**Grantor:** LA VERNIA HOMES, LTD, a Texas limited partnership  
P.O. BOX 430  
LA VERNIA, WILSON COUNTY, TEXAS 78121

**Grantees:** DUSTIN ROSE, a single man  
389 COUNTY ROAD 356  
ADKINS, WILSON COUNTY, TEXAS 78101

BRANDON ROSE, a married man dealing with nonhomestead separate property  
P.O. BOX 1179  
LA VERNIA, WILSON COUNTY, TEXAS 78121

**Consideration:** \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property:**

All of Grantor's undivided interest in oil, gas and other minerals in and under and that may be produced from the real property described below and for the same consideration all of Grantor's interest in Groundwater Rights in this real property:

92.06 acres out of the William Calvin Survey, Abstract No. 83 and the Thomas Toby Survey, Abstract No. 328, Wilson County, Texas; being the residual of a 1419.893 acre tract described in Volume 1334, Page 769, Official Public Records of Wilson County, Texas; said 92.06 acre tract being more particularly described by metes and bounds below:

**BEGINNING** at a 1/2" iron rod found for an interior corner of a 32.920 acre tract described in Volume 2076, Page 655, Official Public Records of Wilson County, Texas and the south corner hereof;

THENCE North 77° 36' 15" West, a distance of 946.08 feet along a northeast line of said 32.920 acre tract to a 1/2" iron rod set for the south corner of The Estates at Triple R Ranch, Unit 1, Wilson County, Texas as shown on plat, recorded in Volume 12, Pages 97- 99, Plat Records of Wilson County, Texas and the southwest corner hereof;

THENCE along the common lines of The Estates at Triple R Ranch, Unit 1, the following 7 courses:

1. North 12° 13' 58" East, a distance of 2006.93 feet to a 1/2" iron rod set for an interior corner hereof;
2. North 77° 46' 02" West, a distance off 229.12 feet to a 1/2" iron rod set for a south corner of Estate Drive for a west corner hereof;
3. North 12° 13' 58" East, a distance of 70.00 feet along the southeast line of Estate Drive to a 1/2" iron rod set the east corner of Estate Drive and a corner hereof;
4. North 12° 13' 58" East, a distance of 300.00 feet to a 1/2" iron rod set for the northwest corner hereof;
5. South 77° 46' 02" East, a distance of 1698.44 feet to a 1/2" iron rod set for the northeast corner hereof;
6. South 10° 27' 47" West, a distance of 297.60 feet to a 1/2" iron rod set for an interior corner hereof;

7. South 87° 58' 21" East, a distance of 210.03 feet to a ½" iron rod set in the northwest line of a 21.970 acre tract described in Volume 1976, Page 553, Official Public Records of Wilson County, Texas for a northeast corner hereof;

THENCE South 10° 19' 13" West, a distance of 314.79 feet along the northwest line of said 21.970 acre tract to a ½" iron rod found for the south corner of said 21.970 acre tract, a northwest corner of a 14.451 acre tract described in Document No. 105498, Official Records of Wilson County, Texas and a corner hereof;

THENCE South 10° 27' 10" West, a distance of 198.60 feet along the northwest line of said 14.451 acre tract to a ½" iron rod found for the west corner of said 14.451 acre tract and an interior corner hereof;

THENCE South 30° 26' 54" East, a distance of 670.57 feet along the southwest lines of said 14.451 acre tract and a 14.67 acre tract described in Volume 2109, Page 821, Official Public Records of Wilson County, Texas to a ½" iron rod set in the northwest line of said 32.920 acre tract for the south corner of said 14.67 acre tract and the east corner hereof;

THENCE South 59° 37' 34" West, a distance of 1644.54 feet along the northwest line of said 32.920 acre tract to the **POINT OF BEGINNING**.

**Groundwater:** All of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Real Property, excluding underflow or flow in a defined subterranean channel.

**Groundwater Rights:** (1) The Groundwater and the right to test, explore for, drill for, develop, withdraw, capture, or otherwise beneficially use the Groundwater; (2) the right to use the surface of the Real Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) all permits, licenses, or other governmental authorizations relating to any of the foregoing.

**Reservations from Conveyance and Waiver:**

Grantor **RESERVES** the right to underground water for domestic use on the property. Grantor and or it's assigns may drill water wells and produce water for use on the property for residential development on site, but not for sale of off-site purposes, resale or hauling off the property.

Grantee, Grantee's heirs, executors, devisees, lessees, and assigns **WAIVE** and relinquish any right whatsoever to use the surface estate of the Property herein for the exploration and development of, or production from, the mineral estate, except for seismic survey. Grantee is further restricted for the use of the mineral estate to exploration and development only by horizontal drilling and production techniques with any entry to the mineral estate initiated from and located on properties other than this Property herein, with no drilling locations, tank batteries, pipelines, or production facilities ever to be located on this Property. This restrictive covenant pertaining to the mineral estate shall run with this Property. Grantee, its successors, lessees, or assigns may perform seismic surveys on the Property. Any damages to the surface occasioned by such surveys shall be repaired and the property return to its previous condition as near as practical.

**Exceptions to Conveyance and Warranty:**

This deed is subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property.

This deed if further subject to (a) all interests in minerals or royalties previously severed or vested in third parties and not currently owned by Grantor, (b) all valid oil and gas leases, (c) all valid royalty agreements, pooling agreements and designations of pooled units, (d) all valid encumbrances of every kind and character, (e) discrepancies in acreage; (f) the rights of any person lawfully in possession of the premises, whether by recorded or unrecorded instrument or otherwise.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS, AND CONVEYS** to each Grantee, as their separate property, and undivided 50% of Grantor's interest in oil, gas and other minerals in and under and that may be produced from the lands herein described together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee, as their separate property, 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 all of Grantor's interest in oil, gas and other minerals in and under



and that may be produced from the lands herein described unto 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.

Grantor, for the same Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS, AND CONVEYS** to each Grantee, as their separate property, an undivided 50% of Grantor's Groundwater Rights, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee, as their separate property, 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 Groundwater Rights 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.

Grantees signed below to acknowledge their acceptance of this deed and agreement to the covenants and waiver.

**GRANTOR:**

**GRANTEES:**

LA VERNIA HOMES, LTD, a Texas limited partnership, by its General Partner, RURAL MANAGEMENT, LLC, a Texas limited liability company

  
\_\_\_\_\_  
WILL ROSE, Managing Member

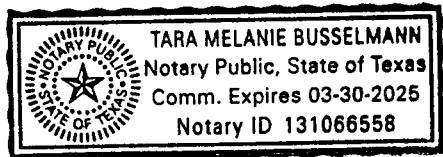
  
\_\_\_\_\_  
DUSTIN ROSE

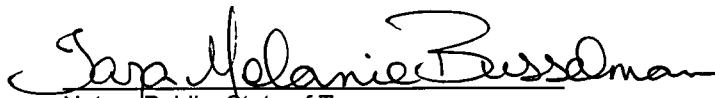
  
\_\_\_\_\_  
BRANDON ROSE

STATE OF TEXAS §

COUNTY OF WILSON §

This instrument was acknowledged before me on MAY 11, 2022 by WILL ROSE, acting in his capacity as Managing Member of RURAL MANAGEMENT, LLC, a Texas limited liability company, as General Partner for LA VERNIA HOMES, LTD. a Texas limited partnership.



  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WILSON §

This instrument was acknowledged before me on MAY 11, 2022 by DUSTIN ROSE.

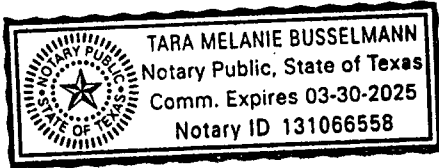


*Tara Melanie BusseLMann*  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WILSON §

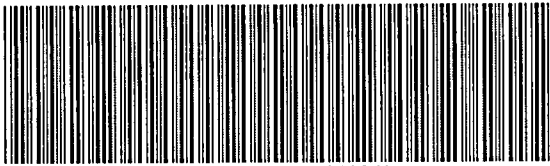
This instrument was acknowledged before me on MAY 12, 2022 by BRANDON ROSE.



*Tara Melanie BusseLMann*  
Notary Public, State of Texas

**RECORD AND RETURN TO:**

LA VERNIA HOMES, LTD.  
P.O. BOX 430  
LA VERNIA, TEXAS 78121



\*VG-1922-2022-121304\*

Wilson County  
Eva S. Martinez  
Wilson County Clerk

Instrument Number: 121304

Real Property Recordings

Recorded On: May 23, 2022 10:03 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 121304  
Receipt Number: 20220523000011  
Recorded Date/Time: May 23, 2022 10:03 AM  
User: Georgina L  
Station: cclerk01

**Record and Return To:**

WILL ROSE  
PO BOX 430  
LA VERNIA TX 78121



STATE OF TEXAS  
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

*Eva S. Martinez*

Eva S. Martinez  
Wilson County Clerk  
Floresville, TX

SUBDIVISION PLAT ESTABLISHING THE ESTATES AT TRIPLE R RANCH, UNIT 1 WILSON COUNTY, TEXAS

PLAT OF 100.600 ACRES OF LAND OUT OF THE THOMAS TOBY SURVEY 42, ABSTRACT NO. 323, THOMAS TOBY SURVEY, ABSTRACT NO. 328, E.H. CHANDLER SURVEY, ABSTRACT 556, WM CALVIN SURVEY, ABSTRACT 83, IN WILSON COUNTY, TEXAS, AND ALSO BEING THE SAME TRACT CONVEYED TO LA VERNIA HOMES, LTD. BY DEED RECORDED IN VOLUME 1334, PAGE 769 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY, TEXAS

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ON THE GROUND SURVEY AND DEDICATES TO THE PUBLIC ALL STREETS, ALLEYS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED.

LA VERNIA HOMES, LTD. RURAL MANAGEMENT, LLC, GP. DUSTIN ROSE - VICE PRESIDENT P.O. BOX 430 LA VERNIA TEXAS 78121

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF February, 2021

MADYLYN FLUIT NOTARY PUBLIC STATE OF TEXAS 01/12/2023

CARLOS FEBUS AGENT FOR S.S. WATER SUPPLY CORPORATION

THIS PLAT OF THE ESTATES AT TRIPLE R RANCH, UNIT 1, HAS BEEN SUBMITTED TO AND APPROVED BY S.S. WATER SUPPLY CORPORATION FOR EASEMENTS.

K. Shupe AGENT FOR GUADALUPE VALLEY ELECTRIC COOP., INC

STATE OF TEXAS COUNTY OF WILSON ED J. JACKSON CHAIRMAN, WILSON COUNTY DEVELOPMENT REVIEW COMMITTEE

APPROVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILSON, TEXAS THIS THE 22nd DAY OF February, 2021

Richard L. Jackson RICHARD L. JACKSON - COUNTY JUDGE

GARY MARTIN - PRECINCT 1 COMMISSIONER

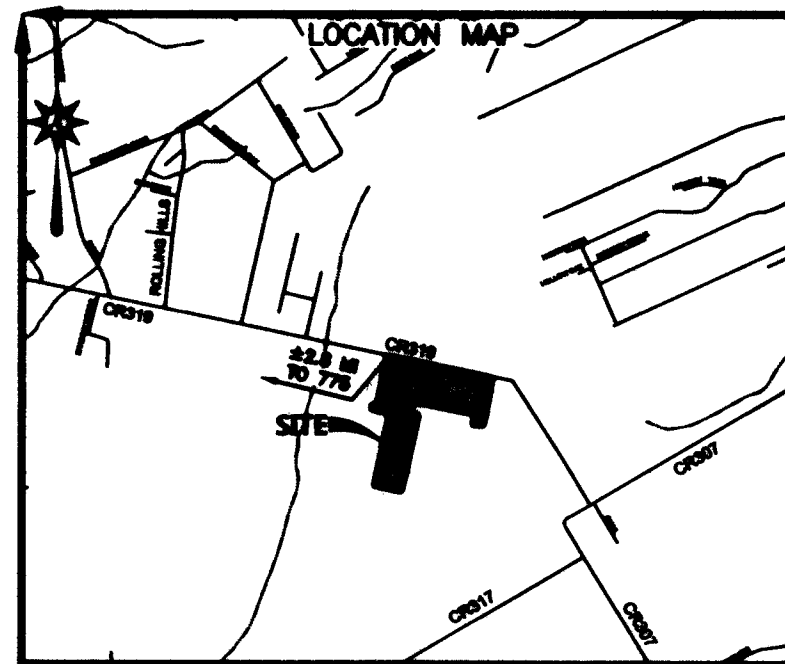
PAUL W. PFEL - PRECINCT 2 COMMISSIONER

JERRY PIERDOLLA - PRECINCT 3 COMMISSIONER

LARRY A. WILEY - PRECINCT 4 COMMISSIONER

# 103433 Eva S. Martinez, COUNTY CLERK OF WILSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd DAY OF February 2021 A.D. AT 2:00 O'CLOCK, P.M. AND DULY RECORDED IN VOLUME 12, PAGE(S) 97-99, PLAT RECORDS OF WILSON COUNTY, TEXAS.

TESTIMONY WHEREOF, WITH MY HAND AND OFFICIAL SEAL OF OFFICE THIS 23rd DAY OF February, 2021 A.D. EVA S. MARTINEZ, COUNTY CLERK



SCALE: 1" = 5,000'

NOTES: 1. WATER TO BE SUPPLIED BY: S.S. WATER SUPPLY CORPORATION. THERE IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE WATER DISTRIBUTION EASEMENT ALONG THE FRONT, SIDES, AND REAR OF ALL PLATTED LOTS FOR THE PURPOSES OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OR ENLARGEMENT OF WATER MAIN(S), VALVES, FLUSH ASSEMBLIES, FIRE HYDRANTS, SERVICE LINES, METERS, AND ALL OTHER WATER DELIVERY COMPONENTS.

2. ELECTRIC SERVICE IS TO BE PROVIDED BY: GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. THERE IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE ELECTRIC DISTRIBUTION LINE AND COMMUNICATION EASEMENT ALONG ALL FRONT, SIDE AND REAR LOT PROPERTY LINES. THERE IS HEREBY DEDICATED A THIRTY (30) FOOT EASEMENT CENTERED ON ALL EXISTING LINES. ALL ELECTRIC AND COMMUNICATION UTILITY EASEMENTS ARE FOR THE CONSTRUCTION MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATION UTILITIES. EACH LOT IS ALSO SUBJECT TO A FLOATING TWENTY (20) FOOT WIDE BY FORTY (40) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY THE ELECTRIC AND/OR COMMUNICATION UTILITY.

3. THERE IS HEREBY DEDICATED A TWENTY (20) FOOT WIDE PUBLIC UTILITY, DRAINAGE, AND EMBANKMENT/BACKSLOPE EASEMENT ADJACENT TO ALL STREET RIGHT-OF-WAYS.

4. THERE IS HEREBY DEDICATED A THIRTY (30) FOOT WIDE DRAINAGE EASEMENT CENTERED ON ALL NATURAL RUNOFF CHANNELS, CREEKS, OR SWALES UNLESS NOTED OTHERWISE ON THIS PLAT. PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR MAINTENANCE OF DRAINAGE EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE. WILSON COUNTY RESERVES THE RIGHT OF ACCESS TO SUCH EASEMENTS.

5. NO BUILDINGS, OR OTHER OBSTRUCTIONS OR WELL OF ANY KIND SHALL BE PLACED ON ANY ELECTRIC EASEMENTS, NOR SHALL ANY TREES BE PLANTED THEREON.

6. SANITARY SEWER SERVICE WILL BE BY: ON-SITE SEWAGE FACILITIES PERMITTED BY WILSON COUNTY HEALTH AND PUBLIC SAFETY OFFICE. NO STRUCTURE MAY BE OCCUPIED UNLESS CONNECTED TO A PUBLIC SEWAGE SYSTEM, UNTIL A SEPTIC PERMIT, FOR THE ON-SITE SEWAGE FACILITY, IS OBTAINED FROM THE WILSON COUNTY HEALTH AND PUBLIC SAFETY OFFICER.

7. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE WILSON COUNTY HEALTH AND PUBLIC SAFETY OFFICE. THE DRIVEWAY SHALL BE CONSTRUCTED ACCORDING TO SPECIFICATIONS STATED WITHIN THE PERMIT.

8. NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT UNTIL DRIVEWAY AND FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND APPLICATION FOR SEPTIC PERMIT IS SUBMITTED.

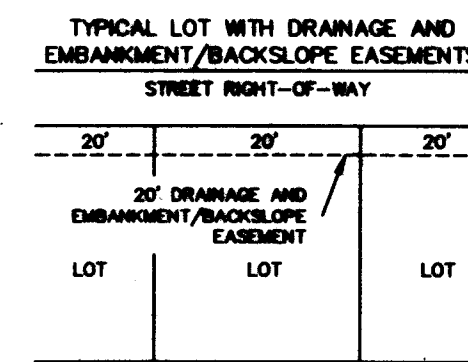
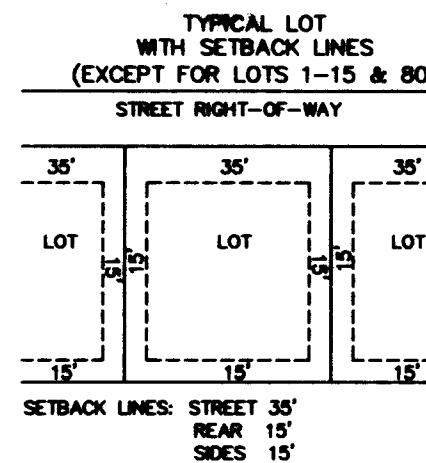
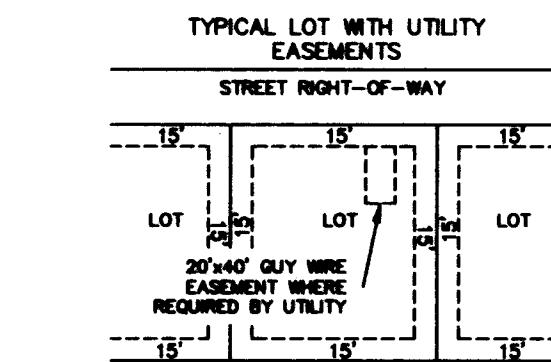
9. THERE ARE A TOTAL OF EIGHTY (80) LOTS BEING PLATTED WITH THIS UNIT.

10. THIS SUBDIVISION IS ENTIRELY WITHIN THE FLORESVILLE INDEPENDENT SCHOOL DISTRICT BOUNDARY.

11. NO PORTION OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE "A" OR "AE" AS DELINEATED ON COMMUNITY-PANEL NO. 48493C0150C AND 48493C0175C, DATED NOVEMBER 28, 2010, AS PUBLISHED BY FEMA.

12. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM A COMBINATION OF SAN ANTONIO RIVER AUTHORITY (SARA) LIDAR AND AN ON THE GROUND SURVEY PERFORMED BY INTREPID SURVEYING & ENGINEERING AUGUST 2020. CONTOUR INTERVALS ARE 2 FEET FOR THIS PLAT.

13. DRAINAGE STUDY: A DRAINAGE STUDY HAS BEEN COMPLETED FOR THIS PLAT AND IS AVAILABLE FOR REVIEW AT THE WILSON COUNTY EMERGENCY MANAGEMENT OFFICE. AREAS IDENTIFIED BY THE STUDY AS BEING INUNDATED DURING CERTAIN STORM EVENTS HAVE BEEN PLACED WITHIN DRAINAGE EASEMENTS.

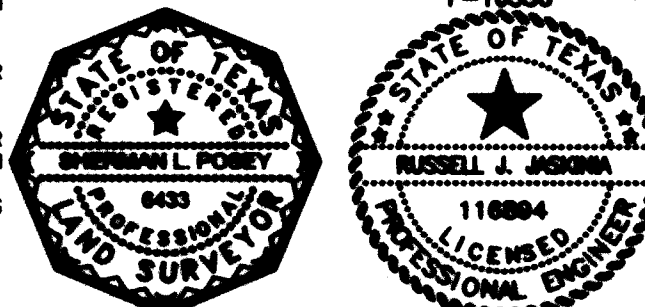
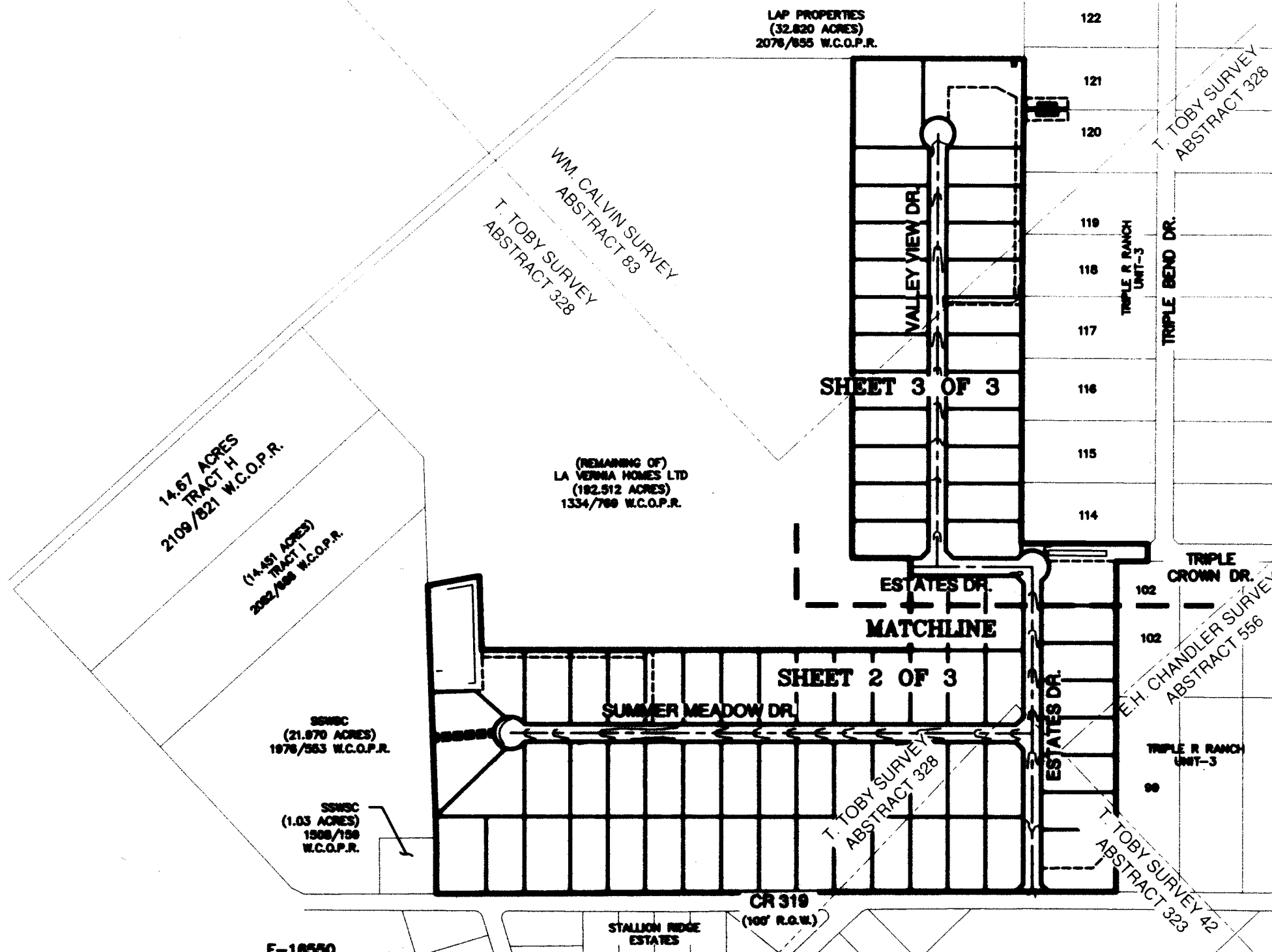


NOTES CONTINUED: 14. DRAINAGE EASEMENT: WILSON COUNTY IS A BENEFICIARY OF EACH DRAINAGE EASEMENT, AND HAS THE RIGHT, BUT NOT THE DUTY, TO ENFORCE DRAINAGE EASEMENTS. 15. DRAINAGE EASEMENTS: NO FENCING OR STRUCTURES THAT WILL INTERFERE WITH ADEQUATE DRAINAGE FLOW WILL BE ALLOWED ON OR ACROSS SUCH LINES. 16. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO AN ASSESSMENT (FEE PAYABLE BY THE LOT OWNER) BY AN HOA (HOME OWNERS ASSOCIATION). THE HOME OWNERS ASSOCIATION MAY USE ASSESSMENTS TO ENFORCE THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. NO STATE OR LOCAL GOVERNMENT ENFORCES THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. THE DUTY TO ENFORCE THE RESTRICTIVE COVENANTS IS THE RESPONSIBILITY OF THE HOA.

NOTES CONTINUED: 17. THE DETENTION PONDS ARE TO BE DEDICATED TO THE HOA AND COVERS A TOTAL AREA OF 122,150.38 SF (2,804 ACRES). THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF ANY DETENTION PONDS OR COMMON AREAS. 18. ALL OF THIS SUBDIVISION LIES WITHIN WILSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND A PORTION OF WILSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3. PROPERTY WITHIN THE EMERGENCY SERVICES DISTRICT IS SUBJECT TO TAXATION AND REGULATION BY THE EMERGENCY SERVICES DISTRICT. 19. WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT WIDE EASEMENT TO THE SERVICE METER LOCATION. EASEMENT TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE. 20. NO BUILDINGS, WELLS OR OTHER OBSTRUCTIONS SHALL BE PLACED IN ANY UTILITY EASEMENT.

THIS PLAT CONTAINS A TOTAL OF: LOTS: 80 LOTS CONSISTING OF A TOTAL OF 91.13 ACRES STREETS: 9.47 ACRES AND 5,599.54 LINEAR FOOTAGE

ESTATES DR. - 1,790.00 LF SUMMER MEADOW DR. - 2,069.77 LF VALLEY VIEW DR. - 1,739.77 LF



I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE WILSON COUNTY SUBDIVISION & DEVELOPMENT RULES & REGULATIONS.

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THE FIRE PROTECTION SYSTEM DESIGNED TO FLOW 250 GPM FOR 2 HOURS SUSTAINED, MEETING THE FLOW REQUIREMENTS OF ARTICLE VII.B.2. IN THE WILSON COUNTY SUBDIVISION AND DEVELOPMENT RULES AND REGULATIONS DATED 3/22/2010 AND LAST REVISED 5/13/2019. FIRE HYDRANTS ARE TO BE LOCATED ONE PER 1,000 FT OF ROAD FRONTAGE. THE DESIGN WAS BASED ON CURRENT FLOW CAPACITIES PROVIDED BY SUTHERLAND SPRINGS WSC, AND DOES NOT TAKE INTO CONSIDERATION THE IMPACTS OF FUTURE DEVELOPMENT AND GROWTH.

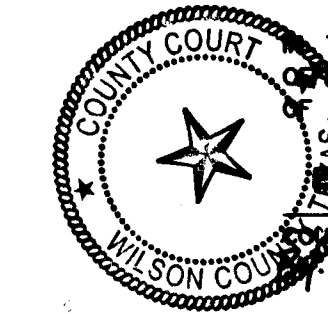
SURVEY NOTES: 1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES. 2. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

LEGEND: 1 50' GVEC EASEMENT 1487/835 W.C.O.P.R. 2 0.018 ACRES UTILITY ESMT. GVEC 2003/756 W.C.O.P.R. 1 VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT 2 75' BUILDING SETBACK 3 30' DRAINAGE EASEMENT 4 15' DRAINAGE EASEMENT

INTREPID SURVEYING & ENGINEERING P.O. Box 519 1004 C STREET FLORESVILLE, TX 78114 D. 830.393.8833 • F. 830.393.3388 WWW.INTREPIDTX.COM TRIPLE #10199936 • TRPE #16550

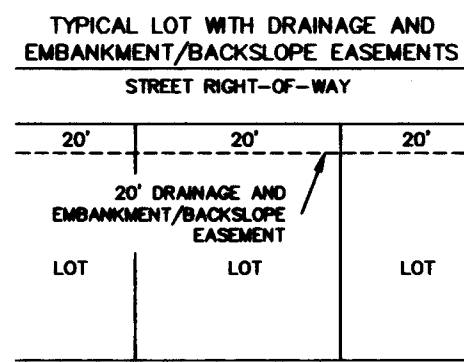
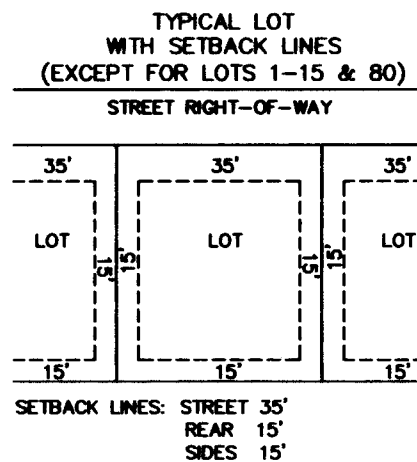
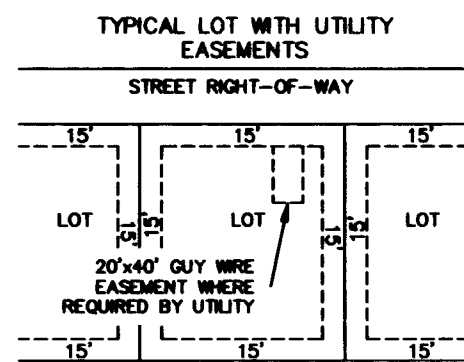
SHERMAN L. POSEY, RPLS REGISTERED PROFESSIONAL LAND SURVEYOR DATE 2/8/2021

RUSSELL J. JASKINA, PE, CFM LICENSED PROFESSIONAL ENGINEER DATE 2-8-2021



TESTIMONY WHEREOF, WITH MY HAND AND OFFICIAL SEAL OF OFFICE THIS 23rd DAY OF February, 2021 A.D. EVA S. MARTINEZ, COUNTY CLERK

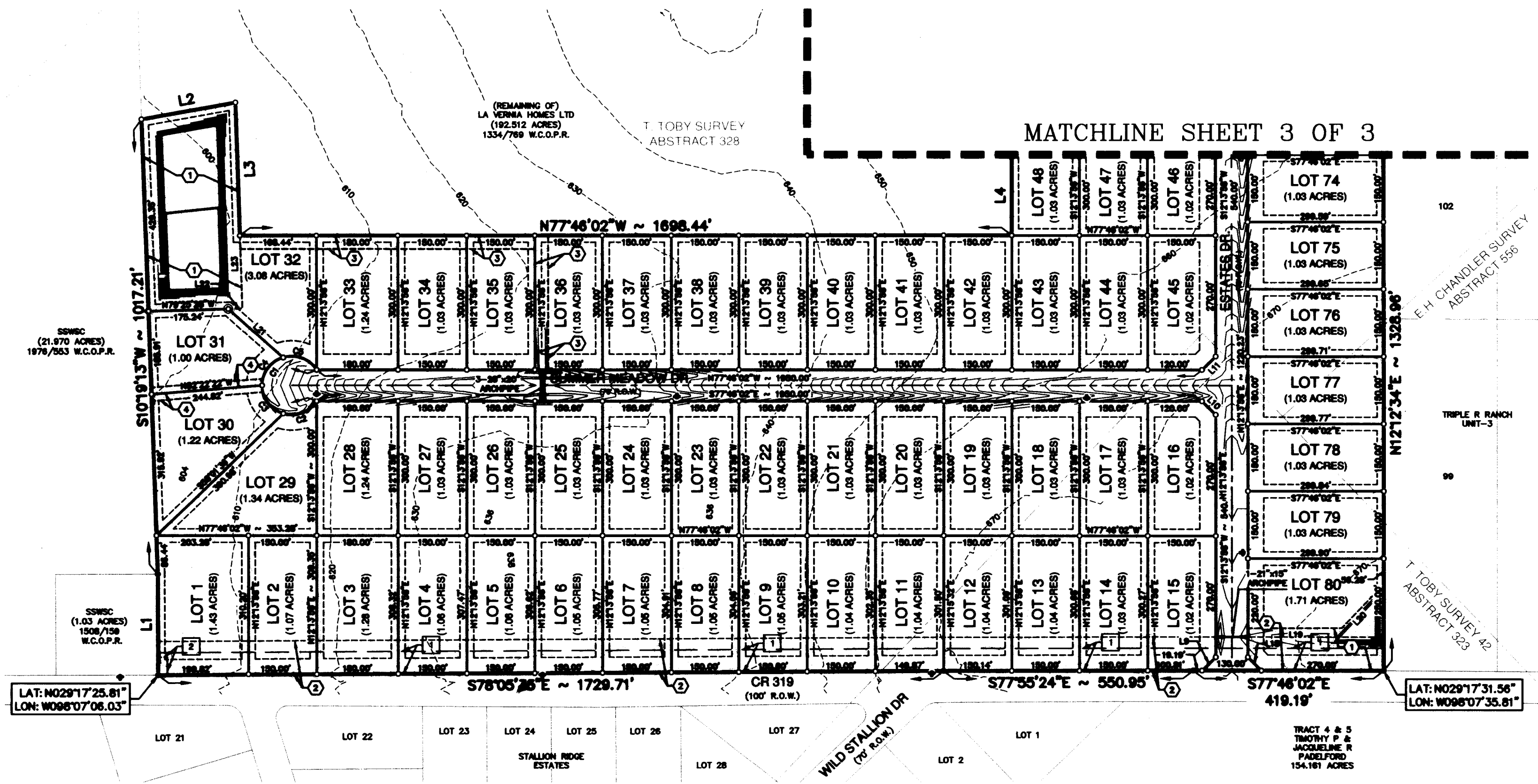
C219



CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	65.00'	294°30'31"	N121°3'38"E	70.00'	334.48'
C2	65.00'	73°42'38"	S81°40'01"W	77.97'	83.82'
C3	65.00'	73°42'38"	N24°37'21"W	77.97'	83.82'
C4	65.00'	73°42'38"	N48°05'17"E	77.97'	83.82'
C5	65.00'	73°42'38"	S57°12'05"E	77.97'	83.82'
C6	65.00'	294°30'31"	N77°48'02"W	70.00'	334.48'
C7	65.00'	80°02'27"	N51°0'04"W	83.80'	90.80'
C8	65.00'	214°48'04"	S37°44'48"E	124.00'	243.68'
C9	65.00'	204°50'31"	N32°46'02"W	128.96'	232.36'
C10	65.00'	14°40'38"	N52°08'02"E	16.61'	16.65'
C11	65.00'	180°08'53"	S25°25'43"E	129.48'	215.74'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S12°06'13"W	224.95'
L2	N87°38'21"W	210.03'
L3	N10°27'47"E	287.60'
L4	S121°3'38"W	300.00'
L5	S121°3'38"W	70.00'
L6	S77°48'02"E	229.12'
L7	N12°06'08"E	70.11'
L8	S77°34'44"E	126.41'
L9	S57°13'38"W	42.43'
L10	S32°46'02"E	42.43'
L11	S57°13'38"W	42.43'
L12	S32°46'02"E	42.43'
L13	S77°48'02"E	420.00'
L14	N77°48'02"W	40.88'
L15	S57°13'38"W	42.43'

LINE TABLE		
LINE #	BEARING	LENGTH
L16	N32°46'02"W	42.43'
L17	N121°3'38"E	47.89'
L18	N32°46'02"W	42.43'
L19	S77°57'16"E	207.42'
L20	N55°20'10"E	135.38'
L21	N35°39'46"W	163.38'
L22	N78°25'28"W	31.44'
L23	S10°27'47"W	162.95'
L24	S121°3'38"W	135.58'
L25	N77°36'15"W	193.14'
L26	N50°19'02"W	88.85'
L27	N12°23'58"E	201.28'



0220

**INTRAPID**  
SURVEYING & ENGINEERING  
P.O. Box 519 • 1004 C STREET  
FLORESVILLE, TX 78114  
O. 830.393.8833 • F. 830.393.3388  
WWW.INTRAPIDTX.COM  
TBLPS #10193936 • TPE #16550

**LEGEND:**

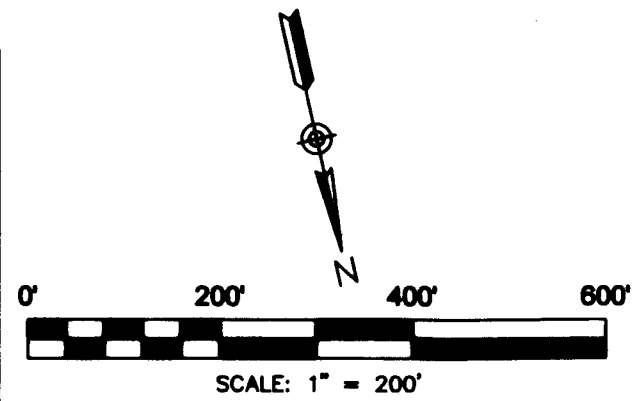
- BOUNDARY LINE
- ADJOINER LINE
- EASEMENT LINE-EXISTING
- EASEMENT LINE-PROPOSED
- SURVEY LINE
- OVERHEAD ELECTRIC EXISTING
- 1/2" IRON ROD FOUND (BRG.-DIST.)
- 1/2" IRON ROD SET
- W.C.P.R. WILSON COUNTY PLAT RECORDS
- W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.D.R. WILSON COUNTY DEED RECORDS

**KEY NOTES:**

- EXISTING
  - 1 50' GVEC EASEMENT 1487/835 W.C.O.P.R.
  - 2 0.018 ACRES UTILITY ESMT. GVEC 2003/756 W.C.O.P.R.
- PROPOSED
  - 1 VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT
  - 2 75' BUILDING SETBACK
  - 3 30' DRAINAGE EASEMENT
  - 4 15' DRAINAGE EASEMENT

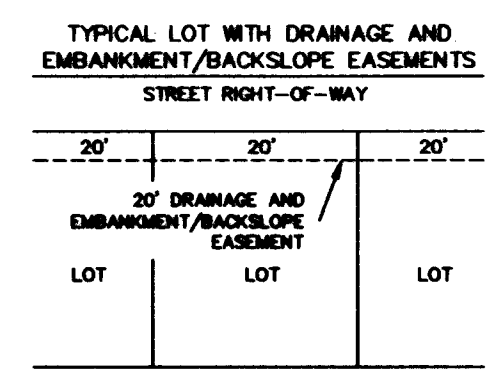
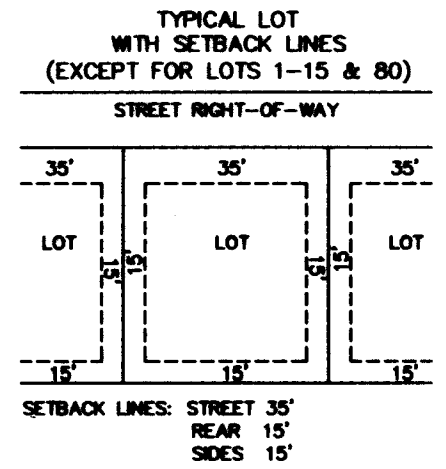
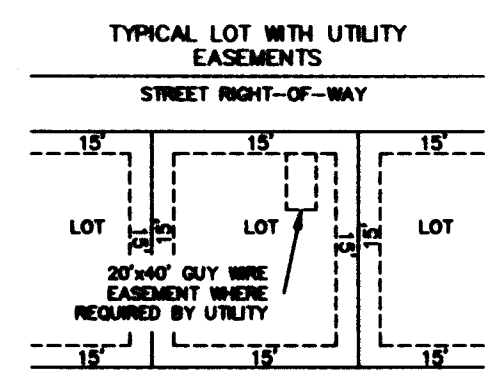
RECORD CALL  
FIRE HYDRANTS

LOT NUMBER	RECOMMENDED DRIVEWAY CULVERT	CL OF DITCH FLOWLINE ELEV. (HIGH SIDE)	LOT NUMBER	RECOMMENDED DRIVEWAY CULVERT	CL OF DITCH FLOWLINE ELEV. (HIGH SIDE)
1-16	NOT REQUIRED	-	31	NOT REQUIRED	-
17	1-18" CMP	662.0	32-56	NOT REQUIRED	-
18	2-18" CMP	659.0	57	1-18" CMP	616.0
19	2-18" CMP	655.0	58	1-18" CMP	611.0
20	2-18" CMP	650.0	59	1-18" CMP	609.0
21	2-18" CMP	643.0	60-64	NOT REQUIRED	-
22	2-18" CMP	637.0	65	2-18" CMP	621.0
23	3-18" CMP	631.0	66	2-24" CMP	626.0
24	3-18" CMP	628.0	67	1-18" CMP	631.0
25	3-18" CMP	625.0	68	1-18" CMP	638.0
26	NOT REQUIRED	-	69-72	NOT REQUIRED	-
27	1-18" CMP	623.0	73	1-18" CMP	652.0
28	1-18" CMP	618.0	74	1-18" CMP	657.0
29	1-18" CMP	611.0	75	1-18" CMP	662.0
30	1-18" CMP	610.0	76-80	NOT REQUIRED	-





SUBMISSION PLAT ESTABLISHING  
THE ESTATES AT  
TRIPLE R RANCH  
UNIT 1  
WILSON COUNTY, TEXAS

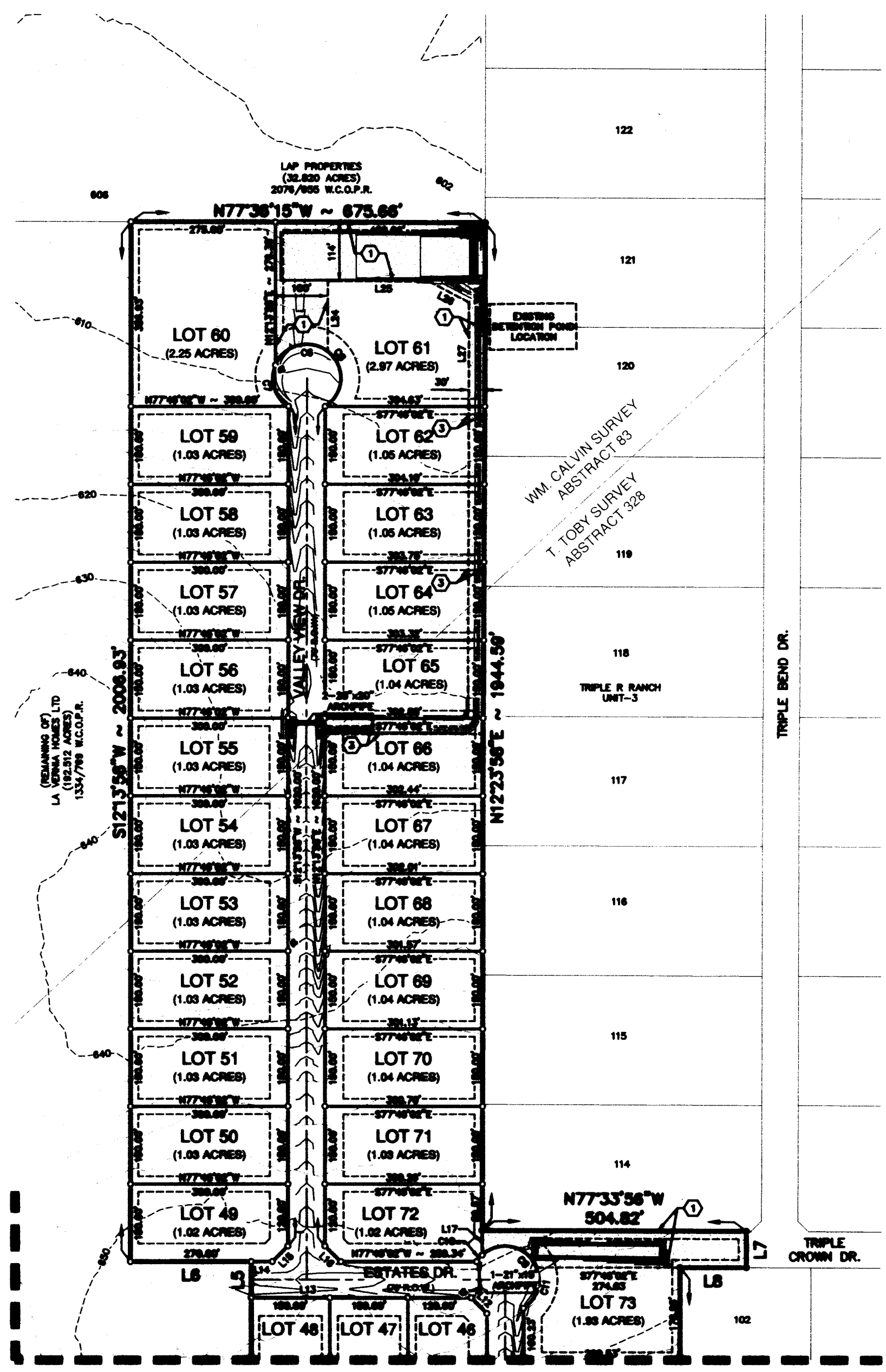


LOT NUMBER	RECOMMENDED DRIVEWAY CULVERT	CL OF DITCH FLOWLINE ELEV. (HIGH SIDE)
1-16	NOT REQUIRED	-
17	1-18" CMP	662.0
18	2-18" CMP	659.0
19	2-18" CMP	655.0
20	2-18" CMP	650.0
21	2-18" CMP	643.0
22	2-18" CMP	637.0
23	3-18" CMP	631.0
24	3-18" CMP	628.0
25	3-18" CMP	625.0
26	NOT REQUIRED	-
27	1-18" CMP	623.0
28	1-18" CMP	618.0
29	1-18" CMP	611.0
30	1-18" CMP	610.0
31	NOT REQUIRED	-
32-56	NOT REQUIRED	-
57	1-18" CMP	616.0
58	1-18" CMP	611.0
59	1-18" CMP	609.0
60-64	NOT REQUIRED	-
65	2-18" CMP	621.0
66	2-24" CMP	626.0
67	1-18" CMP	631.0
68	1-18" CMP	638.0
69-72	NOT REQUIRED	-
73	1-18" CMP	652.0
74	1-18" CMP	657.0
75	1-18" CMP	662.0
76-80	NOT REQUIRED	-

LINE #	BEARING	LENGTH
L1	S120°13'W	224.85'
L2	N87°38'21"W	210.03'
L3	N10°27'47"E	287.80'
L4	S121°3'38"W	300.00'
L5	S121°3'38"W	70.00'
L6	S77°46'02"E	228.12'
L7	N12°08'08"E	70.11'
L8	S77°34'44"E	128.41'
L9	S57°13'38"W	42.43'
L10	S32°48'02"E	42.43'
L11	S57°13'38"W	42.43'
L12	S32°48'02"E	42.43'
L13	S77°46'02"E	420.00'
L14	N77°46'02"W	40.88'
L15	S57°13'38"W	42.43'

LINE #	BEARING	LENGTH
L16	N32°48'02"W	42.43'
L17	N121°3'38"E	47.88'
L18	N32°48'02"W	42.43'
L19	S77°37'16"E	287.42'
L20	N85°20'10"E	135.38'
L21	N35°08'46"W	163.38'
L22	N78°25'28"W	31.44'
L23	S10°27'47"W	162.85'
L24	S121°3'38"W	135.88'
L25	N77°38'15"W	183.14'
L26	N80°19'02"W	88.85'
L27	N12°23'38"E	201.28'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	LENGTH
C1	65.00'	284°30'31"	N121°3'38"E	70.00'	334.48'
C2	65.00'	73°42'38"	S81°40'01"W	77.97'	83.62'
C3	65.00'	73°42'38"	N24°37'21"W	77.97'	83.62'
C4	65.00'	73°42'38"	N48°05'17"E	77.97'	83.62'
C5	65.00'	73°42'38"	S57°12'08"E	77.97'	83.62'
C6	65.00'	284°30'31"	N77°46'02"W	70.00'	334.48'
C7	65.00'	80°02'27"	N51°04'4"W	83.80'	90.80'
C8	65.00'	214°48'04"	S37°44'48"E	124.05'	243.88'
C9	65.00'	204°30'31"	N32°48'02"W	128.88'	232.38'
C10	65.00'	14°40'38"	N52°08'02"E	16.81'	16.85'
C11	65.00'	180°08'53"	S25°25'43"E	128.48'	215.74'



MATCHLINE SHEET 2 OF 3

C221

**INTRPID**  
SURVEYING & ENGINEERING  
P.O. Box 919-1004 G STREET  
FLORISSVILLE, TX 78114  
D. 830.393.8833 - F. 830.393.3388  
WWW.INTRPID.COM  
TPLR #10193936 - TPLR #16550

**LEGEND:**

- BOUNDARY LINE
- ADJOINER LINE
- EASEMENT LINE-EXISTING
- EASEMENT LINE-PROPOSED
- SURVEY LINE
- OVERHEAD ELECTRIC EXISTING

**KEY NOTES:**

- EXISTING
  - 1 50' GVEC EASEMENT 1487/835 W.C.O.P.R.
  - 2 0.018 ACRES UTILITY ESMT. GVEC 2003/756 W.C.O.P.R.
- PROPOSED
  - 1 VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT
  - 2 75' BUILDING SETBACK
  - 3 30' DRAINAGE EASEMENT
  - 4 15' DRAINAGE EASEMENT

● 1/2" IRON ROD FOUND (BRG.-DIST.) RECORD CALL  
○ 1/2" IRON ROD SET  
W.C.P.R. WILSON COUNTY PLAT RECORDS  
W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS  
W.C.D.R. WILSON COUNTY DEED RECORDS

SCALE: 1" = 200'

SHEET 3 OF 3

COMPARED

W. C. Specht, et ux.

to

Easement.

Dated May 6, 1929.

Moody & Seagraves.

THE STATE OF TEXAS, |

497  
96.50

COUNTY OF Wilson\_ |

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ninety Six & 50/100 (\$96.50) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto Moody & Seagraves (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain, and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in Wilson County, State of Texas, to-wit:

Being 549 acres of land more or less out of the G. S. & S. F. R. R. Survey more fully described in deed from Grand Lodge of Order of Sons of Herman to W. C. Specht recorded in Volume 156, Page 62, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Houston, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 6 day of May, A.D.1929.

W. C. Specht\_

Mrs\_ Cattie Specht

Signed and delivered in the presence of the undersigned witnesses:

O H True  
Right of Way Agent.

THE STATE OF TEXAS, )  
COUNTY OF WILSON\_ )

Before me, August Tampke, a Notary Public in and for said County

and State, on this day personally appeared W\_ C\_ Specht, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 6\_\_ day of May, A. D. 1929.

August Tampke\_ J. P. \_ Ex Officio Notary  
Public in and for Wilson County, Texas.

L. S.

THE STATE OF TEXAS, )  
COUNTY OF Wilson\_ )

Before me, August Tampke, <sup>a</sup> / Notary Public in and for said County and State, on this day personally appeared Cattie Specht, wife of W\_ C\_ Specht, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband\_ and having the same fully explained to her, she, the said Cattie Specht, acknowledged such instrument to be her act and deed\_ and declared that she had willingly signed the same for the purposes and consideration therein expressed\_ and that she did not wish to retract it.

Given under my hand and seal of office on this the 6\_\_ day of May, A. D. 1929.

August Tampke\_ J. P. & Ex Officio Notary  
Public in and for Wilson County, Texas.

L. S.

Filed June 14, 1929 at 1:00 o'clock P. M.

Recorded June 27, 1929 at 11:30 o'clock A. M.

*J. J. Houston*  
County Clerk, Wilson County, Texas.  
By \_\_\_\_\_ Deputy.

\*\*\*\*\*

COMPARED

P. A. Sammons, et ux.  to  Moody & Seagraves.	Easement	Dated March 15, 1929.
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THE STATE OF TEXAS, )  
COUNTY OF Wilson. )

V 579  
\$24.95

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty-four & 95/100 (\$24.95) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto MOODY & SEAGRAVES (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in Wilson County, State of Texas, to-wit:

Being 160 acres of land our of the A. Robinson Survey\_ and more fully described in deed from C\_ A\_ Goeth to P. A. Sammons\_ recorded in Volume 151, Page 234, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.



- C E R T I F I C A T E -

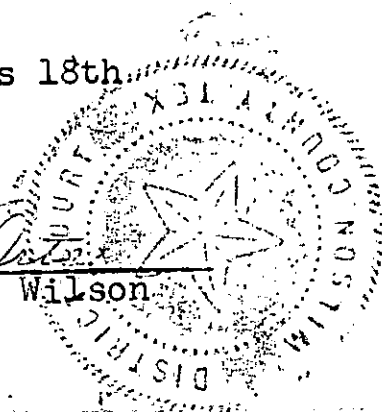
THE STATE OF TEXAS (
COUNTY OF WILSON (

I, Mrs. Pauline Orts, Clerk of the District Court
in and for said County and State, do hereby certify that
the above and foregoing is a true and correct copy of
FINAL JUDGMENT rendered by said Court in cause No. 7855,
styled,

MED R. CHILDRESS -vs- ANNIE GOLDMAN CARAWAY, ET AL.
as the same appears from the minutes of said Court in
Volume K, Pages 213-14, Civil Minutes, District Court,
Wilson County, Texas.

Given under my hand and seal of office, this 18th
day of June, 1959.

Mrs. Pauline Orts
Clerk, District Court, Wilson
County, Texas



Instrument Certified Copy Of Judgment
Filed for Record the 20 day of June 1959 at 8:15 A. M.
Recorded the 22 day of June 1959 at 1:20 P. M.

Hall Warren
COUNTY CLERK, WILSON COUNTY, TEXAS.

ER 1-7960
A.W. Foerster

FORM 56-2012 (1-1)

STATE OF TEXAS
COUNTY OF WILSON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TWENTY FIVE AND NO/100 DOLLARS

(\$25.00) to the undersigned (herein styled "Grantor," whether one or more) paid, the
receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto UNITED GAS
PIPE LINE COMPANY, a Delaware Corporation, (herein styled "Grantee"), its successors and assigns, a
right of way and easement to construct, maintain, operate, repair and replace rectifiers, telegraph, telephone
and power lines and appurtenances thereto, including the necessary poles, guy wires and anchors and to install
and bury under the surface of the ground below plow depth, ground pipes at or near the location of said poles,
and wires connecting said power line with said ground pipes and with any pipe lines of Grantee located on the
following land, over, across, in and upon the following described lands situated in

WILSON County, State of TEXAS;

To-wit:

All of the G.S. & S.F. Ry Co. Survey No. 6, A-487, Patented to
T.S. Bynum, assignee of Sam Burkett, by patent No. 461, Vol 31,
Recorded in Vol. 78, page 287, Deed Records, Wilson County, Texas.

The installations under this agreement shall not exceed one (1) power pole, One (1) ground bed and appurtenances thereto.

more fully described in the deed from D.G. Mills, et ux

to A.W. Foerster, dated March 5, 1953, and recorded in Volume 277, Page 363-365, of the Deed Records of said County, to which reference is hereby made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee, which hereby agrees to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said telegraph, telephone and power lines and ground pipes; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

And Grantor does hereby bind himself, his heirs and legal representatives to warrant and forever defend, all and singular, the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is hereby understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

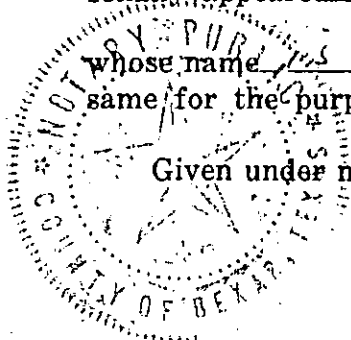
WITNESS the execution hereof on this the 8th day of June, A. D., 1959.  
Signed and delivered in the presence  
of the undersigned witnesses:

*[Handwritten signature]*

A.W. Foerster  
( A.W. Foerster )

THE STATE OF TEXAS  
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A.W. Foerster, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office on this the 8th day of June, A. D., 1959

V. V. Vrooman Notary Public  
V. V. VROOMAN  
in and for BEXAR County, Texas

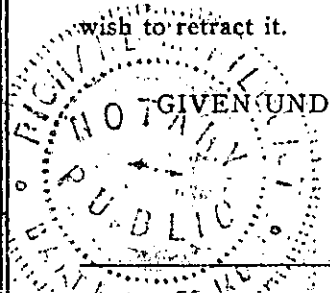
Instrument Right Of Way And Easement  
Filed for Record the 20 day of June 1959 at 10:20 A. M.  
Recorded the 22 day of June 1959 at 1:25 P. M.

Paul V. Warren  
COUNTY CLERK, WILSON COUNTY, TEXAS.

JOINT ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ MARYLAND, }  
CITY OF BALTIMORE. }  
~~COUNTY OF~~

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of August, A. D. 1962.

(L. S.)

*Richard M. [Signature]*  
Notary Public in and for Baltimore

City, ~~Texas~~  
Maryland

THE STATE OF TEXAS, }  
COUNTY OF }

Instrument Deed  
Filed for Record the 13 day of September 1962 at 1:20 P. M.  
Recorded the 19 day of September 1962 at 2:05 P. M.

*Richard Self*  
COUNTY CLERK, WILSON COUNTY, TEXAS.

THE STATE OF TEXAS, }  
COUNTY OF WILSON. } KNOW ALL MEN BY THESE PRESENTS:

That we, A. W. FOERSTER and wife, GLADYS H. FOERSTER,  
of the County of Bexar, State of Texas, for and in considera-  
tion of the sum of ONE HUNDRED FORTY-THREE THOUSAND EIGHT  
HUNDRED EIGHT and 70/100 (\$143,808.70) DOLLARS, to us paid,  
and secured to be paid, by W. A. CHILDRESS and E. H. CHANDLER,  
as follows:

The sum of \$35,952.18 in cash, the receipt of which is  
hereby acknowledged; and the further consideration of the  
execution and delivery by Grantees of one certain promissory  
note of even date herewith, for the principal sum of \$107,856.52,  
payable to the order of A. W. Foerster, bearing interest thereon  
from October 1, 1962 at the rate of SIX PER CENT per annum,  
interest due and payable on October 1, 1963, and annually there-  
after, the principal of said note due and payable in EIGHT equal  
installments, commencing on October 1, 1963 and due and payable  
annually thereafter, said note containing the customary attorney's  
fees, acceleration of maturity and waiver clauses; payment of  
said note is also secured by a deed of trust of even date herewith,  
executed by W. A. Childress and E. H. Chandler to W. A. Bump,

Trustee, for the use and benefit of the said A. W. Foerster;

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said W. A. Childress and E. H. Chandler, all those certain tracts of land in Wilson County, Texas, aggregating 2054.41 acres of land, more or less, and more particularly described in two tracts as follows:

FIRST TRACT (1652.78 acres, more or less)

Being all of the Sam Birkett Survey No. 6; all of the A. Walker Survey; all of the William Calvin Survey; all of the Gabriel Henries Survey; part of the A. Drane Survey No. 92, Abstract No. 323; part of the A. Drane Survey No. 91-2/3, Abstract No. 326; part of the A. Drane Survey No. 88, Abstract No. 328; and part of the Moses Moore Survey, and described by metes and bounds as follows:

BEGINNING on the Northeast boundary of the H. & T. C. R. R. Co. Survey No. 113, at the most Westerly corner of said Sam Birkett Survey No. 6;

THENCE S. 29 deg. 53 min. E., 1153.15 varas, along a boundary of said Birkett Survey;

THENCE S. 11 deg. 37 min. W., 264.5 varas;

THENCE S. 28 deg. 6 min. E., 739.33 varas to the NW boundary of the A. Robinson Survey;

THENCE N. 61 deg. 53 min. E., 782.06 varas (along the NW boundary of said A. Robinson Survey) to the most Northerly corner of said A. Robinson Survey on the SW boundary of the J. Arocha Survey No. 377;

THENCE N. 27 deg. 59 min. W., 90.04 varas, along the SW boundary of said J. Arocha Survey, to its most Westerly corner;

THENCE N. 60 deg. 57 min. E., 1815.26 varas to a corner;

THENCE S. 29 deg. E., 10.8 varas to a corner;

THENCE N. 60 deg. 28 min. E., 844.49 varas to the SW boundary of a public road lying along the SW boundary of the A. Trevino Grant, Survey No. 10;

THENCE N. 29 deg. 26 min. W., 400.25 varas (along said road) to a corner;

THENCE N. 60 deg. 16 min. E., 303.05 varas to the SW boundary of the A. Yarrington Survey;

THENCE N. 29 deg. 3 min. W., 1362.67 varas (along the SW boundaries of said A. Yarrington Survey and the M. Harrison Survey to a corner;

THENCE N. 76 deg. 49 min. W., 2405.74 varas (along the Southerly boundary of a public road) to the West boundary of said Moses Moore Survey;

THENCE S. 13 deg. 42 min. W., 1396.22 varas (along boundaries of said Moore and Birkett Surveys) to a corner;

THENCE S. 41 deg. 45 min. W., 1114.67 varas (along a boundary of said Birkett Survey) to the place of beginning, containing within said metes and bounds 1656.48 acres of land, more or less, and there is EXCEPTED therefrom 3.7 acres of said H. & T. C. R.R. Co. Survey No. 113, which 3.7 acres are enclosed in the above metes and bounds description.

And being the same land conveyed by D. G. Mills, et ux, to A. W. Foerster, by deed dated March 5, 1953, of record in Vol. 277, Page 363, Deed Records of Wilson County, Texas, and by Anna H. Laughlin, et al, to A. W. Foerster, by deed dated October 27, 1953, of record in Vol. 284, Page 128, Deed Records of Wilson County, Texas, Anna H. Laughlin, et al conveying in the last mentioned deed 48.47 acres, more or less, of said Moses Moore Survey.

SECOND TRACT (401.63 acres, more or less)

Being all of the El Paso Irrigation Company Survey, Abstract No. 102, and all of the Merritt Anderson Survey, and described by metes and bounds as follows:

BEGINNING at the most Westerly corner of said Merritt Anderson Survey on the NE boundary of the H. & T. C. R. R. Co. Survey No. 111;

THENCE N. 59 deg. 58 min. E., 5161.59 feet, along the NW boundaries of said Anderson and El Paso Irrigation Company Surveys, to the most Northerly corner of said El Paso Irrigation Company Survey;

THENCE S. 28 deg. 18 min. E., 2176.4 feet, along a boundary of said Sam Birkett Survey, to its most Southerly corner, such last mentioned boundary being a boundary of said First Tract, and said corner being the most Southerly corner of said First Tract;

THENCE S. 62 deg. W., 450 feet, along the NW boundary of the A. Robinson Survey to its most Westerly corner;

THENCE S. 28 deg. E., 2666 feet, along the SW boundary of said A. Robinson Survey, to its most Southerly corner on the NW boundary of the J. Arocha Survey No. 376;

THENCE S. 62 deg. 5 min. W., 1002.38 feet, along the NW boundary of said J. Arocha Survey No. 376, to its most Westerly corner on the NE boundary of the William Taylor Survey;

THENCE with boundaries of the William Taylor Survey as follows:

N. 28 deg. 4 min. 30 sec. W., 1258.57 feet, to the most Northerly corner of said William Taylor Survey;

S. 62 deg. 18 min. W., 2433.22 feet;

S. 59 deg. 14 min. 30 sec. W., 283.45 feet, to the most Westerly corner of said William Taylor Survey and

S. 28 deg. 28 min. 30 sec. E., 1566.18 feet to a corner on the NE boundary of said H. & T. C. R. R. Co. Survey No. 111;

THENCE N. 39 deg. 36 min. 30 sec. W., 3992.7 feet (along said NE boundary) to the place of beginning.

And being the same land conveyed by Anna H. Laughlin, et al to A. W. Foerster, by deed dated October 7, 1955, of record in Vol. 302, Page 590, Deed Records of Wilson County, Texas.

It is agreed and understood by the parties hereto that there is outstanding against said 48.47 acre tract a 1/2 interest in all royalties (not to be less than 1/16th) from all oil, gas and other minerals produced from said 48.47 acres, such royalty interest retained in said deed from Anna H. Laughlin, et al conveying said 48.47 acres. The said Anna H. Laughlin also retained a 1/16th royalty interest in all oil and gas produced from said 401.63 acres, such royalty interest retained in said deed conveying said 401.63 acres.

It is further agreed and understood by the parties hereto that that portion of said 401.63 acres consisting of the El Paso Irrigation Company Survey, Abstract No. 102, is presently under oil, gas and other mineral lease from A. W. Foerster, et ux, to Less Hutt, such lease dated September 8, 1960, of record in

Vol. 344, Page 409, Deed Records of Wilson County, Texas.

In such lease, A. W. Foerster, et ux, receive an additional 1/16th of 8/8ths royalty interest, and it is agreed that such additional royalty interest shall be paid to said A. W. Foerster, et ux, until the expiration of said lease.

It is further agreed and understood that approximately 148 acres of said First Tract has been placed in the Federal Government "Soil Bank" program, and that the payment to be paid by the Government for the year of 1962 shall be paid to A. W. Foerster, et ux, and Grantees agree not to graze or otherwise commercially use said 148 acres during the year of 1962, and to take subject to said Soil Bank contract through the year of 1962, said 148 acres of land separately fenced.

Said 401.63 acres is now subject to a surface lease to J.A. Sammons expiring on January 1, 1963, and Grantors shall retain the cash rental previously paid, but shall also pay all 1962 ad valorem taxes assessed against said 401.63 acre tract.

Said First Tract (other than said Soil Bank acreage) is presently under surface lease which expires on October 1, 1962. Grantors shall retain the cash rental previously paid for such surface lease, and shall pay all 1962 ad valorem taxes assessed against said First Tract up to October 1, 1962, that is such taxes have been prorated to said last mentioned date.

Said First Tract is encumbered by a pipeline easement conveyed to Moody and Seagraves, by instrument dated May 6, 1929, of record in Vol. 156, Page 533, Deed Records of Wilson County, Texas, and by a road easement conveyed to A. C. Benson, by instrument dated September 15, 1942, of record in Vol. 216, Page 41, Deed Records of Wilson County, Texas, and by unrecorded pipeline easement conveyed by A. W. Foerster to United Pipeline Company, and by unrecorded powerline easement from A. W. Foerster to Guadalupe Valley Electric Cooperative, Inc.

It is further agreed and understood by the parties hereto that the above described First Tract is encumbered by an easement conveyed to United Gas Pipe Line Company by A. W. Foerster, by instrument dated June 8, 1959, of record in Vol. 335, Page 524, Deed Records of Wilson County, Texas.

Grantors RESERVE AND EXCEPT from said tracts of land and this conveyance, for the benefit of themselves, their heirs and assigns, a ONE-HALF interest in all oil, gas and all other minerals in said tracts of land, for a period of FIFTY YEARS from the date hereof (that is through September 8, 2012) and as long thereafter as oil, gas or other mineral is produced from any part of said tracts of land, PROVIDED, a one-half of said outstanding royalties shall be absorbed by or subtracted from this reservation and this reservation includes a one-half interest in the possibility of reverter of said outstanding royalty interests. Otherwise, Grantees receive by this conveyance a one-half interest in all oil, gas and all other minerals in said tracts of land subject to a one-half proportionate part of said outstanding royalties (Grantees receiving hereby and herein a one-half interest in the possibility of reverter of said outstanding royalty interests) and subject to said oil and gas lease, and effective as of October 1, 1962 at 7:00 o'clock A. M., Grantees shall be paid one-half of the royalties now being paid to Grantors under the terms of said lease, SAVE AND EXCEPT said 1/16th of 8/8ths "additional royalty shall be paid to Grantors exclusively until the expiration of said lease, and after the expiration of said lease, said additional royalty shall be owned by Grantors and Grantees equally, but no longer as a royalty interest.

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 W. A. Childress and E. H. Chandler, their heirs and assigns forever and we do hereby bind



ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said W. A. Childress and E. H. Chandler, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim' the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien and the superior title to said land are retained herein, until the above described note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED this 8th. day of September, 1962.

*A. W. Foerster*  
A. W. Foerster  
*Gladys H. Foerster*  
Gladys H. Foerster



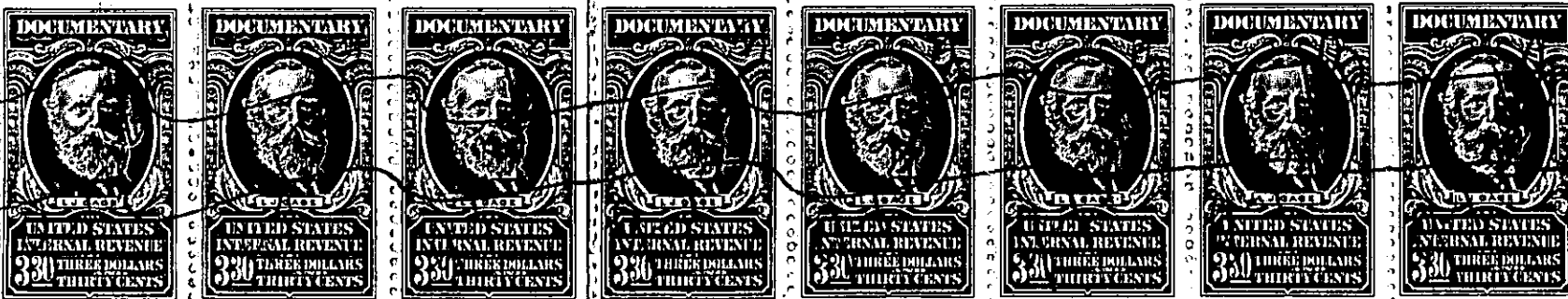
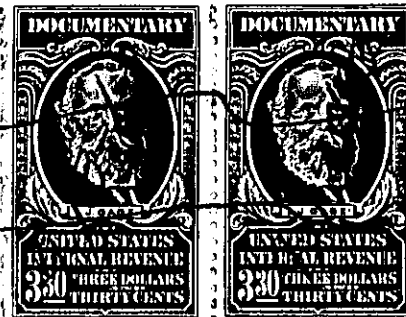
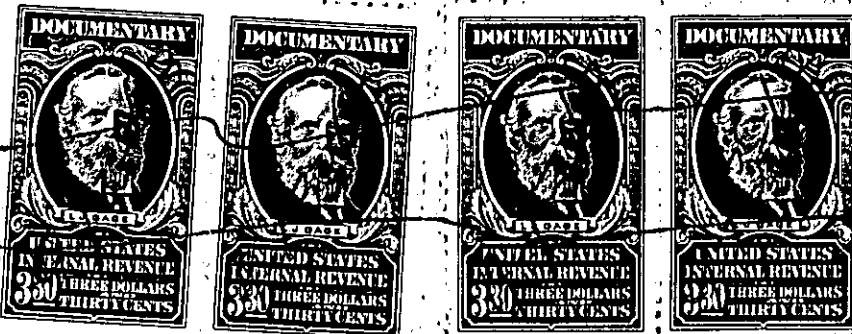
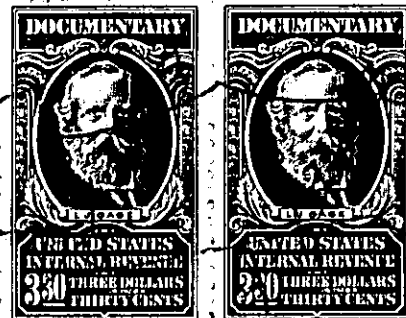
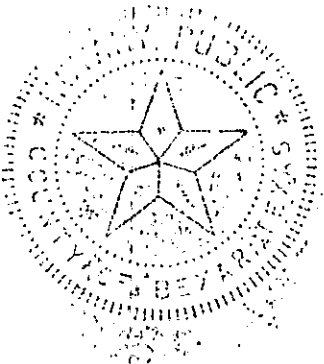
THE STATE OF TEXAS,  
COUNTY OF BEXAR.

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

Given under my hand and seal of office, this the 8th day of September, 1962.

*Edna Rosin*  
Notary Public, Bexar County, Texas.

EDNA ROSIN  
NOTARY PUBLIC, BEXAR COUNTY, TEXAS



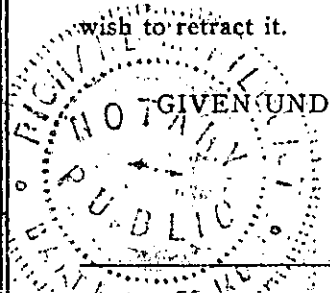
Instrument Deed  
Filed for Record the 13 day of September 1962 at 1:20 P. M.  
Recorded the 19 day of September 1962 at 2:10 P. M.

*Richard Deef*  
COUNTY CLERK, WILSON COUNTY, TEXAS.

JOINT ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ MARYLAND, }  
CITY OF BALTIMORE. }  
~~COUNTY OF~~

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of August, A. D. 1962.

(L. S.)

*Richard M. [unclear]*  
Notary Public in and for Baltimore

City, ~~Texas~~  
Maryland

THE STATE OF TEXAS, }  
COUNTY OF }

Instrument Deed  
Filed for Record the 13 day of September 1962 at 1:20 P. M.  
Recorded the 19 day of September 1962 at 2:05 P. M.

*Richard Self*  
COUNTY CLERK, WILSON COUNTY, TEXAS.

THE STATE OF TEXAS, }  
COUNTY OF WILSON. } KNOW ALL MEN BY THESE PRESENTS:

That we, A. W. FOERSTER and wife, GLADYS H. FOERSTER,  
of the County of Bexar, State of Texas, for and in considera-  
tion of the sum of ONE HUNDRED FORTY-THREE THOUSAND EIGHT  
HUNDRED EIGHT and 70/100 (\$143,808.70) DOLLARS, to us paid,  
and secured to be paid, by W. A. CHILDRESS and E. H. CHANDLER,  
as follows:

The sum of \$35,952.18 in cash, the receipt of which is  
hereby acknowledged; and the further consideration of the  
execution and delivery by Grantees of one certain promissory  
note of even date herewith, for the principal sum of \$107,856.52,  
payable to the order of A. W. Foerster, bearing interest thereon  
from October 1, 1962 at the rate of SIX PER CENT per annum,  
interest due and payable on October 1, 1963, and annually there-  
after, the principal of said note due and payable in EIGHT equal  
installments, commencing on October 1, 1963 and due and payable  
annually thereafter, said note containing the customary attorney's  
fees, acceleration of maturity and waiver clauses; payment of  
said note is also secured by a deed of trust of even date herewith,  
executed by W. A. Childress and E. H. Chandler to W. A. Bump,

Trustee, for the use and benefit of the said A. W. Foerster;

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said W. A. Childress and E. H. Chandler, all those certain tracts of land in Wilson County, Texas, aggregating 2054.41 acres of land, more or less, and more particularly described in two tracts as follows:

FIRST TRACT (1652.78 acres, more or less)

Being all of the Sam Birkett Survey No. 6; all of the A. Walker Survey; all of the William Calvin Survey; all of the Gabriel Henries Survey; part of the A. Drane Survey No. 92, Abstract No. 323; part of the A. Drane Survey No. 91-2/3, Abstract No. 326; part of the A. Drane Survey No. 88, Abstract No. 328; and part of the Moses Moore Survey, and described by metes and bounds as follows:

BEGINNING on the Northeast boundary of the H. & T. C. R. R. Co. Survey No. 113, at the most Westerly corner of said Sam Birkett Survey No. 6;

THENCE S. 29 deg. 53 min. E., 1153.15 varas, along a boundary of said Birkett Survey;

THENCE S. 11 deg. 37 min. W., 264.5 varas;

THENCE S. 28 deg. 6 min. E., 739.33 varas to the NW boundary of the A. Robinson Survey;

THENCE N. 61 deg. 53 min. E., 782.06 varas (along the NW boundary of said A. Robinson Survey) to the most Northerly corner of said A. Robinson Survey on the SW boundary of the J. Arocha Survey No. 377;

THENCE N. 27 deg. 59 min. W., 90.04 varas, along the SW boundary of said J. Arocha Survey, to its most Westerly corner;

THENCE N. 60 deg. 57 min. E., 1815.26 varas to a corner;

THENCE S. 29 deg. E., 10.8 varas to a corner;

THENCE N. 60 deg. 28 min. E., 844.49 varas to the SW boundary of a public road lying along the SW boundary of the A. Trevino Grant, Survey No. 10;

THENCE N. 29 deg. 26 min. W., 400.25 varas (along said road) to a corner;

THENCE N. 60 deg. 16 min. E., 303.05 varas to the SW boundary of the A. Yarrington Survey;

THENCE N. 29 deg. 3 min. W., 1362.67 varas (along the SW boundaries of said A. Yarrington Survey and the M. Harrison Survey to a corner;

THENCE N. 76 deg. 49 min. W., 2405.74 varas (along the Southerly boundary of a public road) to the West boundary of said Moses Moore Survey;

THENCE S. 13 deg. 42 min. W., 1396.22 varas (along boundaries of said Moore and Birkett Surveys) to a corner;

THENCE S. 41 deg. 45 min. W., 1114.67 varas (along a boundary of said Birkett Survey) to the place of beginning, containing within said metes and bounds 1656.48 acres of land, more or less, and there is EXCEPTED therefrom 3.7 acres of said H. & T. C. R.R. Co. Survey No. 113, which 3.7 acres are enclosed in the above metes and bounds description.

And being the same land conveyed by D. G. Mills, et ux, to A. W. Foerster, by deed dated March 5, 1953, of record in Vol. 277, Page 363, Deed Records of Wilson County, Texas, and by Anna H. Laughlin, et al, to A. W. Foerster, by deed dated October 27, 1953, of record in Vol. 284, Page 128, Deed Records of Wilson County, Texas, Anna H. Laughlin, et al conveying in the last mentioned deed 48.47 acres, more or less, of said Moses Moore Survey.

SECOND TRACT (401.63 acres, more or less)

Being all of the El Paso Irrigation Company Survey, Abstract No. 102, and all of the Merritt Anderson Survey, and described by metes and bounds as follows:

BEGINNING at the most Westerly corner of said Merritt Anderson Survey on the NE boundary of the H. & T. C. R. R. Co. Survey No. 111;

THENCE N. 59 deg. 58 min. E., 5161.59 feet, along the NW boundaries of said Anderson and El Paso Irrigation Company Surveys, to the most Northerly corner of said El Paso Irrigation Company Survey;

THENCE S. 28 deg. 18 min. E., 2176.4 feet, along a boundary of said Sam Birkett Survey, to its most Southerly corner, such last mentioned boundary being a boundary of said First Tract, and said corner being the most Southerly corner of said First Tract;

THENCE S. 62 deg. W., 450 feet, along the NW boundary of the A. Robinson Survey to its most Westerly corner;

THENCE S. 28 deg. E., 2666 feet, along the SW boundary of said A. Robinson Survey, to its most Southerly corner on the NW boundary of the J. Arocha Survey No. 376;

THENCE S. 62 deg. 5 min. W., 1002.38 feet, along the NW boundary of said J. Arocha Survey No. 376, to its most Westerly corner on the NE boundary of the William Taylor Survey;

THENCE with boundaries of the William Taylor Survey as follows:

N. 28 deg. 4 min. 30 sec. W., 1258.57 feet, to the most Northerly corner of said William Taylor Survey;

S. 62 deg. 18 min. W., 2433.22 feet;

S. 59 deg. 14 min. 30 sec. W., 283.45 feet, to the most Westerly corner of said William Taylor Survey and

S. 28 deg. 28 min. 30 sec. E., 1566.18 feet to a corner on the NE boundary of said H. & T. C. R. R. Co. Survey No. 111;

THENCE N. 39 deg. 36 min. 30 sec. W., 3992.7 feet (along said NE boundary) to the place of beginning.

And being the same land conveyed by Anna H. Laughlin, et al to A. W. Foerster, by deed dated October 7, 1955, of record in Vol. 302, Page 590, Deed Records of Wilson County, Texas.

It is agreed and understood by the parties hereto that there is outstanding against said 48.47 acre tract a 1/2 interest in all royalties (not to be less than 1/16th) from all oil, gas and other minerals produced from said 48.47 acres, such royalty interest retained in said deed from Anna H. Laughlin, et al conveying said 48.47 acres. The said Anna H. Laughlin also retained a 1/16th royalty interest in all oil and gas produced from said 401.63 acres, such royalty interest retained in said deed conveying said 401.63 acres.

It is further agreed and understood by the parties hereto that that portion of said 401.63 acres consisting of the El Paso Irrigation Company Survey, Abstract No. 102, is presently under oil, gas and other mineral lease from A. W. Foerster, et ux, to Less Hutt, such lease dated September 8, 1960, of record in

Vol. 344, Page 409, Deed Records of Wilson County, Texas.

In such lease, A. W. Foerster, et ux, receive an additional 1/16th of 8/8ths royalty interest, and it is agreed that such additional royalty interest shall be paid to said A. W. Foerster, et ux, until the expiration of said lease.

It is further agreed and understood that approximately 148 acres of said First Tract has been placed in the Federal Government "Soil Bank" program, and that the payment to be paid by the Government for the year of 1962 shall be paid to A. W. Foerster, et ux, and Grantees agree not to graze or otherwise commercially use said 148 acres during the year of 1962, and to take subject to said Soil Bank contract through the year of 1962, said 148 acres of land separately fenced.

Said 401.63 acres is now subject to a surface lease to J.A. Sammons expiring on January 1, 1963, and Grantors shall retain the cash rental previously paid, but shall also pay all 1962 ad valorem taxes assessed against said 401.63 acre tract.

Said First Tract (other than said Soil Bank acreage) is presently under surface lease which expires on October 1, 1962. Grantors shall retain the cash rental previously paid for such surface lease, and shall pay all 1962 ad valorem taxes assessed against said First Tract up to October 1, 1962, that is such taxes have been prorated to said last mentioned date.

Said First Tract is encumbered by a pipeline easement conveyed to Moody and Seagraves, by instrument dated May 6, 1929, of record in Vol. 156, Page 533, Deed Records of Wilson County, Texas, and by a road easement conveyed to A. C. Benson, by instrument dated September 15, 1942, of record in Vol. 216, Page 41, Deed Records of Wilson County, Texas, and by unrecorded pipeline easement conveyed by A. W. Foerster to United Pipeline Company, and by unrecorded powerline easement from A. W. Foerster to Guadalupe Valley Electric Cooperative, Inc.



It is further agreed and understood by the parties hereto that the above described First Tract is encumbered by an easement conveyed to United Gas Pipe Line Company by A. W. Foerster, by instrument dated June 8, 1959, of record in Vol. 335, Page 524, Deed Records of Wilson County, Texas.

Grantors RESERVE AND EXCEPT from said tracts of land and this conveyance, for the benefit of themselves, their heirs and assigns, a ONE-HALF interest in all oil, gas and all other minerals in said tracts of land, for a period of FIFTY YEARS from the date hereof (that is through September 8, 2012) and as long thereafter as oil, gas or other mineral is produced from any part of said tracts of land, PROVIDED, a one-half of said outstanding royalties shall be absorbed by or subtracted from this reservation and this reservation includes a one-half interest in the possibility of reverter of said outstanding royalty interests. Otherwise, Grantees receive by this conveyance a one-half interest in all oil, gas and all other minerals in said tracts of land subject to a one-half proportionate part of said outstanding royalties (Grantees receiving hereby and herein a one-half interest in the possibility of reverter of said outstanding royalty interests) and subject to said oil and gas lease, and effective as of October 1, 1962 at 7:00 o'clock A. M., Grantees shall be paid one-half of the royalties now being paid to Grantors under the terms of said lease, SAVE AND EXCEPT said 1/16th of 8/8ths "additional royalty shall be paid to Grantors exclusively until the expiration of said lease, and after the expiration of said lease, said additional royalty shall be owned by Grantors and Grantees equally, but no longer as a royalty interest.

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 W. A. Childress and E. H. Chandler, their heirs and assigns forever and we do hereby bind



ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said W. A. Childress and E. H. Chandler, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim' the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien and the superior title to said land are retained herein, until the above described note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED this 8th. day of September, 1962.

*A. W. Foerster*  
A. W. Foerster

*Gladys H. Foerster*  
Gladys H. Foerster



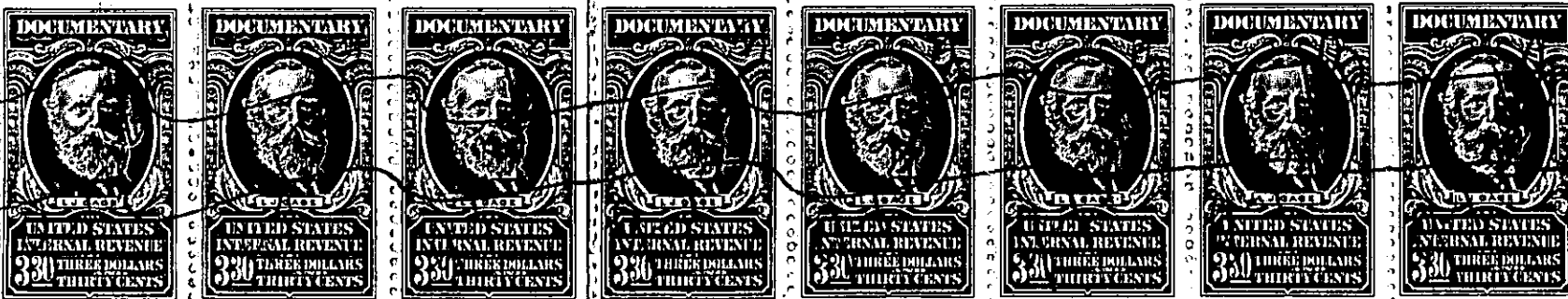
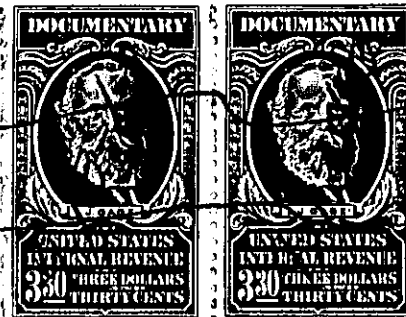
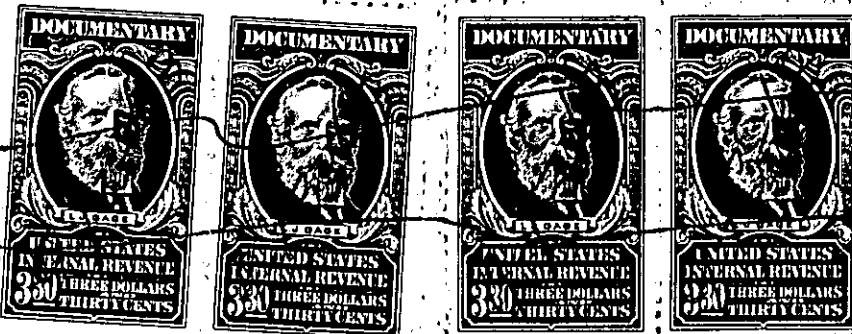
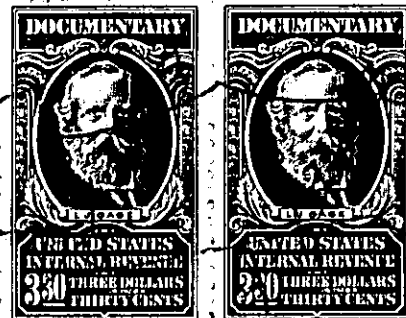
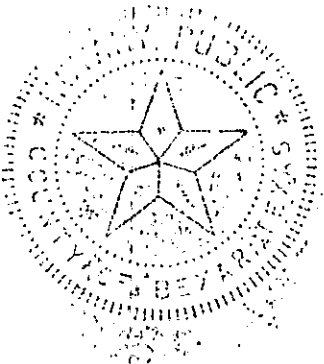
THE STATE OF TEXAS,  
COUNTY OF BEXAR.

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

Given under my hand and seal of office, this the 8th day of September, 1962.

*Edna Rosin*  
Notary Public, Bexar County, Texas.

EDNA ROSIN  
NOTARY PUBLIC, BEXAR COUNTY, TEXAS



Instrument Deed  
Filed for Record the 13 day of September 1962 at 1:20 P. M.  
Recorded the 19 day of September 1962 at 2:10 P. M.

*Richard Deef*  
COUNTY CLERK, WILSON COUNTY, TEXAS.

Vol. 33-B

No. 223

In The Name of



the State of Texas

## To All to Whom These Presents Shall Come, Know Ye:

I, **JOHN CONNALLY**, Governor of the State aforesaid, by virtue of the power vested in me by law and in accordance with the laws of said State in such case made and provided, do by these presents Grant to **E. H. CHANDLER** HIS heirs and assigns forever, **FIFTY-THREE AND 74/100 (53.74)** acres of land situated and described as follows in **WILSON** County, known as S. P. 16152, **E. H. Chandler, about 10 miles North 10° East from Floresville, Texas.**

Bought and fully paid for on the application of **E. H. Chandler** filed in the General Land Office **March 11, 1963** under the laws regulating the sale of Public Free School land, and provisions of an Act approved June 19, 1939, amending the law relating to the sale of unsurveyed school land.

Beginning at a 4" x 4" concrete monument placed in the most Southern East boundary of the Moses Moore 160 acre Survey (Bexar Pre-emption) and at the Southwest corner of the A. Drane Survey 91-2/3 for the Northwest corner of this tract, from which the ell corner of the said Moore Survey and the Northwest corner of the said Drane Survey bears N. 30° W. 201.3 varas. From said concrete monument a 10" post oak marked X bears S. 28° 27' E. 8.3 varas and another 10" post oak marked X bears N. 72° 19' E. 11.0 varas.

Thence with the South boundary of the A. Drane Survey 91-2/3 N. 60° 15' E., pass at 330.1 varas a 4" x 4" concrete monument placed in fence line of the Southwest boundary of a county road, in all on this course 849.43 varas to a point in the center line of said road for a Northerly corner of this tract. From said concrete monument a nail head in a power pole bears N. 95° 45' W. 32.35 varas and a 14" black jack marked X bears N. 3° 28' W. 38.25 varas.

Thence with the Southwesterly boundary of a small portion of vacant State land and the center line of said road S. 76° 17' E. 139.1 varas to a point in said road for a Northeasterly corner of this tract and in the West boundary of the A. Drane Survey No. 92, from which the Southeast corner of the Moses Moore Survey bears N. 30° W. 297.0 varas.

Thence with the West boundary of said Drane Survey S. 30° E., pass at 18.4 varas a 4" x 4" concrete monument placed in fence line on the Southwest boundary of said county road, from which an 8" black jack marked X bears N. 0° 3' W. 25.9 varas and a nail head in a power pole bears N. 84° 28' W. 37.05 varas, in all on this course 227.3 varas to another 4" x 4" concrete monument on said boundary for the Southeast corner of this tract and a Northeast corner of another A. Drane Survey containing

468.3 acres, from which a 24" post oak marked X bears S. 27° 40' W. 63.4 varas and a North prong of a double 16" black jack marked X bears S. 43° 01' E. 17.05 varas. From said concrete monument another concrete monument placed for the Southwest corner of the Drane Survey No. 92 bears S. 30° E. 63 varas.

Thence with the North boundary of the Drane 468.3 acre Survey S. 60° 15' W. 961.0 varas to a 4" x 4" concrete monument for the Southwest corner of this tract, same being the Northwest corner of the last mentioned Drane Survey and being in the East boundary of the Sam Birkett Survey No. 6, from which a 12" live oak marked X bears N. 39° 15' W. 38.8 varas and a 12" post oak marked X bears N. 73° 47' W. 51.9 varas.

Thence with the East boundary of the said Birkett Survey N. 27° 26' W. 245.2 varas to a 1" galvanized iron pipe placed for the most Western Southeast corner of the aforementioned Moses Moore Survey for an angle corner of this tract, from which the trunk of a dead 10" black jack marked X (old) standing about 4 feet high bears N. 7° 30' W. 8.94 varas and the center of a stump hole of a dead 8" black jack lying on the ground bears N. 46° 30' E. 8.1 varas.

Thence with the most Southern East boundary of the Moses Moore Survey N. 30° W. 78.0 varas to the place of beginning.

One-eighth of all oil, gas, sulphur and other minerals is reserved as a free royalty to the State.

Hereby relinquishing to **HIM** the said **E. H. CHANDLER** and **HIS** heirs or assigns forever all the right and title in and to said land heretofore held and possessed by the said State, and I do hereby issue this Letter Patent for the same.

S. F. 16152

IN TESTIMONY WHEREOF, I have caused the Seal of the State to be affixed, as well as the Seal of the General Land Office, Done at the City of Austin on the **THIRTIETH** day of **JULY** in the year of Our Lord One Thousand Nine Hundred and **SIXTY-THREE**.

*Jerry Sadler*  
Jerry Sadler,  
Commissioner of the General Land Office.

*John Connally*  
Governor.

D32-959-1M-C96

Instrument Patent

Filed for Record the 9th. day of August 1963 at 9:00 A. M.

Recorded the 13th. day of August 1963 at 9:45 A. M.

*Richard Delf*  
COUNTY CLERK, WILSON COUNTY, TEXAS.



101 403 PAGE 48

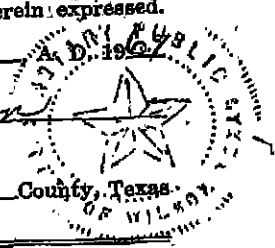
THE STATE OF TEXAS  
County of Wilson

Before me, the undersigned authority, on this day

personally appeared E. H. CHANDLER  
known to me to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 10TH day of July

Luell Steagen  
Notary Public in and for  
Wilson



Instrument Right of Way Agreement  
Filed for Record the 6th day of September, 1967 at 9:05 a M.  
Recorded the 6th day of September, 1967 at 10:45 a M.

Richard Balf  
COUNTY CLERK, WILSON COUNTY, TEXAS

VOL 423 PAGE 40

DIT/rw

STATE OF TEXAS     §  
COUNTY OF WILSON   §

KNOW ALL MEN BY THESE PRESENTS:

That I, E. H. CHANDLER, of Crockett County, Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to me in hand paid by the Grantee herein-after named, receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto A. W. FOERSTER of Wilson County, Texas, for a term of fifty (50) years from September 8, 1962, and as long thereafter as oil, gas or other minerals are produced from the hereinafter described lands (terminates in the absence of production on September 8, 2012), an undivided one-half (1/2) of all oil, gas and other minerals in, on, under or that may be produced from the following described lands situated in Wilson County, Texas, to-wit:

53.74 acres of land, being all of the E. H. Chandler Survey, S. F. 16152, in Wilson County, Texas, more fully described in Patent dated July 13, 1963, from the State of Texas to E. H. Chandler, recorded in Volume 368, Page 105, Deed Records, Wilson County, Texas,

together with right of ingress and egress thereto and therefrom.

The one-half (1/2) undivided term mineral interest hereinabove conveyed is subject to its one-half (1/2) proportionate part of the one-eighth (1/8) of all oil, gas, sulphur and other minerals reserved as a free royalty to the State of Texas in said above described Patent.

TO HAVE AND TO HOLD said above described term mineral interest unto the above named Grantee, his heirs and assigns forever, and I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under me, but not otherwise.

EXECUTED this 12th day of September, 1969.

  
E. H. CHANDLER

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared E. H. CHANDLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22<sup>nd</sup> day of September, 1969.

*John H. Dittmar*  
Notary Public in and for  
BEXAR County, Texas  
JOHN H. DITTMAR  
Notary Public, Bexar County, Texas

instrument: Mineral Deed  
Filed for Record the 24th day of September, 1969 at 8:55 a M  
Recorded the 24th day of September, 1969 at 10:50 a M

*Richard Bell*  
COUNTY CLERK IN AND FOR WILSON COUNTY, TEXAS



VOL 423 PAGE 42

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UNITED STATES DEPARTMENT OF AGRICULTURE  
Farmers Home Administration

VOL 472 PAGE 758

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that GREAT PLAINS WESTERN  
Oil & Gas Co., Inc. CORP  
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other  
good and valuable consideration paid by WATER SIGHT  
hereinafter called Grantee, the receipt and sufficiency of which is hereby  
acknowledged, does hereby grant, bargain, sell, transfer, and convey to said  
Grantee, its successors, and assigns, a perpetual easement with the right to  
erect, construct, install, and lay and thereafter use, operate, inspect, re-  
pair, maintain, replace, and remove PIPELINE EQUIPMENT  
over and across 2,056.62 acres of land, more particularly described in instru-  
ment recorded in Vol. 462, Page 523, Deed Records, Wilson Co  
County, Texas, together with the right of ingress and egress over Grantors'  
adjacent lands for the purpose for which the above mentioned rights are granted.  
The easement hereby granted shall not exceed 15' in width, and Grantee is hereby  
authorized to designate the course of the easement herein conveyed except that  
when the pipe line is installed, the easement herein granted shall be limited  
to a strip of land 15' in width the center line thereof being the pipe line as  
installed.

The consideration recited herein shall constitute payment in full  
for all damages sustained by Grantors by reason of the installation of the  
structures referred to herein and the Grantee will maintain such easement in  
a state of good repair and efficiency so that no unreasonable damages will  
result from its use to Grantors' premises. This Agreement, together with  
other provisions of this grant, shall constitute a covenant running with the  
land for the benefit of the Grantee, its successors, and assigns. The Grantors  
covenant that they are the owners of the above described lands and that said  
lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument  
this 22nd day of January, 1975.

GREAT PLAINS WESTERN  
By Norman Kallis, Agent

ACKNOWLEDGEMENT

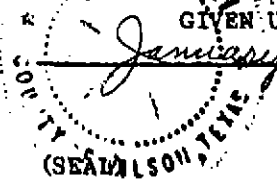
STATE OF TEXAS            I  
COUNTY OF Wilson        I

BEFORE ME, the undersigned, a Notary Public in and for said County and  
State, on this day personally appeared Norman Kallis

known to me to be the person(s) whose name(s) is (are) subscribed to the  
foregoing instrument, and acknowledged to me that he (she) (they) executed the  
same for the purposes and consideration therein expressed, and in the capacity therein  
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22nd day of  
January, 1975.

Joyce Cochran  
Notary Public in and for  
Wilson County, Texas



STATE OF TEXAS        §  
COUNTY OF WILSON    §

I, Richard Bolf, Clerk of the County Court of Wilson County, Texas, do hereby certify that the  
within instrument with its certificate of authentication was filed for registration in my office on Jan 29  
19 75, at 5:00 o'clock P.M., and duly recorded on Feb 4, 19 75, at 9:30  
o'clock A.M., In Vol. 472, Pages 758 of record of Deed for  
said County.

Witness my hand and seal of office, at Floresville, the day and date last above written.  
RICHARD BOLF, County Clerk,  
Wilson County, Texas  
By: Mariane Keller Deputy

RIGHT OF WAY EASEMENT  
(General Type Easement)

VOL 480 PAGE 801

9182

KNOW ALL MEN BY THESE PRESENTS, that Great Plains Western Corp. hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by S. S. Water Supply Corp. hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines and pipeline equipment over and across 2,056.62 acres of land, more particularly described in instrument recorded in Vol. 462, Page 523, Deed Records, Wilson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

"Mortgage indebtedness to Travelers Insurance Company, and to Stephen Shalom and Colossal Cattle Company, secured by Deeds of Trust."



IN WITNESS WHEREOF the said Grantors have executed this instrument this 7<sup>th</sup> day of November, 1975.

GREAT PLAINS WESTERN CORPORATION

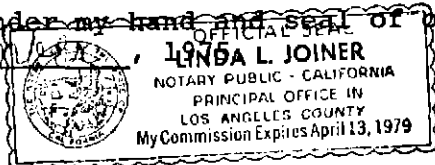
William J. Dale Secretary

By: [Signature]  
(Title) President

THE STATE OF CALIFORNIA  
COUNT OF LOS ANGELES

BEFORE ME, the undersigned authority, on this day personally appeared R. C. Chapman, President and William J. Dale, Secretary, of GREAT PLAINS WESTERN CORP., a corporation, known to me to be the persons whose names ~~is are~~ subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this, the 7<sup>th</sup> day of November, 1975.



Linda L. Joiner  
Notary Public, Los Angeles County, CA

"RESOLVED that R. C. Chapman, President, and William J. Dale, Secretary, are hereby authorized to execute a right-of-way easement in favor of the S. S. Water Supply Corporation across the real property owned by this Company in Wilson County, Texas, generally known as Triple C Brangus Ranch, and comprised of approximately 2,035 acres, or more particularly described in the instrument recorded in Vol. 462, Page 523, Deed Records, Wilson County, Texas.

The easement shall not exceed 15' in width and include a right of ingress and egress over adjacent lands. The Company shall designate the course of the easement. The easement shall constitute a covenant running with the land."

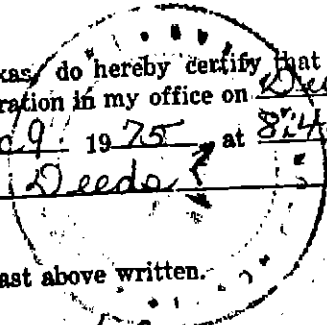
I, William J. Dale, Secretary of Great Plains Western Corporation, hereby certify that the foregoing resolution was adopted by the Board of Directors at the regular meeting held November 11, 1975.

*W. J. Dale*  
W. J. Dale, Secretary

Dated: November 17, 1975.

STATE OF TEXAS §  
COUNTY OF WILSON §

I, Richard Bolf, Clerk of the County Court of Wilson County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on Dec 1 19 75, at 3:10 o'clock P.M., and duly recorded on Dec 9 19 75 at 8:40 o'clock A.M., in Vol. 480 Pages 801-802 of record of Deeds for said County.



Witness my hand and seal of office, at Floresville, the day and date last above written.

RICHARD BOLFF, County Clerk,  
Wilson County, Texas

By: Madine Keller Deputy

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that GREAT PLAINS WESTERN CORP. (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by S. S. WATER SUPPLY CORPORATION (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove Water lines & equipment over and across 2035.14 acres of land, more particularly described in instrument recorded in Vol. 462, Page 523, Deed Records, Wilson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 29th day of Dec, 1982.

Mozelle M. Duke Vice President

THE STATE OF CALIFORNIA COUNTY OF S S S

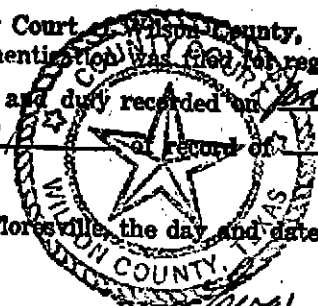
This instrument was acknowledged before me on the 29th day of December, A.D., 1982, by Mozelle M. Duke V.P. of Great Plains Western, a corporation, on behalf of said corporation.



Berryman B. Pabst Notary Public for the State of California BERRYMAN B. PABST My Commission Expires: 8-16-84

STATE OF TEXAS COUNTY OF WILSON

I, Richard Bolt, Clerk of the County Court, Wilson County, Texas, do hereby certify that the within instrument with its certificate of authentication was registered in my office on 1983 at 8:50 o'clock A.M. and duly recorded on 11:05 at 11:05 o'clock A.M., in Vol. 593 Pages 76 for said County.



Witness my hand and seal of office, at Floresville, the day and date last above written.

RICHARD BOLF, County Clerk, Wilson County, Texas

By: [Signature] Deputy



GRANTOR: ALLAN A. BIEGERT, JR., et. ux.

GRANTEE: GTE Southwest  
301 Industrial Blvd.  
Bryan, TX 77803

VOL 917 PAGE 288

63001

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS }  
COUNTY OF WILSON }

} KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE: SUTHERLAND SPRINGS  
LOC. CODE: 6216  
ORDER NO. ~~7T002RK~~ 7F00ask

That WE, ALLAN A. BIEGERT JR., and wife, RUBY BIEGERT of the County of BEXAR and State aforesaid, for and in consideration of the sum of TEN & 00/100 Dollars (\$10.00) and other good and valuable consideration to US in hand paid by GTE Southwest Incorporated, convey unto GTE Southwest Incorporated, its successors and assigns, an easement FIFTEEN FEET (15') in width, to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

A portion of those certain tract or parcel of land containing 1640.9 acres of land out of the SAM BIRKETT SURVEY NO. 6, ABSTRACT #487, the I. WALKER SURVEY, ABSTRACT #485, the WM. CALVIN, ABSTRACT #83, the GABRIEL HENRIES SURVEY, ABSTRACT #174, the THOMAS TOBY SURVEY, ABSTRACT #328, the E. H. CHANDLER SURVEY, ABSTRACT #556, the T. TOBY SURVEY, ABSTRACT #326, and the MOSES MOORE SURVEY, ABSTRACT #231, all of WILSON COUNTY, STATE OF TEXAS, said tract being more particularly described in a Deed from Schertz 93, LTD., to Allan A. Biegert, Jr., and wife, Ruby Biegert, dated 19 July 1985, recorded in Volume 643, at Page 221, of the Deed Records, County and State aforesaid.

An easement fifteen feet in width, said easement being parallel and adjacent to the Westerly occupied right of way line of County Road #307, said easement being the Easterly and Northeasterly fifteen feet of the aforesaid tracts of land abutting said County Road #307, said easement being 10,409' feet more or less in length.

The Grantee hereby agrees the surface of the aforesaid easement will be returned to as near as possible to its original condition. The Grantee further agrees that fences will be supported with H-braces during the period of construction and restored to as good condition as existed prior to construction.

Situated in WILSON County, State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance on such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have been advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 3 day of JUNE, 1996.

July

Allan A. Biegert Jr.  
ALLAN A. BIEGERT JR., SS# 23 40 0338  
Ruby Biegert  
RUBY BIEGERT

DOC# A21

NOTARY ACKNOWLEDGE ON BACK OF FORM



CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

VOL 917 PAGE 289

THE STATE OF TEXAS

COUNTY OF BEXAR

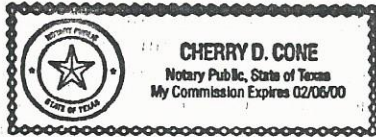
This instrument was acknowledged before me on July 3, 1996, by ALLAN A. BIEGERT and wife, RUBY BIEGERT.

(Signature) Cherry D Cone

(Print Name) Cherry D Cone

Notary Public, State of TEXAS

My Commission Expires 2-6-00



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in Official Public Records VOL 917 PAGE 288-289 OF WILSON COUNTY, TEXAS ON

SEP 9 1996



Eva S. Martinez  
COUNTY CLERK  
WILSON COUNTY, TEXAS

FILED

For record in my office

9 day of Sept 19 96

at 9:50 o'clock AM

EVA S. MARTINEZ, County Clerk

Wilson County, Texas

*Eva S. Martinez*

Fee: \$12

63001

RIGHT OF WAY EASEMENT  
93470

THE STATE OF TEXAS  
County of Wilson

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, Alan A. Biegert & Ruby H. Biegert

(Unmarried) (husband and wife) for a good and valuable consideration, the receipt of which hereby acknowledged, do hereby grant unto GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC., a cooperative corporation, whose post office address is Gonzales, Texas, and to its successors or assigns, the right of ingress and egress upon the lands of the undersigned, situated in the County of Wilson State of Texas, and more particularly described as follows: Being a tract of 463.26 acres of land, more or less, out of the T. Toby original Survey, in County, Texas, located about 6 miles in a easterly direction from the town of LaVernia and bounded on the North by land owned by CR 319 and bounded on the South by land owned by \_\_\_\_\_ and bounded on the East by land owned by CR 307 and bounded on the West by land owned by CR 319 and being situated on the south side of the road leading from CR 307 to FM 775 and being the same land described in a deed from \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ of record in Vol. 643, Pages 221 of the deed records of Wilson County, Texas, to which deed and the Record thereof reference is hereby made for more particular description and identification of said tract of land:

The Cooperative shall have all rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantors' adjacent lands to and from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, patrolling, installing new wire on, operating, maintaining, providing adequate clearances and removing said lines and appurtenances; conducting archeological, historical, environmental or other studies; the right to relocate and rebuild said lines and appurtenances; the right to remove, trim, cut down or chemically treat with herbicides, trees or shrubbery or parts thereof or any other obstructions which may endanger, interfere or impair the efficiency, safety or convenient operation of said line and its appurtenances; the right to place temporary guys, poles and supporting structures for use in erecting, replacing or removing such lines; and the right to remove, cut down, chemically treat with herbicides, and prevent the growth of any trees or shrubs within 10 feet of said line. Grantor shall not construct any structure or improvement, nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances nearer than 10 feet to said line in any manner as to conflict with the National Electrical Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and that this shall be a covenant running with the land. Such construction shall include, but not be limited to, new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

In witness whereof, the undersigned have set their hands, this the 3rd day of August A.D. 2000

Alan A. Biegert  
Ruby H. Biegert

THE STATE OF TEXAS,

County of Guadalupe Before me, the undersigned authority, on this day personally

appeared Alan A. Biegert known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas

THE STATE OF TEXAS

County of Guadalupe Before me, the undersigned authority, on this day personally

appeared Alan A. Biegert and Ruby H. Biegert his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and considerations therein expressed, and the said \_\_\_\_\_

wife of the said \_\_\_\_\_, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_

acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 3rd day of October A.D. 2000



Jessie Johnston  
Notary Public in and for Guadalupe County, Texas

Form No. 109  
(1) - 92

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING



FILED 93470

For record in my office  
29 day of November 20 00  
at 8:15 o'clock AM

EVA S. MARTINEZ, County Clerk  
Wilson County, Texas

1129

By *Judy Fleming* Deputy  
Flid & Gen: JVEC

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REUSE, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE IT VIOLATES THE POLICY IS HEREBY VOID UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF WILSON  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me,  
and was duly RECORDED in Official Public Records  
VOL 1049 PAGE 516-517  
OF WILSON COUNTY, TEXAS ON

NOV 29 2000



*Eva S. Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS



Grantee, Grantee's heirs, assigns, and/or successors forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, assigns, and/or successors against every person whomsoever lawfully claiming or to claim the same or any part thereof.

To the extent that same remain in force and effect, this conveyance is made and accepted subject to the following conditions, easements, restrictions, and reservations, if any:

- (1.) Right-of-Way easements to S. S. Water Supply Corporation dated January 22, 1975, recorded in Volume 472, Page 758, dated November 7, 1975, recorded in Volume 480, Page 801, and dated December 29, 1982, recorded in Volume 593, Page 761, Deed Records of Wilson County, Texas.
  - (2.) Outstanding one-half (1/2) interest in all oil, gas and other minerals for a period of 50 years from September 8, 1962, plus continuing production as reserved in Deed from A. W. Foerster, et ux to W. A. Childress and E. H. Chandler, dated September 8, 1962, recorded in Volume 358, Page 197, Deed Records of Wilson County, Texas.
  - (3.) One-eighth (1/8<sup>th</sup>) of all oil, gas, sulphur and other minerals reserved by the State of Texas as free royalty in patent of 53.74 acres, being the E. H. Chandler Survey, S. F. 16152, as per Patent recorded in Volume 368, Page 105, Deed Records of Wilson County, Texas.
  - (4.) Outstanding one-half (1/2) of the minerals for a term of 50 years from September 8, 1962, plus continuing production from the 53.74 acre E. H. Chandler Survey, S.F. 16152 as conveyed to A. W. Foerster by Mineral Deed dated September 12, 1969, recorded in Volume 423, Page 40, Deed Records of Wilson County, Texas.
  - (5.) Easement from A. W. Foerster to United Gas Pipeline Company dated June 8, 1959, recorded in Volume 335, Page 524, Deed Records of Wilson County, Texas.
  - (6.) Pipeline Easement dated July 10, 1967, recorded in Volume 403, Page 47, Deed Records of Wilson County, Texas, from E. H. Chandler to Sun Oil Company.
  - (7.) Pipeline Easement dated May 6, 1929 from W. C. Specht to Moody & Seagraves, recorded in Volume 156, Page 533 of the Deed Records of Wilson County, Texas and as shown on survey plat dated November 2, 2005 by Raymundo Villarreal No. 12525-A-10-05.
  - (8.) Unrecorded Agricultural Lease dated February 27, 2006, by and between Triple B Ranch Joint Venture and Jerry Voges.
  - (9.) Easement dated July 3, 1996 from Allan A. Biegert, Jr. and Ruby Biegert to GTE Southwest, recorded in Volume 917, Page 288, Official Public Records of Wilson County, Texas.
  - (10.) Powerline Easement dated August 3, 2000 from Allan A. Biegert, Jr. and Ruby Biegert to Guadalupe Valley Electric Cooperative, Inc., recorded in Volume 1049, Page 516, Official Public Records of Wilson County, Texas and as shown on survey plat dated November 2, 2005 by Raymundo Villarreal No. 12525-A-10-05.
-

EXECUTED this 12 day of April, 2006.

TRIPLE B JOINT VENTURE

BY: Ruby H. Biegert  
RUBY H. BIEGERT Individually and  
as Trustee of the Ruby H. Biegert  
Residuary Trust U/W/O Allan A. Biegert,  
Jr., Deceased -- Joint Venturer

BY: Gail Ann Hyatt  
GAIL/ANN HYATT, Individually  
Joint Venturer

BY: Gail Ann Hyatt  
GAIL/ANN HYATT, Trustee of the  
JASON ALL HYATT TRUST 1994  
Joint Venturer

BY: Gail Ann Hyatt  
GAIL/ANN HYATT, Trustee of the  
WILLIAM CROCKETT HYATT TRUST 1994  
Joint Venturer

BY: Brenda Sue Prestage  
BRENDA SUE PRESTAGE, Individually  
Joint Venturer

BY: Brenda Sue Prestage  
BRENDA SUE PRESTAGE, Trustee of  
the KELLY JO PRESTAGE TRUST 1994  
Joint Venturer

BY: Brenda Sue Prestage  
BRENDA SUE PRESTAGE, Trustee of  
the BREANNE NICOLE PRESTAGE  
TRUST 1994 -- Joint Venturer

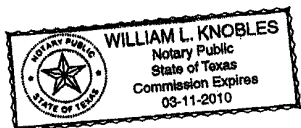
PORTIONS OF THIS DOCUMENT MAY  
NOT BE LEGIBLE/REPRODUCIBLE  
WHEN RECEIVED FOR RECORDING

STATE OF TEXAS §  
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on April 12, 2006, by RUBY H. BIEGERT, Individually and as Trustee of the RUBY H. BIEGERT RESIDUARY TRUST U/W/O ALLAN A. BIEGERT, JR., DECEASED, Joint Venturers of TRIPLE B JOINT VENTURE, on behalf of said joint venture.

Notary Public, State of Texas

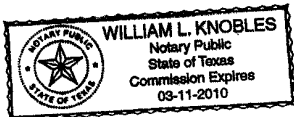
STATE OF TEXAS §  
COUNTY OF GUADALUPE §



This instrument was acknowledged before me on April 12, 2006, by GAIL ANN HYATT, Individually and as Trustee of the JASON ALLAN HYATT TRUST 1994 and as Trustee of the WILLIAM CROCKETT HYATT TRUST 1994, Joint Venturers of TRIPLE B JOINT VENTURE, on behalf of said joint venture.

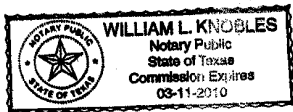
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF GUADALUPE §



This instrument was acknowledged before me on April 12, 2006, by BRENDA SUE PRESTAGE, Individually and as Trustee of the KELLY JO PRESTAGE TRUST 1994 and as Trustee of the BREANNE NICOLE PRESTAGE TRUST 1994, Joint Venturers of TRIPLE B JOINT VENTURE, on behalf of said joint venture.

Notary Public, State of Texas



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## EXHIBIT A

February 2, 2006

### FIELD NOTES

a 1419.893 acre tract of land being all of that certain 1419.893 acre tract of land described in deed to TRIPLE B RANCH JOINT VENTURE, dated August 27, 2005, recorded in Volume 1298 at Page 151 of the Deed Records of Wilson County, Texas, being out of various surveys in said Wilson County, Texas, said 1419.893 acre tract being more particularly described, as follows:

BEGINNING at a point on the Southwest line of County Road 319, the most Northerly corner of the said 1419.893 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, the most Northerly corner of the herein described tract;

THENCE Southeasterly along the fence on the Southwest line of County Road 319, as follows:

S. 76° 49' 00" E. - 3830.80 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;

S. 77° 13' 20" E. - 550.45 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;; and

S. 77° 23' 50" E. - 1805.90 feet, to a point in same, the most Northerly corner of that certain 0.129 acre tract of land described in deed from Allan A. Biegert, Jr. and wife, Ruby, to S.S. Water Supply Corporation, dated February 4, 1994, recorded in Volume 846 at Page 372 of the Deed Records of Wilson County, Texas, a 1/2" x 48" iron rod with surveyors cap # 1550 set, a re-entrant corner of the herein described tract;

THENCE S. 12° 36' 10" W. - 75.00 feet to a point, the most Westerly corner of the said 0.129 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, an inside corner of the herein described tract;

THENCE S. 77° 23' 50" E. - 75.00 feet to a point, the most Southerly corner of the said 0.129 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, an inside corner of the herein described tract;

THENCE N. 12° 36' 10" E. - 75.00 feet to a point on the Southwest line of County Road 319, the most Easterly corner of the said 0.129 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, a re-entrant corner of the herein described tract;

THENCE Southeasterly along the fence on the Southwest line of County Road 319, as follows:

S. 75° 58' 20" E. - 373.38 feet, a 1/2" x 48" iron rod with surveyors cap # 1550 set; S. 49° 37' 25" E. - 58.10 feet, a 1/2" x 48" iron rod with surveyors cap # 1550 set; and S. 29° 26' 55" E. - 3719.55 feet to its intersection with the Northwest line of County Road 307, a corner of the said 1419.893 acre tract, a 1/2" x 24" iron rod with surveyors cap # 1550 set, a corner of the herein described tract;

THENCE S. 60° 35' 18" W. - 847.83 feet along the fence on the Northwest line of County Road 307 to a corner of same, an inside corner of the said 1419.893 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, an inside corner of the herein described tract;

THENCE S. 29° 38' 43" E. - 1094.29 feet along the fence on the Southwest line of County Road 307 to its intersection with the Northwest line of County Road 317, the most Easterly corner of the said 1419.893 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, the most Easterly corner of the herein described tract;

THENCE Southwesterly along the fence on the Northwest line of County Road 317, as follows:  
S. 59° 54' 12" W. - 1425.63 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
S. 61° 39' 02" W. - 1352.25 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
S. 60° 32' 38" W. - 1160.19 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
S. 60° 08' 09" W. - 300.74 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
S. 59° 57' 09" W. - 385.30 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
S. 60° 42' 24" W. - 691.63 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set; and  
S. 60° 58' 54" W. - 1961.07 feet, to an angle in same, continuing along a line being the extension of the Northwest line of County Road 317, a total distance of 2265.47 feet to its intersection with a field fence, a 3/8" x 36" iron rod set, said point being on the Northeast line of that certain 616.282 acre tract of land described in deed from Allen August Biegert, III, to his wife, Debra Kay Biegert, dated August 27, 2005, the most Southerly corner of the herein described tract;

THENCE Northwesterly along said field fence, same being the Northeast line of the said 616.282 acre tract, as follows:

N. 32° 54' 50" W. - 1566.39 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
S. 66° 53' 15" W. - 14.47 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 33° 29' 30" W. - 1443.76 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 02° 57' 30" E. - 24.39 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 05° 01' 40" E. - 84.96 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 34° 24' 40" E. - 246.17 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 18° 21' 15" E. - 15.00 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 16° 46' 23" E. - 711.25 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set; and  
N. 76° 34' 15" W. - 2901.25 feet to a point on the fence, the most Northerly corner of the said 616.282 acre tract, a 1/2" x 48" iron rod with surveyors cap # 1550 set, the most Westerly corner of of the said 1419.893 acre tract, the most Westerly corner of the herein described tract;

THENCE Northeasterly along the fence on the Northwest line of the said 1419.893 acre tract, as follows:

N. 41° 42' 55" E. - 812.08 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
N. 41° 38' 30" E. - 1021.92 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
N. 41° 28' 55" E. - 753.68 feet, to an angle in same, a 1/2" x 48" iron rod with surveyors cap # 1550 set;  
N. 13° 25' 30" E. - 622.00 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
N. 13° 17' 47" E. - 1413.06 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set;  
N. 13° 22' 25" E. - 344.05 feet, to an angle in same, a 1/2" x 24" iron rod with surveyors cap # 1150 set; and  
N. 13° 19' 00" E. - 1442.77 feet, to the POINT OF BEGINNING.

CONTAINING 1419.893 acres of land, more or less.

NOTE: BASE BEARING = S. 76° 49' 00" E. - from 868/819.

Wilson County Abstract Co.  
P.O. Box 847 - 1429 3rd St.  
Floresville, Texas 78114  
(830) 393-2810

Filed for Record in:  
Wilson County  
by Eva S. Martinez  
County Clerk

On: Apr 13, 2006 at 03:51P

As a Recording

Document Number: 00013303  
Total Fees : 40.50

Receipt Number - 48227  
By,  
Lupe Aranda,

Ad r: WLK

Any provision herein which restricts the sale, rental, or use  
of the described realproperty because of color or race is  
invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me and was duly RECORDED in Official Public  
Records the Value: 1334 and Page: 769 of the named  
records of: Wilson County  
as stamped hereon by me.

Apr 13, 2006



*Eva S. Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS





ENTERPRISE AND LA VERNIA HOMES expressly agree that this agreement shall be of no force and effect as to any portion of the tract of land described in the Original Easement which lies outside the PROPERTY.

Except as agreed to herein, said Original Easement remains in full force and effect; its provisions are extended to this Supplemental Agreement to Existing Right of Way and Easement, and the Original Easement is hereby ratified and confirmed unto the parties, their successors and assigns. To the extent any conflict exists between the Original Easement and this Supplemental Agreement to Existing Right of Way and Easement, the terms and conditions of the Original Easement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this the 28<sup>th</sup> day of August, 2006.

ENTERPRISE TEXAS PIPELINE L.P.

By: Enterprise Holding III, L.L.C.

Its General Partner

By: Carl Richardson

Name: Carl Richardson

Title: Agent and Attorney-in-Fact

LA VERNIA HOMES, LTD  
Rural Management, L.L.C., General Partner

By: Will Rose

Name: Will Rose

Title: President

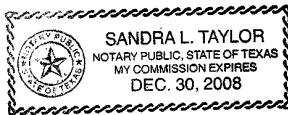
ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2006, by Carl Richardson, Agent and Attorney-in-Fact for ENTERPRISE HOLDING III, L.L.C.

Sandra L Taylor  
Notary Public, State of Texas

Notary commission expires:  
12-30-2008



PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING



EXHIBIT A  
TO  
SUPPLEMENTAL AGREEMENT TO EXISTING RIGHT OF WAY AND EASEMENT

TRACT 1

Field notes of a Variable Width Gas Pipeline Easement covering 1.569 acres of land situated in Wilson County, Texas and being out of Sam Birkett Survey, Abstract 487, and being over part of that 1419.893 acre tract conveyed to La Vernia Homes, Ltd., and recorded in Volume 1334, Page 769 of the Official Public Records of Wilson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron pin found at fence corner at the south corner of this easement and being the south corner of said 1419.893 acre tract, being an interior corner of a 616.282 acre tract described in deed recorded in Volume 1298, Page 158.

Thence with fence along the southwest line of said 1419.893 acre tract and this easement, being the northeast line of said 616.282 acre tract, as follows:

N 33° 18' 22" W. 1567.31 feet to a 1/2" iron pin with cap found at a corner.  
S 60° 35' 39" W. 14.08 feet to a 1/2" iron pin with cap found at a corner.  
N 34° 01' 50" W. 1446.21 feet to a 1/2" iron pin with cap found at an angle point in said 1419.893 acre tract, being the southwest corner of this easement.

Thence N 01° 03' 16" W. 15.91 feet, continuing along the line between the 1419.893 acre tract and said 616.282 acre tract, to a point at the northwest corner of this easement.

Thence along the northeast line of this easement, as follows:

S 34° 45' 35" E. 2111.19 feet to an angle point.  
S 33° 26' 16" E. 919.40 feet to a point in fence line in the southeast line of said 1419.893 acre tract, being the east corner of this easement.

Thence S 60° 28' 01" W. 31.89 feet with fence along the southeast line of said 1419.893 acre tract, to the place of Beginning and covering 1.569 acres of land according to a survey made on the ground.

All 1/2" iron pins set with orange plastic cap "RPLS 4020".

TRACT 2

Field notes of a 50.00 Foot Wide Gas Pipeline Easement covering 1.710 acres of land situated in Wilson County, Texas and being out of Sam Birkett Survey, Abstract 487, and being over part of that 1419.893 acre tract conveyed to La Vernia Homes, Ltd., and recorded in Volume 1334, Page 769 of the Official Public Records of Wilson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point in fence line at the west corner of this easement and being in the northwest line of said 1419.893 acre tract, being the southeast line of the Weisner Ranch Enterprises, LTD., Property described in deed recorded in Volume 1138, Page 408, said point being N 41° 12' 40" E. 813.22 feet and N 41° 07' 09" E. 319.07 feet from a 1/2" iron pin with cap found at the most westerly corner of said 1419.893 acre tract.

Thence N 41° 07' 09" E. 51.75 feet along the northwest line of said 1419.893 acre tract to a point at the north corner of this easement.

Thence S 33° 55' 15" E. 1522.94 feet across said 1419.893 acre tract to a point in fence line in a north line of a 616.282 acre tract described in deed recorded in Volume 1298, Page 158, being a south line of said 1419.893 acre tract, and being the southeast corner of this easement.

Thence N 77° 07' 11" W. 73.04 feet with fence along the south line of said 1419.893 acre tract, being the north line of said 616.282 acre tract, to a point at the southwest corner of this easement.

Thence N 33° 55' 15" W. 1456.33 feet across said 1419.893 acre tract, to the place of Beginning and covering 1.710 acres of land according to a survey made on the ground.

All 1/2" iron pins set with orange plastic cap "RPLS 4020".

Filed for Record in:  
Wilson County  
by Eva S. Martinez  
County Clerk

On: Aug 31, 2006 at 10:12A

As a Recording

Document Number: 00017397  
Total Fees : 32.00

Receipt Number - 53521  
By,  
Lupe Aranda,

*A* : Rose Property

Any provision herein which restricts the sale, rental, or use  
of the described realproperty because of color or race is  
invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me and was duly RECORDED in Official Public  
Records the Volume: 1358 and Page: 497 of the named  
records of: Wilson County  
as stamped hereon by me.

Aug 31, 2006



*Eva S. Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS



ENTERPRISE AND LA VERNIA HOMES expressly agree that this agreement shall be of no force and effect as to any portion of the tract of land described in the Original Easement which lies outside the PROPERTY.

Except as agreed to herein, said Original Easement remains in full force and effect; its provisions are extended to this Supplemental Agreement to Existing Right of Way and Easement, and the Original Easement is hereby ratified and confirmed unto the parties, their successors and assigns. To the extent any conflict exists between the Original Easement and this Supplemental Agreement to Existing Right of Way and Easement, the terms and conditions of the Original Easement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this the 18<sup>th</sup> day of August, 2006.

ENTERPRISE TEXAS PIPELINE L.P.	LA VERNIA HOMES, LTD Rural Management, L.L.C., General Partner
By: Enterprise Holding III, L.L.C.	By: <u>Will Rose</u>
Its General Partner	Name: <u>Will Rose</u>
By: <u>Carl Richardson</u>	Title: <u>President</u>
Name: <u>Carl Richardson</u>	
Title: <u>Agent and Attorney-in-Fact</u>	

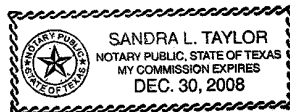
ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18<sup>th</sup> day of August, 2006, by Carl Richardson, Agent and Attorney-in-Fact for ENTERPRISE HOLDING III, L.L.C.

Sandra L Taylor  
Notary Public, State of Texas

Notary commission expires:  
12-30-2008



PORTIONS OF THIS DOCUMENT MAY  
NOT BE LEGIBLE/REPRODUCIBLE  
WHEN RECEIVED FOR RECORDING

ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF WILSON §

This instrument was acknowledged before me on the 30th day of August,  
2006, by Will Rose, President for LA VERNIA HOMES, LTD, RURAL MANAGEMENT, L.L.C.,  
General Partner, on behalf of said entity.



*Marie A. Ortiz*  
\_\_\_\_\_  
Notary Public, State of Texas

Notary commission expires:  
March 3, 2008

This instrument drafted by/return to:  
Enterprise Texas Pipeline L.P.  
P.O. Box 4324,  
Houston, Texas, 77210-4324  
Sharon Ahrendsen  
Land Department

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EXHIBIT A  
TO  
SUPPLEMENTAL AGREEMENT TO EXISTING RIGHT OF WAY AND EASEMENT

TRACT 1

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Beginning at a 3/8" iron pin found at fence corner at the south corner of this easement and being the south corner of said 1419.893 acre tract, being an interior corner of a 616.282 acre tract described in deed recorded in Volume 1298, Page 158.

Thence with fence along the southwest line of said 1419.893 acre tract and this easement, being the northeast line of said 616.282 acre tract, as follows:

N 33° 18' 22" W. 1567.31 feet to a 1/2" iron pin with cap found at a corner.  
S 60° 35' 39" W. 14.08 feet to a 1/2" iron pin with cap found at a corner.  
N 34° 01' 50" W. 1446.21 feet to a 1/2" iron pin with cap found at an angle point in said 1419.893 acre tract, being the southwest corner of this easement.

Thence N 01° 03' 16" W. 15.91 feet, continuing along the line between the 1419.893 acre tract and said 616.282 acre tract, to a point at the northwest corner of this easement.

Thence along the northeast line of this easement, as follows:

S 34° 45' 35" E. 2111.19 feet to an angle point.  
S 33° 26' 16" E. 919.40 feet to a point in fence line in the southeast line of said 1419.893 acre tract, being the east corner of this easement.

Thence S 60° 28' 01" W. 31.89 feet with fence along the southeast line of said 1419.893 acre tract, to the place of Beginning and covering 1.569 acres of land according to a survey made on the ground.

All 1/2" iron pins set with orange plastic cap "RPLS 4020".

TRACT 2

Field notes of a 50.00 Foot Wide Gas Pipeline Easement covering 1.710 acres of land situated in Wilson County, Texas and being out of Sam Birkett Survey, Abstract 487, and being over part of that 1419.893 acre tract conveyed to La Vernia Homes, Ltd., and recorded in Volume 1334, Page 769 of the Official Public Records of Wilson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point in fence line at the west corner of this easement and being in the northwest line of said 1419.893 acre tract, being the southeast line of the Weisner Ranch Enterprises, LTD., Property described in deed recorded in Volume 1138, Page 408, said point being N 41° 12' 40" E. 813.22 feet and N 41° 07' 09" E. 319.07 feet from a 1/2" iron pin with cap found at the most westerly corner of said 1419.893 acre tract.

Thence N 41° 07' 09" E. 51.75 feet along the northwest line of said 1419.893 acre tract to a point at the north corner of this easement.

Thence S 33° 55' 15" E. 1522.94 feet across said 1419.893 acre tract to a point in fence line in a north line of a 616.282 acre tract described in deed recorded in Volume 1298, Page 158, being a south line of said 1419.893 acre tract, and being the southeast corner of this easement.

Thence N 77° 07' 11" W. 73.04 feet with fence along the south line of said 1419.893 acre tract, being the north line of said 616.282 acre tract, to a point at the southwest corner of this easement.

Thence N 33° 55' 15" W. 1456.33 feet across said 1419.893 acre tract, to the place of Beginning and covering 1.710 acres of land according to a survey made on the ground.

All 1/2" iron pins set with orange plastic cap "RPLS 4020".

Doc Bk Vol Pg  
00017398 0P 1358 506

Filed for Record in:  
Wilson County  
by Eva S. Martinez  
County Clerk

On: Aug 31, 2006 at 10:12A

As a Recording

Document Number: 00017398  
Total Fees : 32.00

Receipt Number - 53521  
By,  
Lupe Aranda,

f: Rose Property

Any provision herein which restricts the sale, rental, or use  
of the described realproperty because of color or race is  
invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me and was duly RECORDED in Official Public  
Records the Volume: 1358 and Page: 506 of the named  
records of: Wilson County  
as stamped hereon by me.

Aug 31, 2006



*Eva S. Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

**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.**

**RIGHT-OF-WAY EASEMENT**

**THE STATE OF TEXAS       §  
  §  
COUNTY OF WILSON       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That **LaVernia Homes, Ltd., Rural Management, LLC, General Partner** whose address is **P. O. Box 430, LaVernia, Texas 78121** (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 received by Grantor from **Guadalupe Valley Electric Cooperative, Inc.**, a corporation, (hereinafter referred to as the "Cooperative"), the receipt and sufficiency of which is hereby fully acknowledged and confessed, do hereby grant and convey unto the Cooperative, its successors and assigns, a permanent easement and right-of-way (hereinafter called "Easement") for the purpose of constructing, operating, maintaining, repairing, inspecting, patrolling, reconstructing, removing, replacing and providing adequate clearances for electric transmission and distribution lines and communication systems, consisting of a variable number of wires and circuits, communication lines and facilities and all necessary or desirable appurtenances, including poles made of wood, metal or other materials, guy wires, anchors and foundations (all of the above items and appurtenances hereinafter referred to collectively as the "Facilities") on, over, across and upon that certain tract or parcel of land, lying and being situated in **Wilson County, Texas**, more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes.

The Cooperative shall have all rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantors' adjacent lands to and from the Easement for the purpose of constructing, improving, reconstructing, repairing, inspecting, patrolling, installing new wire on, operating, maintaining, replacing and providing adequate clearances and removing the Facilities; the right to relocate and rebuild the Facilities within the Easement; the right to remove, trim, cut down or otherwise control the growth of trees or shrubbery or parts thereof or any other obstructions which may endanger, interfere, or impair the efficiency, safety, or convenient operation of the Facilities, Grantor shall not construct any structure or improvement nor impound any water, nor place any temporary or permanent improvement, equipment or appurtenances including any mast-type equipment within the Easement area that conflicts with the National Electrical Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and that this shall be a covenant running with the land. Such prohibited construction and activities within

the Easement area shall include, but not be limited to, new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade.

The right is reserved by Grantor to use the land within the Easement area for general agricultural and grazing purposes, streets, driveways, and parking areas provided such use shall not include the growing of trees thereon or any other use which might interfere with the exercise of the rights herein granted.

Grantor warrants that Grantor is the owner of said property and has the right to execute this Easement. Grantor agrees that the Facilities installed on the Easement by the Cooperative shall remain its property, removable at its option. The Cooperative may install gates in fences crossing the Easement herein granted. Gate installation and fence repair will be of equal or better quality than existing fences and gates. Gates shall remain locked and Grantor and Cooperative shall have the right to install locks.

To have and to hold the above described Easement and rights unto the Cooperative, its successors and assigns, and Grantor does hereby bind itself, its heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular the above described Easement and rights unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document is being executed in duplicate originals.

Witness my hand this 17 day of December, 2008.

**GRANTOR:**

  
\_\_\_\_\_  
**LaVernia Homes, Ltd., Rural Management, LLC, General Partner**  
**Will Rose, President.**

PORTIONS OF THIS DOCUMENT MAY  
NOT BE LEGIBLE/REPRODUCIBLE  
WHEN RECEIVED FOR RECORDING



**CDS/MUERY SERVICES**  
Engineering & Surveying

PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS

**EXHIBIT "A"**

**TRACT 1 - 6.970 ACRES**

**BEING** a 6.970 acre tract of land lying in the Thomas Toby Survey, Abstract 328, Wilson County, Texas, being a portion of a 1419.893 acre tract of land as described in a conveyance from Triple B Joint Venture to La Vernia Homes, Ltd. in volume 1334 page 769, Official Public Records of Wilson County, Texas, same also being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found with plastic cap stamped "1550" at the intersection of the southwest right-of-way line of County Road 307 (varying width right-of-way) and the northwest right-of-way line of County Road 317 (varying width right-of-way) for the most southerly east corner of the aforementioned 1,419.893 acre tract and the most southerly east corner of the herein described 6.970 acre tract;

**THENCE** along a southeast line of the aforementioned 1,419.893 acre tract and the northwest right-of-way line of the aforementioned County Road 317, S59°00'36"W a distance of 50.00 feet (Record-S59°54'12"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the south corner of the herein described 6.970 acre tract;

**THENCE** leaving a southeast line of the aforementioned 1,419.893 acre tract and the northwest right-of-way line of the aforementioned County Road 317, N30°35'30"W a distance of 1144.35 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the most southerly west corner of the herein described 6.970 acre tract;

**THENCE** N59°37'24"E a distance of 848.95 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior corner of the herein described 6.970 acre tract;

**THENCE** N30°22'19"W a distance of 3660.01 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior angle corner of the herein described 6.970 acre tract;

Exhibit "A"  
Page 1 OF 13

**PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS**

**THENCE** N51°59'40"W a distance of 35.96 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior angle corner of the herein described 6.970 acre tract;

**THENCE** N77°53'57"W a distance of 362.47 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in a west line of the aforementioned 1,419.893 acre tract and the east line of a 0.129 of an acre tract of land as described in a conveyance from Allan A. Biegert, Jr., et ux. To S. S. Water Supply Corporation and recorded in volume 846, page 372, Official Public Records of Wilson County, Texas for the southwest corner of the herein described 6.970 acre tract;

**THENCE** along a west line of the aforementioned 1,419.893 acre tract and the east line of the aforementioned 0.129 of an acre tract, N12°02'06"E a distance of 50.00 feet (Record-N12°36'10"E) to a 1/2" iron rod found with plastic cap stamped "1550" in the south right-of-way line of County Road 319 (varying width right-of-way) for a northwest corner of said 1,419.893 acre tract, the northeast corner of said 0.129 of an acre tract, and the northwest corner of the herein described 6.970 acre tract;

**THENCE** along a north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of the aforementioned County Road 319, S77°53'57"E a distance of 374.03 feet (Record-S75°58'20"E 373.38') to a 1/2" iron rod found with plastic cap stamped "1550" for an angle corner of said 1,419.893 acre tract and an angle of the herein described 6.970 acre tract;

**THENCE** along a northeast line of the aforementioned 1,419.893 acre tract and the southwest right-of-way line of the aforementioned County Road 319, S51°59'40"E a distance of 57.00 feet (Record-S49°39'25"E 58.10') to a 1/2" iron rod found with plastic cap stamped "1550" for an angle corner of said 1,419.893 acre tract and an angle of the herein described 6.970 acre tract;

**THENCE** continuing along a northeast line of the aforementioned 1,419.893 acre tract and the southwest right-of-way line of the aforementioned County Road 319, S30°22'19"E a distance of 3719.56 feet (Record-S29°26'55"E 3719.55') to a 1/2" iron rod found with plastic cap stamped "1550" at the intersection of the northwest right-of-way line of the aforementioned County Road 307 and the southwest right-of-way of said County Road 319 for an east corner of said 1,419.893 acre tract and the most northerly east corner of the herein described 6.970 acre tract;

**PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS**

**THENCE** along a southeast line of the aforementioned 1,419.893 acre tract and the northwest right-of-way line of the aforementioned County Road 307, S59°37'24"W a distance of 848.76 feet (Record-S60°35'18"W 847.83') to a 1/2" iron rod found with plastic cap stamped "1550" at a turn in the said County Road 307 for an interior corner of said 1,419.893 acre tract and an interior corner of the herein described 6.970 acre tract;

**THENCE** along a northeast line of the aforementioned 1,419.893 acre tract and the southwest right-of-way line of the aforementioned County Road 307, S30°35'30"E a distance of 1093.82 feet (Record-S29°38'43"E 1094.29') to the **PLACE OF BEGINNING** and containing 6.970 acres of land;

**TRACT 2 - 4.644 ACRES**

**BEING** a 4.644 acre tract of land lying in the Thomas Toby Survey, Abstract 328, the Thomas Toby Survey 42, Abstract 323, the E. H. Chandler Survey, Abstract 556, and the Thomas Toby Survey, Abstract 326, Wilson County, Texas, being a portion of Lot 73 of the Triple R Ranch Subdivision, Unit 2 as recorded in volume 10, page 50, Plat Records of Deed Records of Wilson County, Texas and a portion of a 1419.893 acre tract of land as described in a conveyance from Triple B Joint Venture to La Vernia Homes, Ltd. in volume 1334 page 769, Official Public Records of Wilson County, Texas, same also being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found with plastic cap stamped "1550" in the south right-of-way line of County Road 319 (varying width right-of-way) for a northeast corner of the aforementioned 1,419.893 acre tract, the northwest corner of a 0.129 of an acre tract of land as described in a conveyance from Allan A. Biegert, Jr., et ux. To S. S. Water Supply Corporation and recorded in volume 846, page 372, Official Public Records of Wilson County, Texas, and the northeast corner of the herein described 4.644 acre tract;

**THENCE** leaving the south right-of-way line of the aforementioned County Road 319, along an east line of the aforementioned 1,419.893 acre tract and the west line of the aforementioned 0.129 of an acre tract, S12°02'06"W a distance of 50.00 (Record-S12°36'10"W) feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southeast corner of the herein described 4.644 acre tract;



**PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS**

**THENCE** leaving an east line of the aforementioned 1,419.893 acre tract and the west line of the aforementioned 0.129 of an acre tract, N78°05'18"W a distance of 1804.93 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an angle point, N77°55'14"W a distance of 551.11 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an angle point, and N77°46'17"W a distance of 1696.08 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the west line of the aforementioned Lot 73 and the east right-of-way line of Triple R Drive (70 foot wide right-of-way) for the southwest corner of the herein described 4.644 acre tract;

**THENCE** along the west line of the aforementioned Lot 73 and the east right-of-way line of the aforementioned Triple R Drive, N12°24'23"E a distance of 25.45 feet (N12°49'34"E record call from the aforementioned Triple R Ranch Subdivision) a 1/2" iron rod found with plastic cap stamped "RPLS 4020" for the beginning of a right-of-way cut-back and N58°14'28"E a distance of 35.35 feet (N57°37'30"E 35.48' record call from the aforementioned Triple R Ranch Subdivision) a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of the aforementioned County Road 319 for the end of a right-of-way cut-back, an angle corner of said Lot 73, and an angle corner of the herein described 4.644 acre tract;

**THENCE** along the north line of the aforementioned Lot 73, the north line of the aforementioned 1,419.893 acre tract, and the south right-of-way line of the aforementioned County Road 319, S77°46'17"E (Record-S77°49'00"E record call from said 1,419.893 acre tract), passing a 1/2" iron rod found with plastic cap stamped "RPLS 4020" for the northeast corner of said Lot 73 at a distance of 501.59 feet (501.77' record call from the aforementioned Triple R Ranch Subdivision), and continuing a total distance of 1670.50 feet to a 1/2" iron rod found with plastic cap stamped "1550" for an angle point, S77°55'14"E a distance of 550.98 feet (S77°13'20"E 550.45' record call from said 1,419.893 acre tract) to a 1/2" iron rod found with plastic cap stamped "1550" for an angle point, and S78°05'18"E a distance of 1804.96 feet (S77°23'50"E 1805.90' record call from said 1,419.893 acre tract) to the **PLACE OF BEGINNING** and containing 4.644 acres of land;

**PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS**

**TRACT 3 - 1.650 ACRES**

**BEING** a 1.650 acre tract of land lying in the Thomas Toby Survey, Abstract 326 and the Moses Moore Survey 160, Abstract 231, Wilson County, Texas, being a portion of Lots 48 and 49 of the Triple R Ranch Subdivision, Unit 1 as recorded in volume 10, page 24, Plat Records of Deed Records of Wilson County, Texas, a portion of Lots 50 and 51 of the Triple R Ranch Subdivision, Unit 2 as recorded in volume 10, page 50, Plat Records of Deed Records of Wilson County, Texas, and a portion of a 1,419.893 acre tract of land as described in a conveyance from Triple B Joint Venture to La Vernia Homes, Ltd. in volume 1334 page 769, Official Public Records of Wilson County, Texas, same also being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of County Road 319 (varying width right-of-way) for the beginning of a right-of-way cut-back line, an angle corner of the aforementioned Lot 51, and an angle corner of the herein described 1.650 acre tract;

**THENCE** leaving the north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of the aforementioned County Road 319, along the northeast line of the aforementioned Lot 51 and the aforementioned right-of-way cut-back line, S33°00'18"E a distance of 35.22 feet (Record-S32°22'33"E 35.23') to a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the west right-of-way line of Triple R Drive (70 foot wide right-of-way) for an angle corner of said Lot 51, the end of said right-of-way cut-back line and an angle corner of the herein described 1.650 acre tract;

**THENCE** along the east line of the aforementioned Lot 51 and the west right-of-way line of the aforementioned Triple R Drive, S12°24'23"W a distance of 25.19 feet (Record-S12°49'34"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southeast corner of the herein described 1.650 acre tract;

**THENCE** leaving the east line of the aforementioned Lot 51 and the west right-of-way line of the aforementioned Triple R Drive, N77°46'17"W a distance of 1450.14 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the west line of the aforementioned Lot 48 and the east right-of-way line of Scenic Hills Drive (70 foot wide right-of-way) for the southwest corner of the herein described 1.650 acre tract;

**Exhibit "A"**  
**Page 5 OF 13**

**PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS**

**THENCE** along the west line of the aforementioned Lot 48 and the east right-of-way line of the aforementioned Scenic Hills Drive, N12°24'23"E a distance of 24.99 feet (Record-N12°49'34"E) to a 1/2" iron rod found with plastic cap stamped "RPLS 4020" for an angle corner of said Lot 48, the beginning of a right-of-way cut-back line, and an angle corner of the herein described 1.650 acre tract;

**THENCE** along the northwest line of the aforementioned Lot 48 and the aforementioned right-of-way cut-back line, N59°10'34"E a distance of 36.63 feet (Record-N57°44'32"E 35.41') a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of the aforementioned County Road 319 for the end of a right-of-way cut-back line, an angle corner of said Lot 48, and an angle corner of the herein described 1.650 acre tract;

**THENCE** along the north line of the aforementioned Lots 48, 49, 50, and 51, the north line of the aforementioned 1,419.893 acre tract, and the south right-of-way line of the aforementioned County Road 319, S77°46'17"E a distance of 1398.37 feet (S77°49'00"E record call from said 1,419.893 acre tract) to the **PLACE OF BEGINNING** and containing 1.650 acres of land;

**TRACT 4 - 0.618 OF AN ACRE**

**BEING** a 0.618 of an acre tract of land lying in the Moses Moore Survey 160, Abstract 231, Wilson County, Texas, being a portion of Lots 1 and 2 of the Triple R Ranch Subdivision, Unit 1 as recorded in volume 10, page 24, Plat Records of Deed Records of Wilson County, Texas and a portion of a 1419.893 acre tract of land as described in a conveyance from Triple B Joint Venture to La Vernia Homes, Ltd. in volume 1334 page 769, Official Public Records of Wilson County, Texas, same also being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of County Road 319 (varying width right-of-way) for the beginning of a right-of-way cut-back line, an angle corner of the aforementioned Lot 2, and an angle corner of the herein described 0.618 of an acre tract;

**PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS**

**THENCE** leaving the north line of the aforementioned 1,419.893 acre tract and the south right-of-way line of the aforementioned County Road 319, along the northeast line of the aforementioned Lot 2 and the aforementioned right-of-way cut-back line, S33°27'32"E a distance of 35.79 feet (Record-S32°15'28"E 35.30') to a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the west right-of-way line of Scenic Hills Drive (70 foot wide right-of-way) for an angle corner of said Lot 2, the end of said right-of-way cut-back line and an angle corner of the herein described 0.618 of an acre tract;

**THENCE** along the east line of the aforementioned Lot 2 and the west right-of-way line of the aforementioned Scenic Hills Drive, S12°24'23"W a distance of 24.99 feet (Record-S12°49'34"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southeast corner of the herein described 0.618 of an acre tract;

**THENCE** leaving the east line of the aforementioned Lot 2 and the west right-of-way line of the aforementioned Scenic Hills Drive, N77°46'17"W a distance of 545.15 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the west line of the aforementioned Lot 1, the west line of the aforementioned 1,419.893 acre tract, and the east line of a 226-2/3 acre tract of land described as "Second Tract" in a conveyance from Jerome J. Wiesner, et ux. to Wiesner Ranch Enterprises, Ltd. in volume 1138 page 408, Official Public Records of Wilson County, Texas for the southwest corner of the herein described 0.618 of an acre tract;

**THENCE** along the west line of the aforementioned Lot 1, the west line of the aforementioned 1,419.893 acre tract, and the east line of the aforementioned 226-2/3 acre tract, N12°22'57"E a distance of 50.00 feet (N13°19'00"E record call from said 1,419.893 acre tract) to a 1/2" iron rod found with plastic cap stamped "RPLS 4020" in the south right-of-way line of the aforementioned County Road 319 for the northwest corner of said Lot 1, northwest corner of said 1,419.893 acre tract and the northwest corner of the herein described 0.618 of an acre tract;

PARCEL 1700 - 13.882 ACRES EASEMENT  
LA VERNIA HOMES, LTD.  
WILSON COUNTY, TEXAS

THENCE leaving the east line of the aforementioned 226-2/3 acre tract, along the north line of the aforementioned 1,419.893 acre tract, the north line of the aforementioned Lots 1 and 2, and the south right-of-way line of the aforementioned County Road 319, S77°46'17"E a distance of 519.48 feet (S77°49'00"E 0.618 of an acre ) to the **PLACE OF BEGINNING** and containing 0.618 of an acre of land;

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983, South Central Zone.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEJAR X

I, John T. Kubala, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in May through September 2008.

Date 7<sup>th</sup> day of November, 2008, A.D.



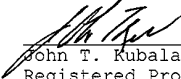
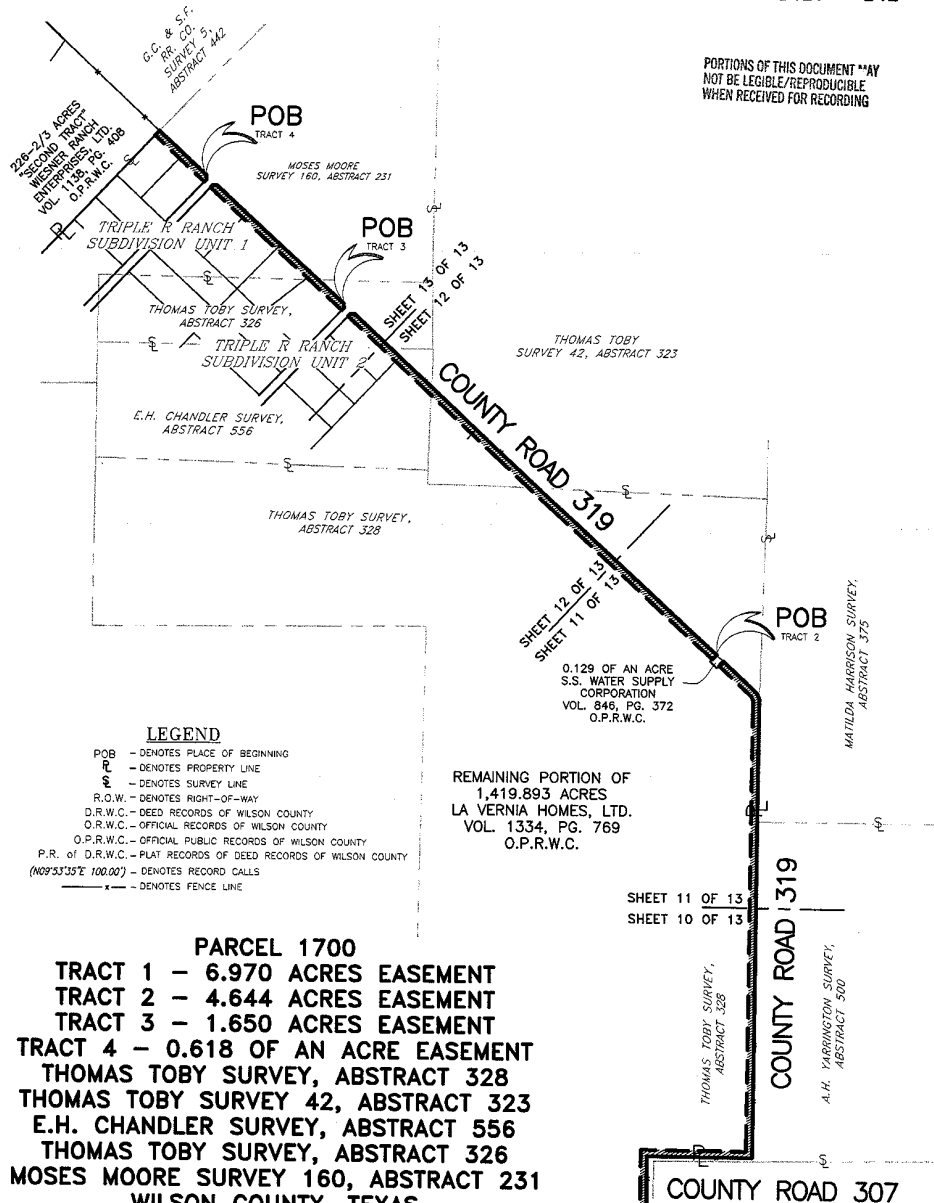
  
\_\_\_\_\_  
John T. Kubala  
Registered Professional Land Surveyor  
No. 4505 - State of Texas

Exhibit "A"  
Page 8 OF 13

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NOT BE LEGIBLE/REPRODUCIBLE  
WHEN RECEIVED FOR RECORDING

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING



- LEGEND**
- POB - DENOTES PLACE OF BEGINNING
  - ⌊ - DENOTES PROPERTY LINE
  - ⌊ - DENOTES SURVEY LINE
  - R.O.W. - DENOTES RIGHT-OF-WAY
  - D.R.W.C. - DEED RECORDS OF WILSON COUNTY
  - O.R.W.C. - OFFICIAL RECORDS OF WILSON COUNTY
  - O.P.R.W.C. - OFFICIAL PUBLIC RECORDS OF WILSON COUNTY
  - P.R. of D.R.W.C. - PLAT RECORDS OF DEED RECORDS OF WILSON COUNTY
  - (N09°33'35"E 100.00') - DENOTES RECORD CALLS
  - - - - - DENOTES FENCE LINE

REMAINING PORTION OF 1,419.893 ACRES LA VERNIA HOMES, LTD. VOL. 1334, PG. 769 O.P.R.W.C.

- PARCEL 1700**
- TRACT 1 - 6.970 ACRES EASEMENT
  - TRACT 2 - 4.644 ACRES EASEMENT
  - TRACT 3 - 1.650 ACRES EASEMENT
  - TRACT 4 - 0.618 OF AN ACRE EASEMENT
  - THOMAS TOBY SURVEY, ABSTRACT 328
  - THOMAS TOBY SURVEY 42, ABSTRACT 323
  - E.H. CHANDLER SURVEY, ABSTRACT 556
  - THOMAS TOBY SURVEY, ABSTRACT 326
  - MOSES MOORE SURVEY 160, ABSTRACT 231
  - WILSON COUNTY, TEXAS



EXHIBIT "A"  
PAGE 9 OF 13  
LEGAL DESC. NO. 3032  
CDS/MUERY JOB NO. 108065

BEARING BASIS: GRID NORTH  
TEXAS STATE PLANE COORDINATE SYSTEM,  
NAD 1983, SOUTH CENTRAL ZONE.



**CDS/MUERY SERVICES**  
Engineering & Surveying  
3411 MAGIC DR. • SAN ANTONIO, TEXAS 78229 • 210-581-1111

DRAWN BY: RSM  
DATE: NOVEMBER 7, 2008  
DRAWING NAME: 108065 P-1700.dwg



**LEGEND**

- - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX." UNLESS OTHERWISE NOTED.
- - DENOTES FOUND POINT
- POB - DENOTES PLACE OF BEGINNING
- - - - DENOTES PROPERTY LINE
- — — — DENOTES SURVEY LINE
- R.O.W. - DENOTES RIGHT-OF-WAY
- O.P.R.W.C. - OFFICIAL PUBLIC RECORDS OF WILSON COUNTY
- (N02°33'33"E 100.00') - DENOTES RECORD CALLS
- x — - DENOTES FENCE LINE

REMAINING PORTION OF  
 1,419.893 ACRES  
 LA VERNIA HOMES, LTD.  
 VOL. 1334, PG. 769  
 O.P.R.W.C.

THOMAS TOBY SURVEY,  
 ABSTRACT 328  
 3660.01'  
 N30°22'19"W  
 (RECORD-S89°26'55"E 3719.85')  
 A.H. YARRINGTON SURVEY,  
 ABSTRACT 500  
 3719.56'  
 S30°22'19"E

COUNTY ROAD 319  
 (VARYING WIDTH RIGHT-OF-WAY)

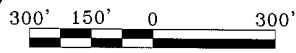
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 848.95'  
 (RECORD-S80°35'18"W 847.83')  
 S59°37'24"W  
 848.76'  
 C.R. 307  
 (VARYING WIDTH RIGHT-OF-WAY)

1144.35'  
 N30°35'30"W  
 (RECORD-S29°39'43"E 1094.29')  
 S30°35'30"E  
 1093.82'

POB  
 TRACT 1  
 1/2" IRON ROD  
 WITH PLASTIC  
 CAP STAMPED  
 "1550"

THOMAS TOBY SURVEY,  
 ABSTRACT 328  
 C.R. 317  
 STEPHEN KEMPER SURVEY,  
 ABSTRACT 194  
 (RECORD-S59°54'12"W)  
 S59°00'36"W  
 50.00'  
 EXHIBIT "A"  
 PAGE 10 OF 13

C.R. 307  
 (VARYING WIDTH RIGHT-OF-WAY)



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DRAWN BY:  
 RSM  
 DATE:  
 NOVEMBER 7, 2008  
 DRAWING NAME:  
 108065 P-1700.dwg



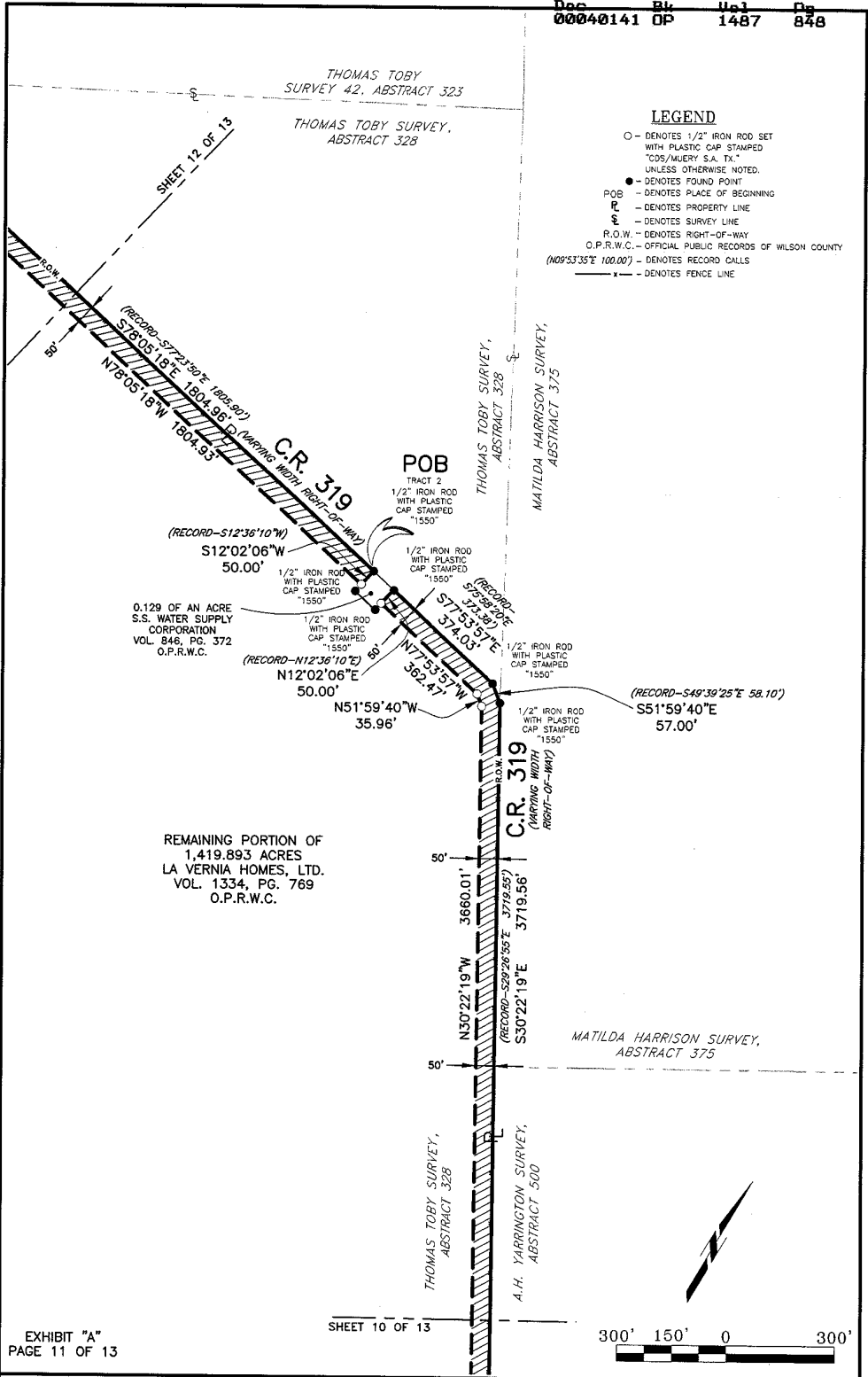
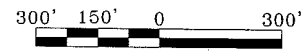


EXHIBIT "A"  
 PAGE 11 OF 13

SHEET 10 OF 13

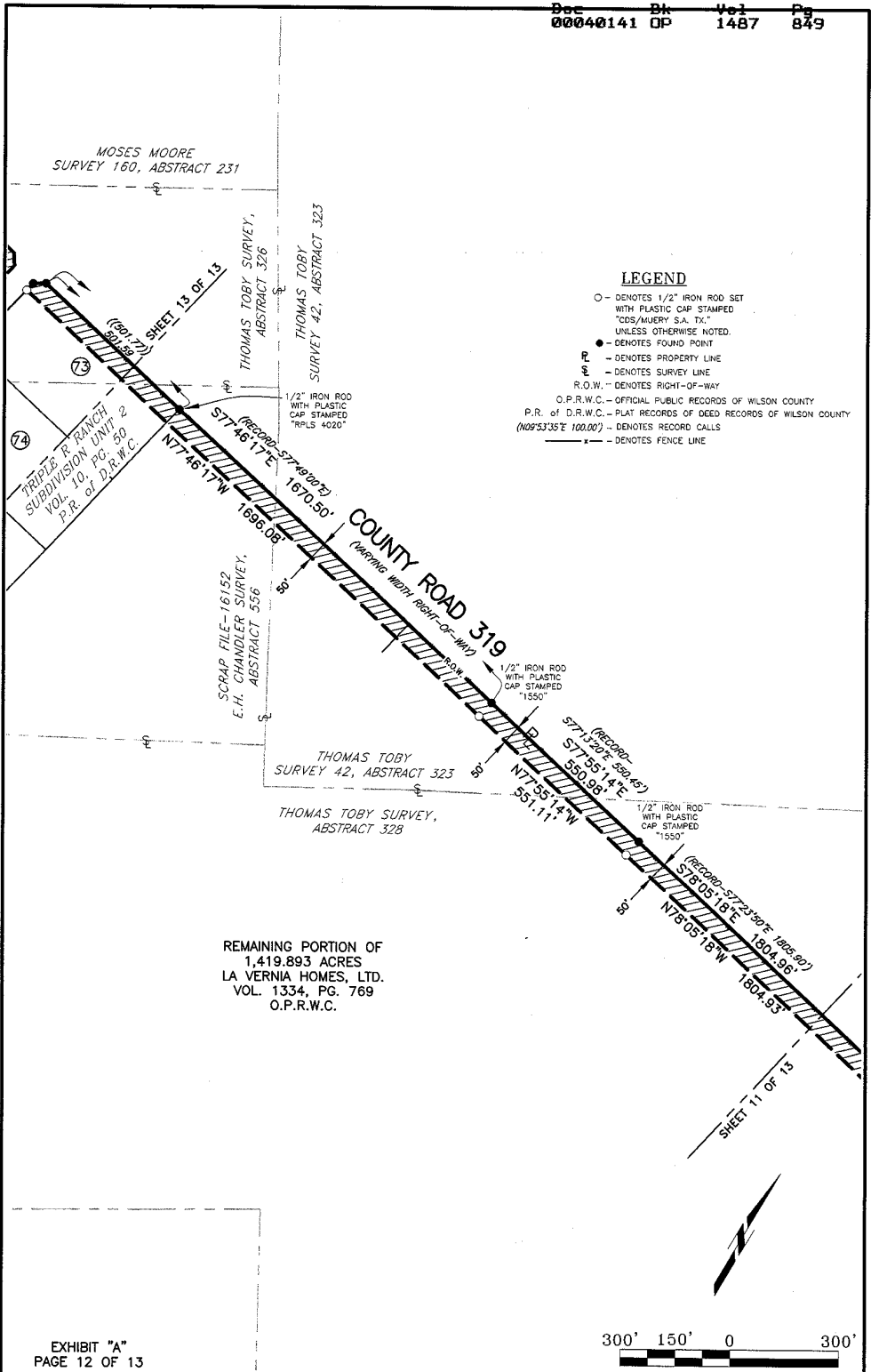


**CDS/MUERY SERVICES**  
 Engineering & Surveying  
 3411 MAGIC DR. • SAN ANTONIO, TEXAS 78229 • 210-581-1111

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 DATE:  
 NOVEMBER 7, 2008  
 DRAWING NAME:  
 108065 P-1700.dwg







**CDS/MUERY SERVICES**  
 Engineering & Surveying  
 3411 MAGIC DR. • SAN ANTONIO, TEXAS 78229 • 210-581-1111

DRAWN BY: RSM  
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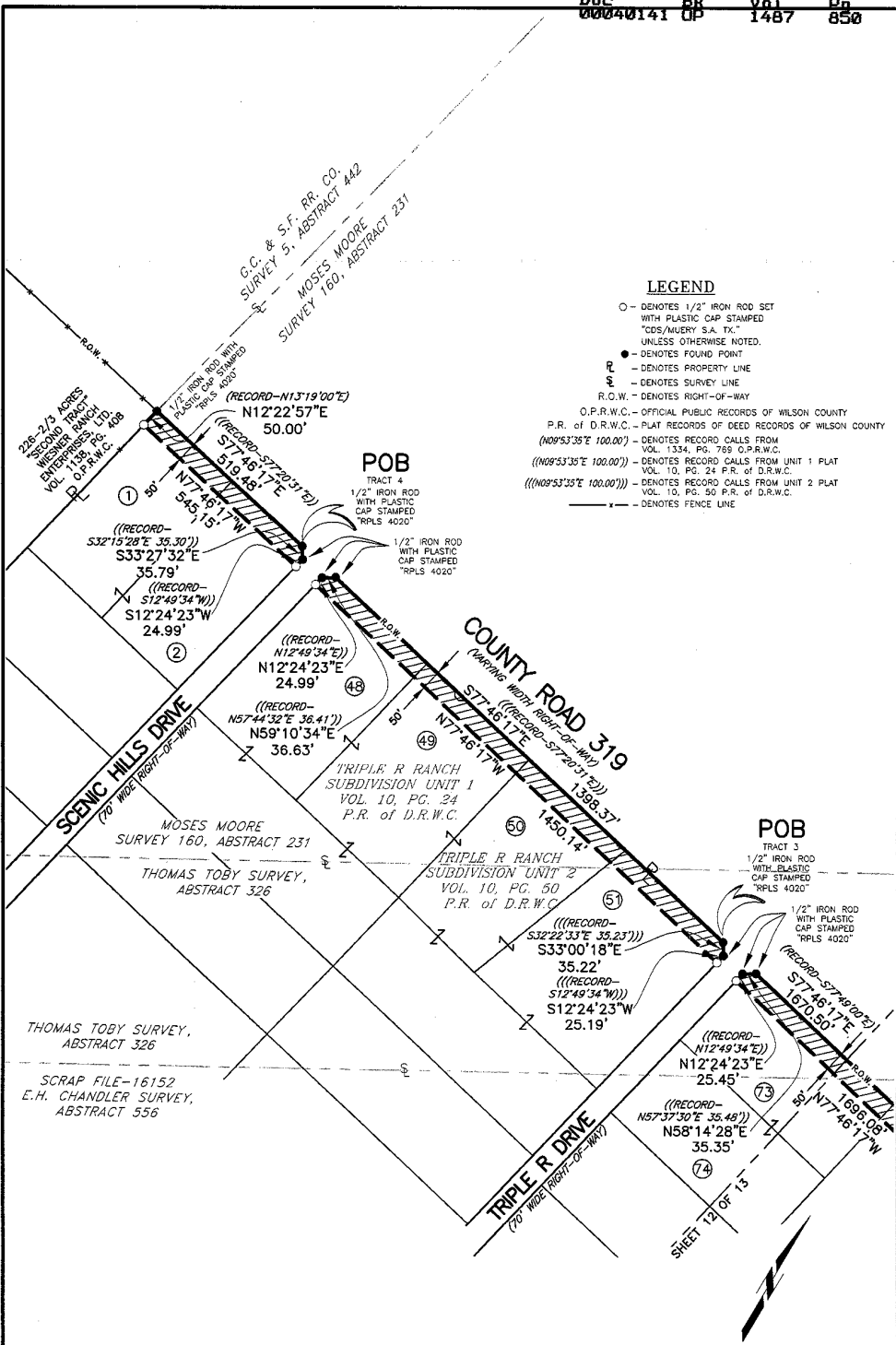


EXHIBIT "A"  
PAGE 13 OF 13

**CDS/MUERY SERVICES**  
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3411 MAGIC DR. • SAN ANTONIO, TEXAS 78229 • 210-581-1111

DRAWN BY:  
RSM  
DATE:  
NOVEMBER 7, 2008  
DRAWING NAME:  
108065 P-1700.dwg



Doc Bk Vol Pg  
00040141 0P 1487 851

F: Rene De La Garza Permit Services  
507 St. Joseph  
Gonzales, TX 78629

Filed for Record in:  
Wilson County  
by Eva S. Martinez  
County Clerk

On: Dec 18, 2008 at 03:27P

As a Recording

Document Number: 00040141  
Total Fees: 00.00

Receipt Number - 85126  
By,  
Oralia Vela,

Any provision herein which restricts the sale, rental, or use  
of the described realproperty because of color or race is  
invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me and was duly RECORDED in Official Public  
Records the Volume: 1487 and Page: 855 of the named  
records of: Wilson County  
as stamped hereon by me.

Dec 18, 2008

 *Eva S. Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

FROM: La Vernia Homes, LTD  
GRANTOR/GRANTORS

TO: S.S. WATER SUPPLY CORP.  
GRANTEE

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT**

STATE OF TEXAS §  
COUNTY OF WILSON §

**KNOW ALL PERSONS:**

That Will Rose, President of La Vernia Homes, LTD designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged. does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, a non-exclusive Utility Easement(s) and right - of - way(s) within the Grantor's land **LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY CONTAINING 11.030 ACRES OF LAND, OUT OF THE THOMAS TOBY SURVEY, ABSTRACT 328 AND BEING A PORTION OF THE 1,419.893 ACRES GRANTED TO LA VERNIA HOMES, LTD IN A WARRANTY DEED FILED IN THE CLERK'S OFFICE OF WILSON COUNTY, TEXAS IN VOLUME NUMBER 1334, PAGES 769 - 773. PROPERTY IS MORE PARTICULARLY DESCRIBED BY ATTACHED SURVEY AND LISTED AS TRACT A.**

This is a permanent easement, forty (40) feet wide and 350 feet long running parallel to the property line adjacent to County Road 319, Twenty (20) feet wide and 898.61 feet long running parallel to the property line adjacent to County Road 307 and extending Southwest past the corner of CR 307, and fifteen (15) running parallel with property lines on the remaining linear feet of property line on the sides and rear of the property. These easements running with the front, sides and rear of the property line are for the purpose of installing water lines belonging to the grantee. Said permanent Easements shall allow the Grantee; its successors and assigns, the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet or larger width as described above being parallel and adjacent to the property line, or if not first adjacent to a property line, based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot or larger width Easement with the above exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

FJR  
✓ After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121

Grantor further does acknowledge that in the granting of this Easement, a water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required, as such Membership shall be as defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above described Non- Exclusive Easements and right of way is granted, sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 15 day of January, 2016.

Will Rose  
Grantor:

\_\_\_\_\_  
Grantor:

**ACKNOWLEDGMENT**

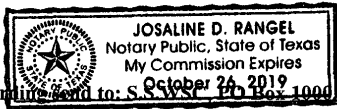
STATE OF TEXAS §

COUNTY OF Wilson §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: Will Rose, President of La Vernia Homes, LTD and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the 15 day of January, 2016

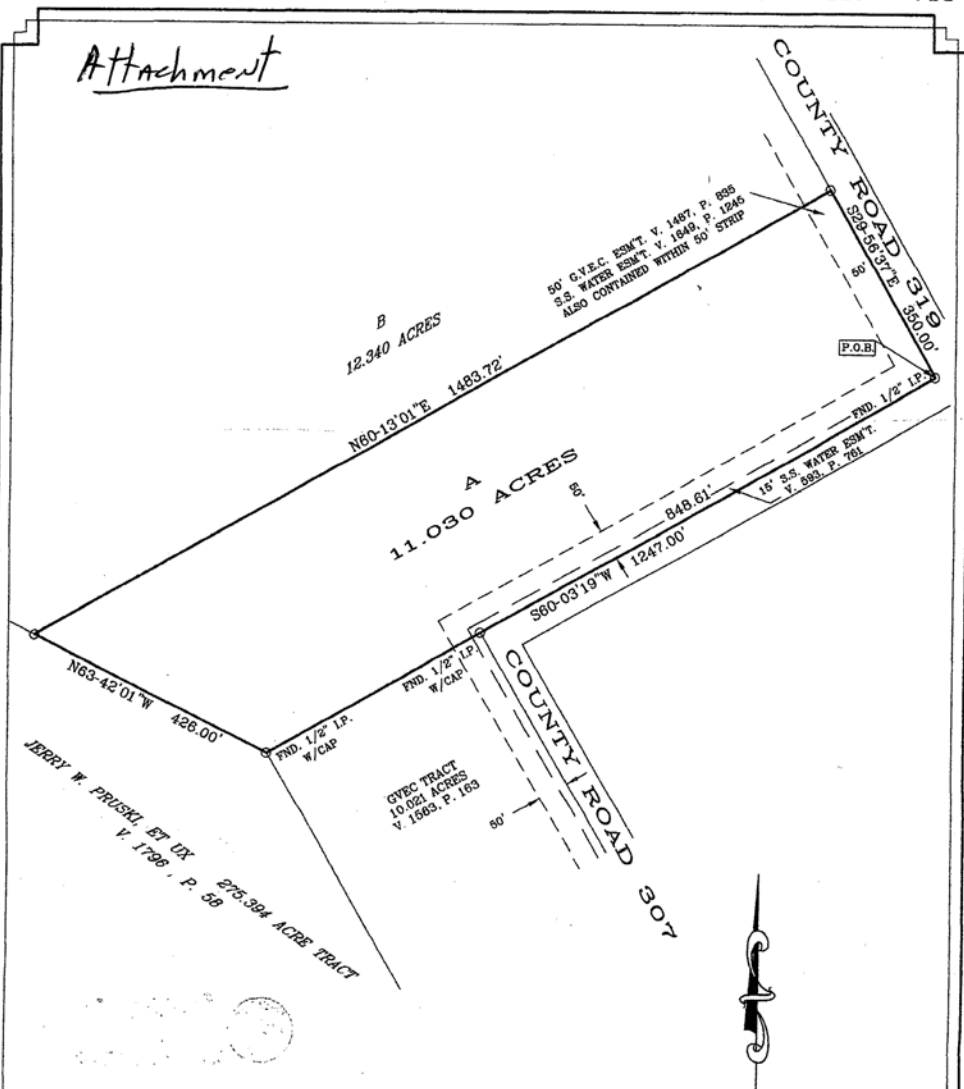
SEAL



Josaline Rangel  
Notary Public, State of Texas

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

Attachment



**TRACT A**

PLAT OF 11.030 ACRES,  
 BEING A PORTION OF THAT  
 1419.893 ACRE TRACT CONVEYED TO  
 LA VERNIA HOMES, LTD., BY DEED  
 RECORDED IN VOLUME 1334, PAGE 769,  
 THOMAS TOBY SURVEY, ABSTRACT 328  
 WILSON COUNTY, TEXAS.  
 SURVEYED: JUNE 22, 2015

SCALE: 1" = 200'  
 RE: FIELD NOTE DESCRIPTION

NOTE: SET 1/2" IRON PINS AT ALL CORNERS  
 WITH ORANGE PLASTIC CAP STAMPED "RPLS 4020"  
 BEARING SOURCE TRUE NORTH

**H.A. KUEHLEM SURVEY COMPANY**  
 14350 NORTHBROOK DRIVE SUITE 130  
 SAN ANTONIO, TEXAS 78232  
 PHONE: (210) 490-7847  
 FAX (210) 490-7857  
 FIRM REGISTRATION NO. 10059500



*[Signature]*  
**HENRY A. KUEHLEM**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 4020  
 JOB NO. 29-015

Doc 00051126 Bk OF Vol 1889 Pg 919

Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk

On: Jan 19, 2016 at 10:33A  
As a Recording

Document Number: 00051126  
Total Fees: 38.00

Receipt Number - 187528  
By:  
Kyrstle Hidalgo

Any provision herein which restricts the sale,  
rental, or use of the described real property  
because of color or race is invalid and  
unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON  
I hereby certify that this instrument was  
FILED in File Number Sequence on the date and  
at the time stamped hereon by me and was duly  
RECORDED in Official Public Records the  
Volume: 1889 and Page: 916 of the  
named records of: Wilson County  
as stamped hereon by me.

Jan 19, 2016



*Eva S. Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

FROM: La Vernia Homes, LTD  
GRANTOR(S)

TO: S.S. WATER SUPPLY CORP.  
GRANTEE

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT  
(Tract C)**

STATE OF TEXAS §  
COUNTY OF WILSON §

**KNOW ALL PERSONS:**

That Will Rose, President of La Vernia Homes, LTD, as designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, an non-exclusive Utility Easement(s) and right - of - way(s) within the **Grantors Land, LOCATED IN WILSON COUNTY, TEXAS, CONTAINING A TOTAL OF 12.510 ACRES OF LAND OUT OF THE THOMAS TOBY SURVEY ABSTRACT 328 AND BEING A PORTION OF THE 1,419.893 ACRES GRANTED TO LA VERNIA HOMES, LTD IN A WARRANTY DEED FILED IN THE CLERK'S OFFICE OF WILSON COUNTY, TEXAS IN VOUME NUMBER 1334, PAGES 769-773. PROPERTY IS MORE PARTICULARLY DESCRIBED BY ATTACHED SURVEY AND LISTED AS TRACT C.**

There is a permanent easement, forty (40) feet wide and 350 feet long running parallel to the property line adjacent to County Road 319 frontage. County Road 319 frontage. These easements running with the front, sides and rear of the property line are for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the successors and assigns the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet (with exceptions) in width being parallel and adjacent to the property line, or if not first a adjacent to a property line based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot easement with the above exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except



by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

Grantor further does acknowledge that in the granting of this Easement, a retail water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required by Grantor or its successors, as such Membership shall be defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's or its successors application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. Grantor or Grantor's successors shall maintain said Easement clear of any improvements or construction unless permission shall be first secured from S.S. Water Supply Corporation. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens, and said Easement is made with such authority to do so.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above described Non-Exclusive Easements and right of way. Said grant is sold and conveyed to S.S. Water Supply Corporation, its successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, herself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this July day of 6, 2016.

By:   
Grantor

ACKNOWLEDGMENT

STATE OF TEXAS §

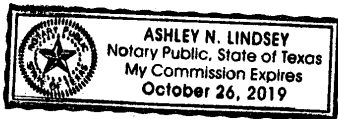
COUNTY OF Bexar §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: Will Rose known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the 6th day of July, 2016.

SEAL

*Ashley Lindsey*  
Notary Public, State of Texas



Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk  
On: Aug 29, 2016 at 10:03A  
As a Recording

Document Number: 00057136  
Total Fees: 34.00

Receipt Number - 196198  
By: Genevieve Sanchez

Any provision herein which restricts the sale, rental, or use of the described realproperty because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1927 and Page: 480 of the named records of: Wilson County as stamped hereon by me.

Aug 29, 2016



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

*For*

After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121

FROM: La Vernia Homes LTD

TO: S.S. WATER SUPPLY CORP.  
GRANTEE

GRANTOR/GRANTORS

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT**

STATE OF TEXAS §  
COUNTY OF WILSON §

**KNOW ALL PERSONS:**

That La Vernia Homes LTD, Grantor(s), designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged. does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, a non-exclusive Utility Easement(s) and right - of - way(s) within the Grantor's land **LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY CONTAINING 12.510 ACRES OF LAND, OUT OF THE Thomas Tobey SURVEY Abstract 328 WILSON COUNTY, TEXAS. WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN A Warranty Deed, WHICH INSTRUMENT IS RECORDED IN THE Public OF RECORDS OF WILSON COUNTY, APPEARING IN VOLUME 1334, PAGE 769, DATED April 13, 2006**.

This is a permanent easement, fifteen (15) feet wide parallel to and running with the sides and rear of the property lines and twenty (20) feet parallel to and running with the front property line adjacent to the road right of way which shall be for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its successors and assigns, the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet in width being parallel and adjacent to the property line, or if not first adjacent to a property line, based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot Easement. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

*FA* After recording send to:  
SSWSC, PO Box 1000  
La Vernia, TX 78121

Grantor further does acknowledge that in the granting of this Easement, a water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required, as such Membership shall be as defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens.


The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above described Non-Exclusive Permanent Easements and right of way is granted, sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12 day of October, 2017.

**LA VERNIA HOMES, LTD, a Texas Limited Partnership,  
By its General Partner, RURAL MANAGEMENT, LLC,  
A Texas Limited Liability Company**

By:   
**WILL ROSE, PRESIDENT AND  
DULY AUTHORIZED AGENT**

PORTIONS OF THIS DOCUMENT MAY  
NOT BE LEGIBLE/REPRODUCIBLE  
WHEN RECEIVED FOR RECORDING

After recording send to:  
SSWSC, PO Box 1000  
La Vernia, TX 78121

ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF WILSON §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: **WILL ROSE**, as duly authorized agent of **LA VERNIA HOMES, LTD**, a Texas Limited Partnership, by its General Partner, Rural Management, LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the 12 day of October, 2017.

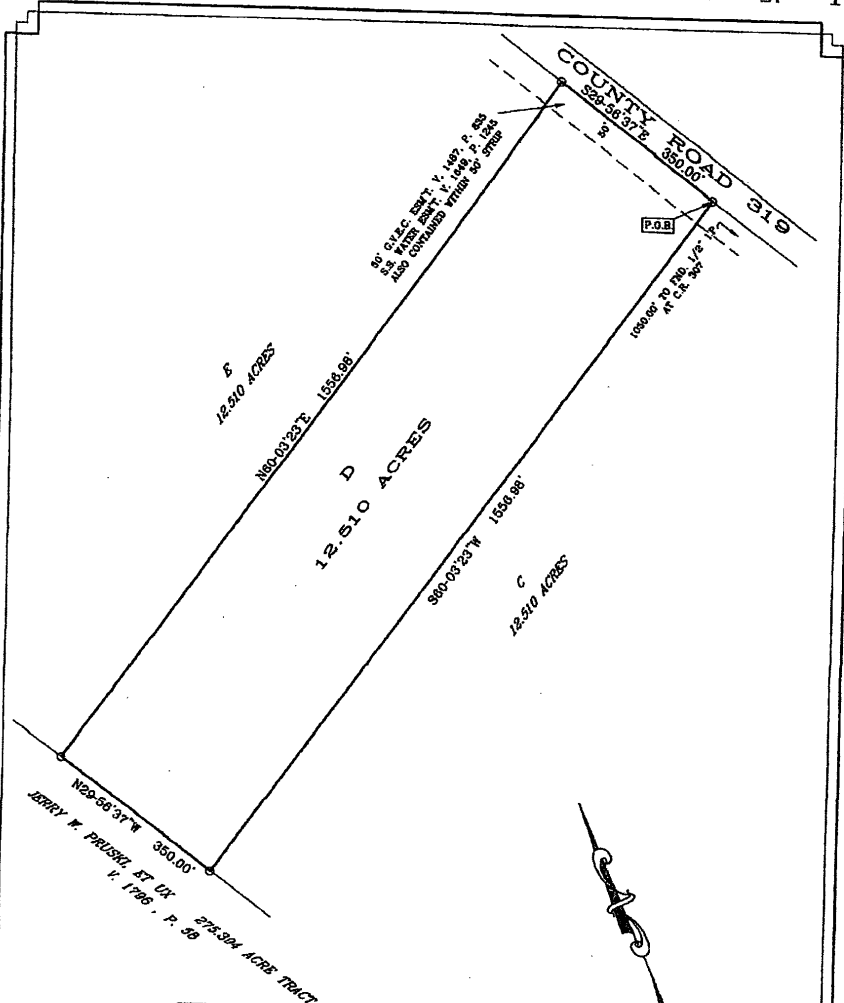
SEAL



Tanya Brooks-Warnasch  
Notary Public, State of Texas

---

After recording send to:  
SSWSC, PO Box 1000  
La Vernia, TX 78121



**TRACT D**  
 PLAT OF 12.510 ACRES,  
 BEING A PORTION OF THAT  
 1419.893 ACRE TRACT CONVEYED TO  
 LA VERNIA HOMES, LTD., BY DEED  
 RECORDED IN VOLUME 1334, PAGE 769,  
 THOMAS TOBY SURVEY, ABSTRACT 328  
 WILSON COUNTY, TEXAS.  
 SURVEYED: JUNE 22, 2015

SCALE: 1" = 200'  
 RE: FIELD NOTE DESCRIPTION

NOTE: SET 1/2" IRON PINS AT ALL CORNERS  
 WITH ORANGE PLASTIC CAP STAMPED "RPLS 4020"  
 BEARING SOURCE TRUE NORTH

**H.A. KUEHLEM SURVEY COMPANY**  
 14350 NORTHBROOK DRIVE SUITE 130  
 SAN ANTONIO, TEXAS 78232  
 PHONE: (210) 490-7847  
 FAX (210) 490-7857  
 FIRM REGISTRATION NO. 10059500



*[Signature]*  
**HENRY A. KUEHLEM**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 4020  
 JOB NO. 29-015

PORTIONS OF THIS DOCUMENT MAY  
 NOT BE LEGIBLE/REPRODUCIBLE  
 WHEN RECEIVED FOR RECORDING

After recording send to:  
 SSWSC, PO Box 1000  
 La Vernia, TX 78121

Doc Bk Vol PG  
00068499 0F 1999 571

Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk

On: Nov 01, 2017 at 10:14A

As a Recording

Document Number: 00068499  
Total Fees : 42.00

Receipt Number - 211714  
By,  
Rikki Harris,

Any provision herein which restricts the sale,  
rental, or use of the described realproperty  
because of color or race is invalid and  
unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was  
FILED in File Number Sequence on the date and  
at the time stamped hereon by me and was duly  
RECORDED in Official Public Records the  
Volume: 1999 and Page: 567 of the ...  
named records of: Wilson County  
as stamped hereon by me.

Nov 01, 2017



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS }
COUNTY OF WILSON }

That the Undersigned, La Vernia Homes LTD. (hereinafter referred to as Grantor) for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter referred to as GVEC and Grantee), a cooperative corporation, whose post office address is P.O. Box 118, Gonzales, Texas 78629, and to its successors or assigns, an easement for the purpose of erection, construction, reconstruction, replacement, removal, maintenance and use of electrical distribution lines and equipment (collectively "Facilities") for the transmission of electricity upon and over the land of the undersigned more particularly described as follows: 0.018 acres of land for a Utility Easement being out of the Thomas Toby Survey, Abstract No. 328 in Wilson County, Texas and being out of that 1419.893 acre tract described in Volume 1334, Page 769 of the Official Public Records of Wilson County, Texas; Said 0.018 acre Utility Easement being more particularly described by metes and bounds in Exhibit "A" attached hereto.

GVEC shall have all rights necessary for the full use herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantor's adjacent lands to and from said right-of-way for the purpose of constructing said Facilities, improving, reconstructing, upgrading, repairing, inspecting, patrolling, installing, said Facilities on Grantor's land described above, operating, maintaining, providing adequate clearances and removing said Facilities, over, under, and upon said land, and the right to remove, trim, cut down or chemically treat with herbicides, trees or shrubbery or parts thereof within the easement of said Facilities or any other obstructions which may endanger, interfere or impair the efficiency, safety nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances within the easement of Facilities in any manner as to conflict with the National Electric Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and this restriction shall be a covenant running with the land. Such prohibited construction within the easement shall include but not be limited to new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade. Grantee will install warning signs that are clearly and conspicuously marked indicating the location of the underground electrical line.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

This easement runs with the land, is assignable in whole or in part, and inures to the benefit of the parties and their respective successors and assigns.

The undersigned warrant that they are the owners of the above described lands.

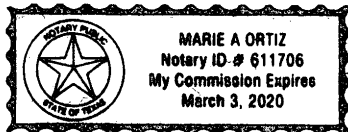
Dated this 6th day of June, 2017.

[Signature of Will Rose]
WILL ROSE, GRANTOR AND AUTHORIZED SIGNATORY

For:
Carri Hersh
Guadalupe Valley Electric Coop
6400 IH-10 West
Seguin, TX 78155

THE STATE OF TEXAS }
COUNTY OF WILSON }

This instrument was acknowledged before me on this the 6th day of June, 2017 by Will Rose. (Grantor and Authorized Signatory)



[Signature of Marie A. Ortiz]
Notary Public in and for the State of Texas

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE REPRODUCIBLE WHEN RECEIVED FOR RECORDING



**LEGAL DESCRIPTION:** Being 0.018 acres of land for a Utility Easement out of the Thomas Toby Survey, Abstract No. 328 in Wilson County, Texas and also being a portion of the residual of that certain 1419.893 acre tract described in Volume 1334, Page 769 of the Official Public Records of Wilson County, Texas, Said 0.018 acre Utility Easement being more particularly described as follows and as surveyed under the supervision of Interapid Surveying & Engineering Corporation in May, 2017:

- BEGINNING** at a 1/2 inch iron rod found in the southwest line of County Road No. 319 for the northwest corner of that certain 1.03 acre tract described in Volume 1508, Page 159 of said Official Public Records and a
- THENCE** South 12°03'13" West a distance of 38.64 feet along the common line of said 1.03 acre tract and the residual of said 1419.893 acre tract to a calculated point for the northeast corner hereof;
- THENCE** over and across the residual of said 1419.893 acre tract, the following 2 courses:
1. North 77°25'43" West a distance of 19.89 feet to a calculated point for the southwest corner hereof;
  2. North 12°03'13" East a distance of 38.49 feet to a calculated point for the northwest corner hereof found in the southwest line of County Road No. 319 and a northeast line of the residual of said 1419.893 acre tract for the northwest corner hereof;

**THENCE** South 77°25'43" East a distance of 19.89 feet along the common line of County Road No. 319 and the residual of said 1419.893 acre tract to the **POINT OF BEGINNING** containing 0.018 acres more or less for a Utility Easement, and as shown hereon.

**NOTE:**

1. BEARINGS, DISTANCES & ACRES ARE GROUND AND NOT AS US TO SOUTH CENTRAL ZONE AND ARE OBTAINED BY MEANS OF A TOTAL STATION.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT; THERE MAY BE EASEMENTS, ENCUMBRANCES, INTERESTS, OR OTHER MATTERS AFFECTING THIS SURVEY.
3. IRON ROD SET ARE 1/2 INCH HIGH IRON RODS WITH PLASTIC CAPS MARKED "INTERAPID".
4. ALL BURIED UTILITIES/PIPELINES SHOWN HEREON WERE LOCATED BY VISUAL SURFACE CONDUCT.
5. ADDITIONAL NOTES ARE SHOWN HEREON TO CALL ATTENTION TO ITEMS REQUIRING CONSTRUCTION.

THE UNDERSIGNED, BY HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAN WAS OBTAINED FROM THE FIELD SURVEY AND THAT THE SURVEY INFORMATION WAS OBTAINED BY MEANS OF A TOTAL STATION AND BELIEVED TO BE THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL OBJECTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR  
5/7/86/2017

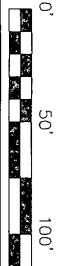
- LEGEND:**
- BOUNDARY LINE
  - ADJACENT LINE
  - FIXED METEER LINE
  - PROPOSED OVERHEAD ELECTRIC LINE
  - EXISTING OVERHEAD ELECTRIC LINE
  - PROPOSED UNDERGROUND ELECTRIC LINE
  - EXISTING UNDERGROUND ELECTRIC LINE
  - P.U.L. - PUBLIC UTILITY LOCATION
  - W.C.O.P.R. - WILSON COUNTY OFFICIAL PUBLIC RECORDS
  - W.C.P.R. - WILSON COUNTY PUBLIC RECORDS
  - W.C.O.P.R. - WILSON COUNTY OFFICIAL PUBLIC RECORDS

**INTERAPID**  
SURVEYING & ENGINEERING  
P.O. Box 519, 11004 G Street  
D. 880.582.8833 • F. 880.383.2888  
WWW.INTERAPID.COM  
TBRLS #101939318 • TBRP #16550

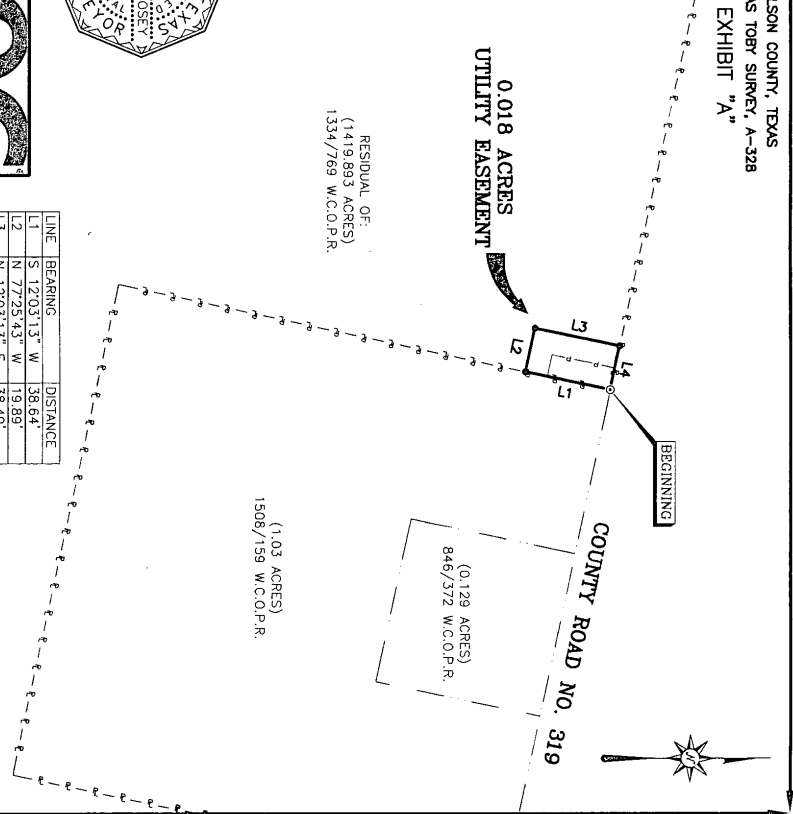
WILSON COUNTY, TEXAS  
THOMAS TOBY SURVEY, A-328  
EXHIBIT "A"



LINE	BEARING	DISTANCE
L1	S 12°03'13" W	38.64'
L2	N 77°25'43" W	19.89'
L3	N 12°03'13" E	38.49'
L4	S 77°52'54" E	19.89'



PROPOSED UTILITY EASEMENT  
WILSON COUNTY, TEXAS



RESIDUAL OF:  
(1419.893 ACRES)  
1334/769 W.C.O.P.R.

(1.03 ACRES)  
1508/159 W.C.O.P.R.

0.018 ACRES  
UTILITY EASEMENT

COUNTY ROAD NO. 319  
(0.129 ACRES)  
846/372 W.C.O.P.R.

Doc 00069198 Bk OP Vol 2003 PG 757

Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk

On: Dec 01, 2017 at 11:40A  
As a Recordings

Document Number: 00069198  
Total Fees : 34.00

Receipt Number - 212710  
By,  
Rikki Harris,

Any provision herein which restricts the sale,  
rental, or use of the described realproperty  
because of color or race is invalid and  
unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was  
FILED in File Number Sequence on the date and  
at the time stamped hereon by me and was duly  
RECORDED in Official Public Records the  
Volume: 2003 and Page: 755 of the  
named records of: Wilson County  
as stamped hereon by me.

Dec 01, 2017



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

FROM: La Vernia Homes, LTD  
GRANTOR(S)

TO: S.S. WATER SUPPLY CORP.  
GRANTEE

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT  
(Tract E)**

STATE OF TEXAS §

KNOW ALL PERSONS:

COUNTY OF WILSON §

That Will Rose, President of La Vernia Homes, LTD, as designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, its successors and assigns, an non-exclusive Utility Easement(s) and right - of - way(s) within the **Grantors Land, LOCATED IN WILSON COUNTY, TEXAS, CONTAINING A TOTAL OF 12.510 ACRES OF LAND OUT OF THE THOMAS TOBY SURVEY ABSTRACT 328 AND BEING A PORTION OF THE 1,419.893 ACRES GRANTED TO LA VERNIA HOMES, LTD IN A WARRANTY DEED FILED IN THE CLERK'S OFFICE OF WILSON COUNTY, TEXAS IN VOLUME NUMBER 1334, PAGES 769-773. PROPERTY IS MORE PARTICULARLY DESCRIBED BY ATTACHED SURVEY AND LISTED AS TRACT E. See Attachment "A"**

There is a permanent easement, forty (40) feet wide and 350 feet long running parallel to the property line adjacent to County Road 319 frontage and fifteen (15) feet wide running parallel to property line on sides and rear of property. These easements running with the front, sides and rear of the property line are for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the successors and assigns the right to: 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet (with exceptions) in width being parallel and adjacent to the property line, or if not first an adjacent to a property line based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot easement with the above exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except

by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

Grantor further does acknowledge that in the granting of this Easement, a retail water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required by Grantor or its successors, as such Membership shall be defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's or its successors application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. Grantor or Grantor's successors shall maintain said Easement clear of any improvements or construction unless permission shall be first secured from S.S. Water Supply Corporation. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens, and said Easement is made with such authority to do so.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above described Non-Exclusive Easements and right of way. Said grant is sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, herself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 2 day of April, 2018.

By:   
Grantor

ACKNOWLEDGMENT

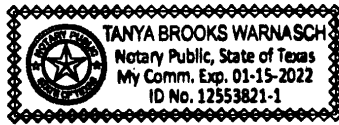
STATE OF TEXAS §

COUNTY OF WILSON COUNTY §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: Will Rose, President of La Vernia Homes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the 2 day of April, 2018.

SEAL



Tanya Brooks Warnasch
Notary Public, State of Texas

Upon Recording Return To:
S.S. Water Supply Corporation
P.O. Box 1000
La Vernia, Texas 78121



Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk

On: Apr 05, 2018 at 09:48A

As a Recording

Document Number: 00072497  
Total Fees : 42.00

Receipt Number - 216947  
By:  
Krystle Hidalgo

Any provision herein which restricts the sale,  
rental, or use of the described realproperty  
because of color or race is invalid and  
unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was  
FILED in File Number Sequence on the date and  
at the time stamped hereon by me and was duly  
RECORDED in Official Public Records the  
Volume: 2023 and Page: 101 of the  
named records of: Wilson County  
as stamped hereon by me.

Apr 05, 2018



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

FROM: La Vernia Homes, LTD  
GRANTOR(S)

TO: S.S. WATER SUPPLY CORP.  
GRANTEE

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT  
(Tract I)**

STATE OF TEXAS §  
COUNTY OF WILSON §

KNOW ALL PERSONS:

That Will Rose, President of La Vernia Homes, LTD, designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged. does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, a non-exclusive Utility Easement(s) and right - of - way(s) within the Grantor's land **LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY CONTAINING 14.451 ACRES OF LAND, OUT OF THE THOMAS TOBY SURVEY ABSTRACT 328 AND BEING A PORTION OF THE 1,419.893 ACRES GRANTED TO LA VERNIA HOMES, LTD IN A WARRANTY DEED FILED IN THE CLERKS OFFICE OF WILSON COUNTY, TEXAS IN VOLUME NUMBER 1334, PAGES 769-773. PROPERTY IS MORE PARTICULARLY DESCRIBED BY ATTACHED SURVEY AND LISTED AS TRACT I. See Attachment "A"**

This is a permanent easement, forty (40) feet wide and 410.52 feet long running parallel to the property line adjacent to County Road 319 frontage and fifteen (15) feet wide parallel to and running with the sides and rear of the property. These easements running with the front, sides, and rear of the property line are for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its successors and assigns, the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet (with exceptions) in width being parallel and adjacent to the property line, or if not first adjacent to a property line, based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot Easement with the above exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121



Grantor further does acknowledge that in the granting of this Easement, a water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required, as such Membership shall be as defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

TO HAVE AND TO HOLD the above described Non- Exclusive Easements and right of way is granted, sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 28 day of March, 2019.

Will Rose  
Grantor: Will Rose, President of La Vernia Homes, LTD.

\_\_\_\_\_  
Grantor:

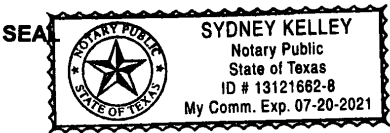
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Wilson

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: Will Rose, President of La Vernia Homes, LTD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the 28 day of March, 2019



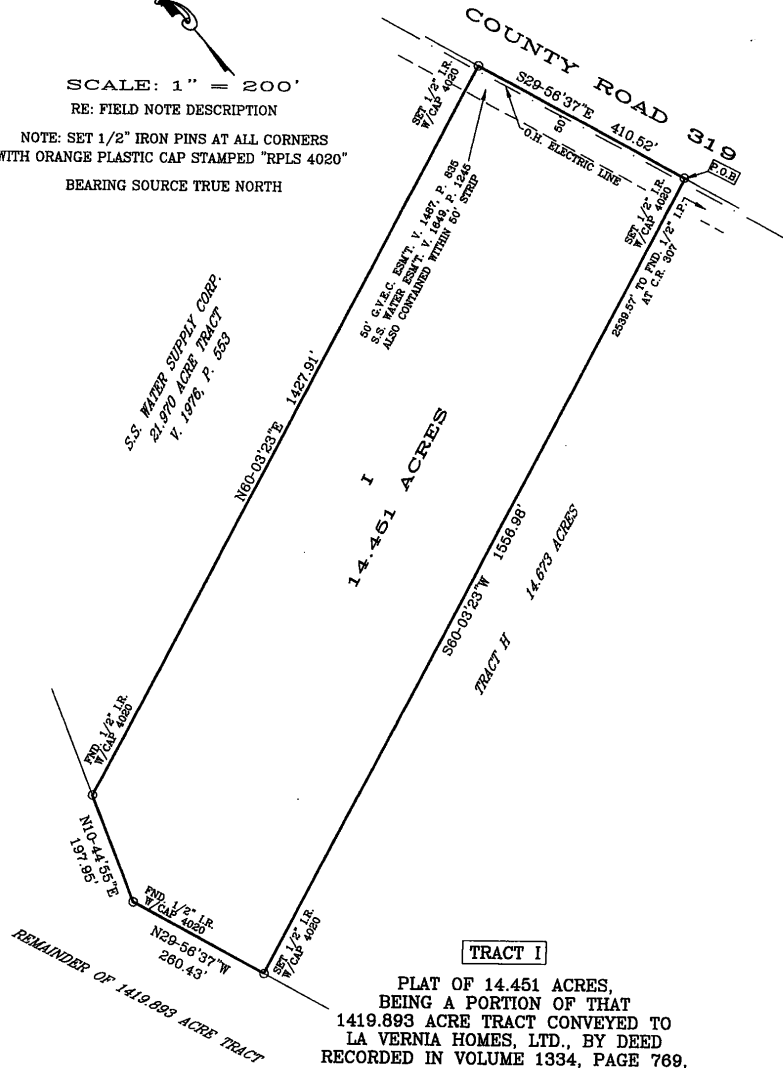
Sydney Kelley  
Notary Public, State of Texas

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

F+ After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121

Attachment "A"

SCALE: 1" = 200'  
RE: FIELD NOTE DESCRIPTION  
NOTE: SET 1/2" IRON PINS AT ALL CORNERS  
WITH ORANGE PLASTIC CAP STAMPED "RPLS 4020"  
BEARING SOURCE TRUE NORTH



**TRACT I**  
PLAT OF 14.451 ACRES,  
BEING A PORTION OF THAT  
1419.893 ACRE TRACT CONVEYED TO  
LA VERNIA HOMES, LTD., BY DEED  
RECORDED IN VOLUME 1334, PAGE 769,  
THOMAS TOBY SURVEY, ABSTRACT 328  
WILSON COUNTY, TEXAS.  
SURVEYED NOVEMBER 15, 2018



14350 NORTHBROOK DRIVE SUITE 130  
SAN ANTONIO, TEXAS 78232  
PHONE: (210) 490-7847  
FAX (210) 490-7857  
FIRM REGISTRATION NO. 10059500



HENRY A. KUEHLEM  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4020

JOB NO. 18315

Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk

On: Mar 28, 2019 at 02:27P

As a Recording

Document Number: 00082099  
Total Fees : 38.00

Receipt Number - 229831  
By,  
Elsy Barreto,

Any provision herein which restricts the sale,  
rental, or use of the described real property  
because of color or race is invalid and  
unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was  
FILED in File Number Sequence on the date and  
at the time stamped hereon by me and was duly  
RECORDED in Official Public Records the  
Volume: 2081 and Page: 592 of the  
named records of: Wilson County  
as stamped hereon by me.

Mar 28, 2019



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS

FROM: La Vernia Homes, LTD  
GRANTOR(S)

TO: S.S. WATER SUPPLY CORP.  
GRANTEE

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT  
(Tract H)**

STATE OF TEXAS §

KNOW ALL PERSONS:

COUNTY OF WILSON §

That Will Rose, President of La Vernia Homes, LTD, designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns a non-exclusive Utility Easement(s) and right - of - way(s) within the Grantor's land LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY CONTAINING 13.244 ACRES OF LAND, OUT OF THE THOMAS TOBY SURVEY ABSTRACT 328 AND BEING A PORTION OF THE 1,419.893 ACRES GRANTED TO LA VERNIA HOMES, LTD IN A WARRANTY DEED FILED IN THE CLERK'S OFFICE OF WILSON COUNTY, TEXAS IN VOLUME NUMBER 1334, PAGES 769-773. PROPERTY IS MORE PARTICULARLY DESCRIBED BY ATTACHED SURVEY AND LISTED AS TRACT H. See Attachment "A"

This is a permanent easement, forty (40) feet wide and 370.52 feet long running parallel to the property line adjacent to County Road 319 frontage and fifteen (15) feet wide parallel to and running with the sides and rear of the property. These easements running with the front, sides, and rear of the property line are for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its successors and assigns, the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet (with exceptions) in width being parallel and adjacent to the property line, or if not first adjacent to a property line, based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines, above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot Easement with the above exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121

Grantor further does acknowledge that in the granting of this Easement, a water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required, as such Membership shall be as defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

TO HAVE AND TO HOLD the above described Non- Exclusive Easements and right of way is granted, sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 28th day of March, 2019.

Will Rose  
Grantor: Will Rose, President of La Vernia Homes, LTD.

\_\_\_\_\_  
Grantor:

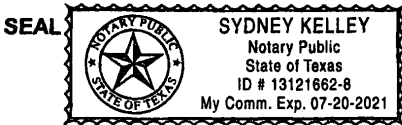
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILSON §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: Will Rose, President of La Vernia Homes, LTD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the 28 day of March, 2019



Sydney Kelley  
Notary Public, State of Texas

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

pr After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121



Filed for Record in:  
Wilson County  
by Honorable Eva Martinez  
County Clerk

On: Mar 28, 2019 at 02:27P  
As a Recording

Document Number: 00082100  
Total Fees : 38.00

Receipt Number - 229831  
By,  
Elsy Barreto,

Any provision herein which restricts the sale,  
rental, or use of the described real property  
because of color or race is invalid and  
unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON

I hereby certify that this instrument was  
FILED in File Number Sequence on the date and  
at the time stamped hereon by me and was duly  
RECORDED in Official Public Records the  
Volume: 2081 and Page: 596 of the  
named records of: Wilson County  
as stamped hereon by me.

Mar 28, 2019



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS