

1. My name is Shannon White-Shubert, 3404 Cortina Lane, Round Rock, Texas 78681, (512)487-5976 home phone or (512)633-9481 cell.
2. My husband, Mike, and I own 12 beautiful acres located at 1500 County Road 236 in Florence, Williamson County, Texas. Our property is located 1,086 feet downhill and to the west of Exfluror Research Corporation's property where the proposed specialty chemical manufacturing facility will be located. The Executive Director's map shows that our property will be approximately 0.33 miles from the proposed facility. This demonstrates personal justiciable interest being within one mile of any emission points of the proposed Exfluror facility. Our close proximity indicates that we could be impacted in a manner not common to the general public, which may include a legal right, duty, privilege, power or economic interest which would be affected by Exfluror's air permit application. Unfortunately, we are "affected persons." The Executive Director and the Office of Public Interest Counsel have both determined that Mike and I are "affected persons."

Currently we live in Round Rock. In February of this year we began meeting with our builder on a weekly basis. On 03/25/2022 we had 3 concrete foundations poured. The 25x25 concrete foundation is for a well house/storage building to include the water pump and a large tank. The smaller 15x25 concrete foundation is for a commercial greenhouse. The larger 50x60 concrete foundation was poured for a metal building/workshop and there is an additional 650 square feet for covered patios on this structure. In April after we found out about Exfluror's plans to build a chemical plant we were forced to pause the building of our dream home on our property. Instead, we are in the process of building a barndominium with a smaller garage/workshop using the 50x60 foundation that we originally had poured for a metal building and a workshop. This is strictly a financial decision. We will not build our dream home within 0.33 miles of a chemical plant.

Please note that we have already changed our plans for the property because of Exfluror's proposed chemical plant. We are not using the property as we originally intended. In spite of that, we spend almost every weekend working at our property. Typically, we are picking up debris, trimming the oaks, cutting down the cedars, chipping all the wood we can and when possible we burn the large stumps and the old decaying wood. In addition, I have planted thousands of native seeds, acorns and small trees all over the property as we clear the land of cedars. We love working outdoors to create this park-like atmosphere for our future home. We also raise bees on our property. In addition to the fact that we have not be able to use the property as we intended, we believe there are critical health and environmental issues associated with the approval of this air permit for Exfluror's proposed specialty chemical manufacturing facility which will be located ONLY 0.33 MILES from our property.

I ask the Executive Director and the Commissioners to address the issue involving disclosure of Exfluror's Declaration of Covenants, Conditions, Easements and Restrictions (the CCR). This involves Mike and myself, as well as everyone who purchased property from County Road 236 Investments, LLC after Exfluror purchased Lots # 5, 6, & 7 on 12/13/2019. Due to the collusion and concealment of Exfluror's CCR we will potentially risk our health and safety, as well as the health and safety of our pets, our bees and our beautiful property with the approval of this air

permit which will allow Exflur's proposed chemical plant to emit numerous harmful contaminants including carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter including particulate matter. Due to the collusion and concealment of Exflur's CCR we will potentially risk our health and safety as well as the health and safety of our pets, our bees and our beautiful property with the possible risks of accidental toxic gas releases and chemical spills from Exflur's proposed chemical plant. In spite of the natural beauty of our property we would NEVER have purchased that property had we known that Exflur had already received permission to build a specialty chemical manufacturing facility in their CCRs dated November 25, 2019. I understand that the TCEQ cannot rule on issues involving deed restrictions but clearly this issue is much more than that.

I believe my earlier comments regarding disclosure during the Comment Period were misunderstood so I will attempt to clarify them more. In addition, I will submit legal documents including Exflur's Warranty Deed, the CCRs referred to Exflur's Warranty Deed and the CCRs which actually gave Exflur permission to build a specialty chemical manufacturing facility among property sold and marketed as Ranches for Single Family Residential Property. In addition, I will submit a few text messages exchanged between myself and Clay Morgan, one of the partners from County Road 236 Investments, LLC which tells the story of what happened here.

3. First, I would like to file a Request for Reconsideration of the Executive Director's decision under 30 TAC §55.201(e). We strongly disagree with the Executive Director's decision to approve NSR Permit no. 165848 for Exflur Research Corporation. We are very concerned about critical health and environmental risks living near Exflur's proposed chemical plant. Due to our close proximity to Exflur's property, my husband Mike & I risk our health and safety, as well as the health and safety of our pets, our bees and our beautiful property with the approval of this air permit which will allow Exflur to emit numerous harmful contaminants including carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter. As I have previously stated, we have not been able to use our property as we intended. Our plans have already changed due to the proposed specialty chemical manufacturing facility. We will not build our dream home within 0.33 miles of a chemical plant. I can assure you that we would not have purchased this beautiful property if Exflur's plans for the chemical plant had been disclosed prior to when we purchased our property.

We ask the Executive Director and the Commissioners to deny Exflur's proposed air permit number 165848 because we believe that the operation of this facility will conflict with the intent of the Texas Clean Air Act including the protection of the public health and physical property. TEX. HEALTH & SAFETY CODE §382.0518 (b)(2). We are also concerned that Exflur's proposed emissions will not meet the Secondary National Ambient Air Quality Standards (NAAQS), which provides public welfare protection, including protection against damage to animals, crops, vegetation and buildings. We are also concerned that Exflur's proposed air permit does not comply with the TCEQ rule concerning nuisance, which states "No person shall discharge from any source whatsoever one or more contaminants or combinations thereof, in such concentration and of such duration as are or may tend to be injurious to or to adversely affect

human health or welfare, animal life, vegetation or property, or as to interfere with the normal use and enjoyment of animal life, vegetation or property.” 30 TAC §101.4.

Further, we believe that the proposed permit number 165848 for Exflor conflicts directly with the Nuisance Clause in the CCRs because the chemical plant would emit the following contaminants: carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less. The CCR was the actual document that gave Exflor permission to build a special chemical manufacturing facility among a group of properties marketed and sold as ranches for Single Family Residential Property.

The CCRs used by County Road 236 Investments, LLC state under Uses: that “No use can conflict with Paragraph 1.10 herein.” Paragraph 1.10 is titled Nuisances. It states: “No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of the adjacent tracts. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.” My neighbors and I believe that the proposed permit number 165848 for Exflor conflicts directly with the Nuisance Clause in the CCRs because the proposed facility would emit the following contaminants: carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less. In spite of this, the Declarants have repeatedly refused my request to change Exflor’s CCRs.

Per US Legal a nuisance is “a substantial interference with the right to use and enjoy land, which may be intentional, negligent or ultra-hazardous in origin, and must be a result of the defendant’s activity.” Ultra-hazardous is the key here. In fact, the Nuisance Clause has been well defined by the Texas Supreme Court in recent years. At the very least, this is Strict Liability Nuisance which occurs when the conduct is “extremely dangerous activity.”

It should be noted that there are seven properties raising bees in this community including us according to the Williamson County Appraisal District. Potentially, this means that as many as 70 hives will be exposed to toxic air emissions as well as Exflor’s evaporation pond which will not be covered. We cannot risk this. Our honey will most certainly be contaminated. Please do the right thing for the residents, our pets, our bees and our beautiful trees and DO NOT APPROVE THIS PERMIT. Again, we bought property marketed and sold as ranches for Single Family Residential Property. Exflor’s specialty chemical manufacturing facility DOES NOT BELONG in a rural community among property sold primarily for use as ranches for Single Family Residential Property.

4. Second, as “affected persons” we request a contested case hearing under 30 TEX. ADMIN. CODE §55.201(b). This request is made for my husband, Michael A. Shubert and myself, Shannon White-Shubert. We have demonstrated personal justiciable interest being within one mile of any emission points of the proposed Exflor facility. According to the survey found in our Farm and Ranch Contract our eastern property line is 1,086 feet from Exflor’s western property line. We have met all applicable requirements for a hearing request. Our request is in writing; it has

been timely filed; it is based on our own timely comments; and it is both relevant and material to the application.

As I have stated we are very concerned about critical health and environmental risks living near Exflur's proposed chemical plant. Due to our close proximity to Exflur's property, my husband Mike & I risk our health and safety, as well as the health and safety of our pets, our bees and our beautiful property with the approval of this air permit which will allow Exflur to emit numerous harmful contaminants including carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter. We are concerned that we will not be able to use our property as we intended. In fact, our plans have already changed due to the proposed specialty chemical manufacturing facility.

The Office of Public Interest Counsel (OPIC) has recognized our concerns about air quality, risks of health and safety, and use and enjoyment of property as interests protected by law under which this application is being considered. Second, a reasonable relationship exists between those interests and the regulation of air contaminants. And finally, our proximity to facility – only .33 miles – increases the likelihood of impacts to our health, safety and use of the property. The OPIC finds that we qualify as affected persons in this matter.

The Executive Director has also reviewed the factors found in 30 TAC §55.201 (c) and (d), and §55.203 has determined that Mike and I are affected persons. Based on the location of our property, the issues raised and interests affected by the application, Mike and I have identified personal justiciable interests not common to members of the general public.

All relevant and material disputed issues of fact or mixed questions of law have been identified. There are three issues in which the Executive Director also recommends referral to the SOAH which were raised by me:

Issue no. 2 – whether the proposed plant will negatively affect human health, including sensitive groups and physical property.

Issue no. 3 – whether the proposed chemical plant will negatively affect welfare, including plants, animals and the environment.

Issue no. 5 – whether the proposed plant will cause a nuisance or interfere with the use and enjoyment of property.

We ask that Commission grant us a hearing with the State Office of Administrative Hearings (SOAH) for a contested case hearing.

5. As I previously stated the issue which I believe has not been properly addressed by the Commission involves the collusion and concealment of Exflur's Declaration of Covenants, Conditions, Easements & Restrictions (the CCRs) which gave Exflur permission to build a specialty chemical manufacturing facility among property marketed and sold as Ranches for Single Family Residential Property.

The fact is – the collusion and concealment of Exflur’s CCR’s will cause health and environmental risks for Mike and myself as landowners in the immediate vicinity if Exflur is allowed to build their chemical plant and emit toxic substances into the air with this permit. As I have stated, this situation has already created the inability for us to enjoy our property as we intended. I am absolutely certain that we would not have purchased our property if we had been informed of Exflur’s plans to build a chemical plant. Again, I have not spoken to one person – not one – who purchased land from County Road 236 Investments, LLC who was informed of Exflur’s plans to build a chemical plant. No one knew. There were 22 lots sold in this community and there was only one land sale which included three lots (totaling 36.07 acres) which is allowed to use their property for light industrial/light manufacturing uses.

Unresolved Issue from the Public Notice/Comment Period:

Previously, under Comment 1: Public Notice/Comment Period it was stated that I, Shannon White-Shubert, expressed concern that existing property owners were not notified when the Applicant purchased land for the facility. That is not what I stated. I was not referring to existing neighbors. Nor was I referring to a notification given when Exflur purchased their land for the specialty chemical manufacturing facility. In addition, the response from the Executive Director referred to the public notice, as required by TCEQ rules in Chapter 39 (Public Notice) in accordance with statutory requirements. That is not what I was referring to either.

I’m referring specifically to the notice that would have been given when someone purchases property from another person. In this specific situation I am referring to the notice which should have been given by the realtors known as County Road 236 Investments, LLC who represented the Texas A&M Foundation. I argue THAT would have been the appropriate time to decide whether or not you wanted to live with your family near a specialty chemical manufacturing facility. Mike and I should have been able to make that decision before buying our property since Exflur had already purchased their tracts and Exflur had already been granted permission to build a specialty chemical manufacturing facility in the CCRs written by County Road 236 Investments, LLC.

These specific “affected persons” which I refer to are the neighbors who purchased a tract among the 259.78 acres on County Road 236 in Florence which was placed in a charitable remainder unitrust for “Love of, and appreciation for Texas A&M University, its purposes, its students, and its importance to the Grantor.” The 259.78 acres were surveyed into 22 tracts consisting of 10-18 acres, which were marketed and sold as ranches for Single Family Residential Use. There are no documents filed with Williamson County Public Records which establish this property or community as a planned unit development (PUD) or any type of development. There is no subdivision code or subdivision name. No HOA was formed. The property was not developed. The realtors do not refer to themselves as developers only as the declarant on the CCRs. The CCRs were written for each individual property and not for the community-at-large although the CCRs state that they were written “for the purpose of carrying out a uniform plan” and they often imply a community interest. The drawing of the lots with their dimensions in our Farm and Ranch Contract included all 22 of the lots sold by County Road 236 Investments, LLC which implied a community of properties. The proceeds from selling the 259.78 acres were gifted into a charitable remainder unitrust for the Texas A&M Foundation.

To be perfectly clear --- I am concerned that NO ONE was informed that Exflur was granted permission by County Road 236 Investments, LLC to build a specialty chemical manufacturing facility on Lots #5, 6, & 7 located among the 259.78 acres marketed and sold as "ranches" for Single Family Residential Use. AND I am concerned that NONE of my neighbors who purchased property from County Road 236 Investments, LLC would have purchased their property if they had known about the specialty chemical manufacturing facility.

As I have stated previously this land (totaling 259.78 acres) was donated by Dr. Richard A. Box, a lifelong Aggie who ended his career serving on the Board of Regents from 2008-2013, including serving as chairman from 2011-2013. Dr. Box became inducted into the Corp of Cadets Hall of Honor in April of 2018. Dr. Box is salt of the Earth and his legacy should be honored.

My husband Mike found our property three years ago on November 21, 2019. We felt extremely blessed. In January of 2020 we purchased Lot #1 which was a part of the 259.78 acres donated to the Texas A&M Foundation. Again to be perfectly clear, every tract sold, meaning all of the 259.78 acres was marketed as "ranches" for Single Family Residences. None of the property was marketed for use as commercial property or as property for industrial or manufacturing uses. Again, I firmly believe that we should have been able to make the decision about whether or not we wanted to live near a specialty chemical manufacturing facility before we purchased our property. That information should have been disclosed or at least been easily accessible. But it was not. The Warranty Deed for Exflur dated 12/13/2019 refers to "restrictions and covenants, including those recorded in Document Number 2019116579, Official Public Records for Williamson County on November 25, 2019." This document number does not state anything about a specialty chemical manufacturing facility. Document Number 2019116579 is the CCR for Lot #4 consisting of 12.27 acres presently owned by Kyle and Shannon Gehrer. The CCR for Exflur is recorded as Document Number 2019113872 in the Official Public Records dated 11/25/2019. Again, this is the only CCR which states that **light commercial and light industrial/manufacturing** is an approved use for the property in this community and it is NOT directly linked to Exflur's Warranty Deed. Was this an attempt to deceive? Perhaps so.

Two years after purchasing our property - Mike, myself and many of our neighbors were shocked to find out that three of the neighboring tracts sold to Exflur Research Corporation were granted special permission to build a specialty chemical manufacturing facility from County Road 236 Investments, LLC, the realtors representing the Texas A&M Foundation. For me, this has been especially difficult because one of the realtors involved was my 'friend' from my hometown, La Grange. At first I actually defended my 'friend' because I could not believe that he would betray me like this. I kept reassuring myself, thinking that, surely, Clay Morgan would have warned me and told me about the chemical plant. We are friends. I reached out to Clay to ask for help in April of this year after learning about Exflur's plans. First he stated that he didn't know anything about it and that he would have to look into it. Clay then ignored me for over a month and then finally he sent me a text me stating "I don't see how we can. We specifically said they could in their restrictions. In hindsight it was a mistake but to try to change it now would just invite a lawsuit that we would lose."

Feeling helpless I reached out to ask Clay for help again recently through text messages. I asked him why he didn't tell me about the chemical plant -- as my friend. He replied via text stating

"You didn't ask and we didn't and still don't think it's a big deal. It clearly has not effected the property value and I have offered to buy you out as has the warehouse guy. I don't own a single property where I am happy with all of my neighbors. You are not damaged. It is a great investment. Keep it or sell it and buy where you can dictate the uses around you. And we are friends. If you were harmed I would make it right but you are not." According to my 'friend' it was not our decision to make about whether or not we would want to live in the close vicinity of the specialty chemical manufacturing facility. Clay said he didn't tell me because I didn't ask. But I did ask. So did my husband, Mike. And so did several of our neighbors who bought a tract from County Road 236 Investments, LLC.

Please note that Clay stated that "they didn't and still don't think it is a big deal" referring to the specialty chemical manufacturing facility to be built by Exflur. Clay is aware of our fight over the air permit, the public meetings and the news articles concerning this situation. Please keep in mind that these comments were made in a text by a realtor (a partner in County Road 236 Investments, LLC) who represented the Texas A&M Foundation in this transaction. This is who we are dealing with. And this is exactly why we are in this situation. If the TCEQ does not step up and help us – who will? Please consider this. I believe that Clay's callous comments are very important.

The CCRs used by County Road 236 Investments, LLC state under Uses: that "No use can conflict with Paragraph 1.10 herein." Paragraph 1.10 is titled Nuisances. It states: "No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of the adjacent tracts. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties." My neighbors and I believe that the proposed permit number 165848 for Exflur conflicts directly with the Nuisance Clause in the CCRs because the proposed facility would emit the following contaminants: carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less.

The TCEQ may not be able to rule on deed restrictions but clearly the collusion and concealment of Exflur's CCR to Mike, myself and others who purchased property from County Road 236 Investments, LLC raises crucial issues that must be addressed. It is a fact that Exflur's CCR is not identified by the correct document number on Exflur's Warranty Deed (dated 12/13/2019) and therefore the CCR is not linked to their Warranty Deed dated 12/13/2019 in the Official Public Records of Williamson County. The CCR dated 11/25/2019 grants Exflur permission to build a specialty chemical manufacturing facility in this rural community. This CCR will create critical health and environmental risks for everyone who purchased property through County Road 236 Investments, LLC. In addition, many property owners including Mike, myself and many of our neighbors will not be able to use to land as we originally intended, if Exflur's air permit is granted and they are allowed to build a chemical plant on their property.

As I have stated previously numerous times - County Road 236, Florence, the location itself, is not equipped to serve industrial or chemical manufacturing needs because the utilities in this rural area are unreliable and scarce. Power outages are common in this area. And the most

serious issue is that we do not have a fire department or an emergency response team nearby that can handle the type of Hazardous Materials that Exflur works with or manufactures. Again, this is a very serious moral and ethical issue. This rural community is not equipped for a "specialty chemical manufacturing facility." I believe it is simply ludicrous that anyone would ignore our concerns. There is no justifiable reason to build a chemical plant in this rural setting among ranches and single family residential property rather than an industrial park or a manufacturing center. Months ago I spoke to the applicant about these exact concerns his response was simply that he bought his property first. This is true. But the real truth is, that if we had known about Exflur's plans, we would have never bought our property.

#### Closing:

I am not giving up on our dream to build our forever home and live happily-ever-after on our beautiful property in Florence. Our property is far too valuable not to fight for it. The ambient air on our property is a valuable natural resource and it must be protected by law. Again, I really appreciate the opportunity to address the Executive Director and the Commissioners with my concerns regarding Exflur's NSR Permit no. 165848. Thank you to your staff, the Office of Public Interest Counsel and everyone at the TCEQ who has offered their assistance in fighting this.

As the lyrics go "I might only have one match. But I can make an explosion. And all those things I didn't say - were wrecking balls inside my brain. I will scream them loud tonight. Can you hear my voice this time?..." These really are the appropriate lyrics as my voice grows louder. This is my Fight Song. I have recently sent FOIAs seeking documentation regarding the Box Place Unitrust including the steps used to convert this real estate gift to cash and of course, all documentation from the realtors involved. Awaiting their response, I am preparing letters seeking the help from the seven of the Trustees from the Texas A&M Foundation and from John Sharp, the Chancellor of the Texas A&M University System. I will also ask for help from the nine members of the Texas A&M University System Board of Regents since Dr. Box previously served on this board. My friend, Clay E. Morgan and his business partner Stewart R. Pate have the power as Declarants to change the CCRs with an Amendment. The CCRs states "Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties." Morgan and Pate have repeatedly rejected our request to change the CCRs and revoke the permission given to Exflur to build a specialty chemical manufacturing facility in close proximity to our property in a rural community marketed and sold as ranches for single family residential properties. Morgan has admitted it was a mistake and now states "to try to change it now would just invite a lawsuit that we would lose." I will keep exerting pressure on the Texas A&M Foundation until that change is made. I will not give up. We are not selling our property.

I firmly believe that a little sunshine is desperately needed here. I plan to ask Tyson Voelkel, the current President and CEO of the Texas A&M Foundation, for an investigation so that this does not happen again. We deserve nothing less from a foundation whose vision is to be among the most trusted philanthropies in higher education. In addition, I have a letter with supporting documentation prepared for Williamson County District Attorney Shawn Dick asking for an investigation as well. It should be noted again that NONE of my neighbors who purchased from County Road 236 Investments, LLC would have purchased their property if they had known about Exflur's proposed chemical plant. In fact, I haven't spoken to anyone who was informed prior to purchasing their property from County Road 236



Investments, LLC of the 'special permissions' written by the realtors in the CCRs which allow Exflur to build a chemical plant. A specialty chemical manufacturing facility does NOT belong in a rural community of single family residential and agricultural properties where there will be less regulation and oversight. This is a serious moral and ethical issue.

It should be noted that Dr. Box is also an "affected person" as he lives close to the 259.78 acres he donated to Texas A&M. We all feel deceived. Dr. Box has spoken against the location of Exflur's specialty chemical manufacturing facility. He has stated "As a land owner on the North San Gabriel River close to the proposed Exflur chemical manufacturing facility (CR 236) I join my neighbors with great concern about the State of Texas allowing such a facility that makes such highly toxic chemicals to exist so close to residences, a critical river water supply to a large population." The permission to build a "specialty chemical manufacturing facility" in a rural community was done without any regard for the environment and the health of property owners in the area. This a complete disgrace.

Thank you again for the opportunity to comment on Permit no. 165848 filed by Exflur Research Corporation. My husband, Mike and I strongly believe that there are critical health and environmental concerns associated with our property being in such close proximity to Exflur's chemical plant. Again, if this permit is passed it will allow the proposed facility to emit the following contaminants: carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less. Exflur's proposed "specialty chemical manufacturing facility" puts us at risk for toxic gas releases and chemical spills, as well as 24/7 manufacturing activities. We ask that you protect our interests – our health and safety and that of our pets, our bees and our beautiful trees. We also ask that you protect one of our most valuable natural resources, our ambient air, so that we can use the property as we intended to. We still want to build our dream home there. We ask you to honor your commitment to Take Care of Texas, especially our beautiful land in Florence.

**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

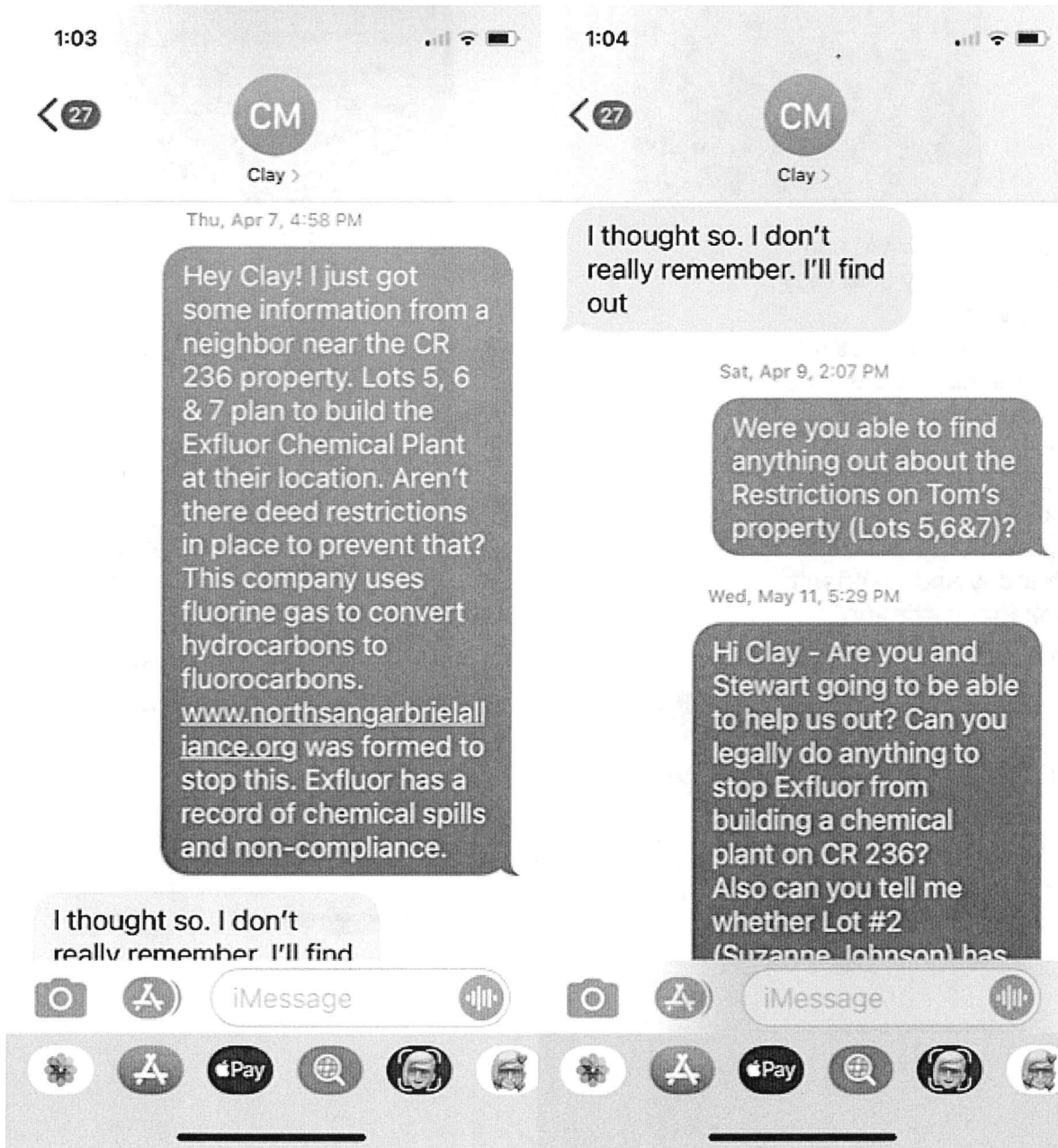
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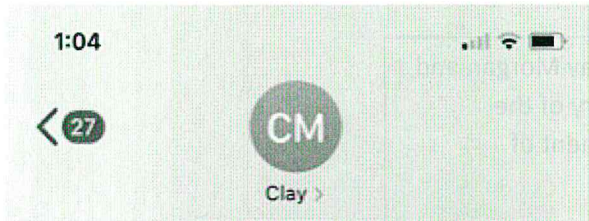
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**FILING CONFIRMATION NUMBER** 666490912022339**REGULATED ENTY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** Response to TCEQ 120520221.docx

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*

These text between Clay Morgan and myself tell the real story of the collusion and concealment of Exflur's CCRs.





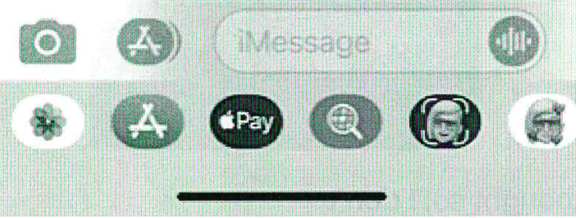
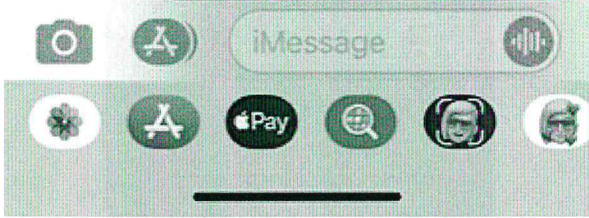
(Suzanne Johnson) has permission from CR 236 Investments, LLC (the declarant) to have an RV park? This is not mentioned on her CCRs.

I don't see how we can. We specifically said they could in their restrictions. In hindsight it was a mistake but to try to change it now would just invite a lawsuit that we would lose. Stewart and I talked about tract 2 the other day and no I don't think the restrictions allow what she is doing.

That is unfortunate



That is unfortunate because we will hire an attorney now. What were Exflor's Attorneys trying to get y'all to change in the CCRs? The Nuisance clause has been well defined by the Texas Supreme Court in recent years. At the very least, this is Strict Liability Nuisance which occurs when the conduct is "extremely dangerous activity." You should know that Tom Bierschenk has stated repeatedly that Stewart and you should have notified all the properties that a "specialty chemical



1:04



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Clay >

"specialty chemical manufacturing facility" was approved for use on those properties. Have you seen the news articles about Exflour? Every major station in Austin and the Statesman has covered it.

I understand. At this point conversations between us are over. Time to let lawyers hash it out. Sorry it ended up like this.

Tue, Nov 15, 11:22 AM

I haven't found anyone that can remove that knife you stuck in my



1:04



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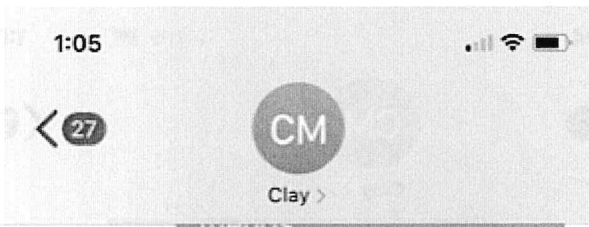
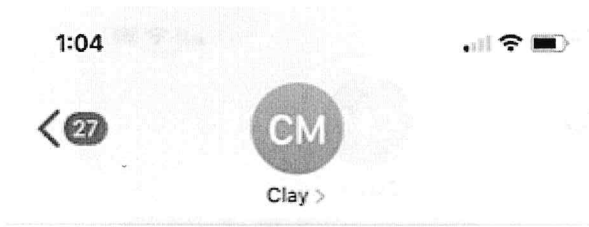


Clay >

You admitted that you & Stewart made a mistake approving that chemical plant in our previous text. YOU could have told us about it. You chose not to - so yeah, it feels like I have a knife in my back. I thought we were friends.

You didn't ask and we didn't and still don't think it's a big deal. It has clearly not effected the property value and I have offered to buy you out as has the warehouse guy. I don't own a single property where I am happy with





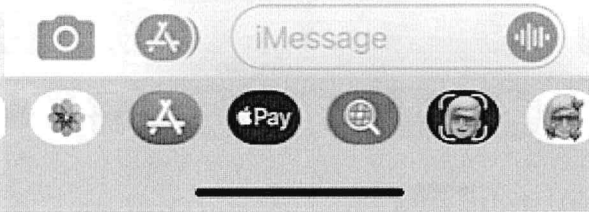
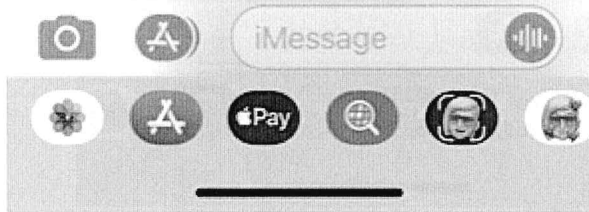
Tue, Nov 15, 11:22 AM

I haven't found anyone that can remove that knife you stuck in my back but I'm working on it. I can't forgive you for what you have done so I'm asking you again to right this wrong. TCEQ hasn't issued Exflor an air permit yet. What did Tom ask you to change on the Restrictions? How can we fight this?

Tue, Nov 15, 1:07 PM

You mean the knife where you probably tripled your investment in a couple years. You are welcome.

You didn't ask and we didn't and still don't think it's a big deal. It has clearly not effected the property value and I have offered to buy you out as has the warehouse guy. I don't own a single property where I am happy with all of my neighbors. You are not damaged. It is a great investment. Keep it or sell it and buy where you can dictate the uses around you. And we are friends. If you were harmed I would make it right but you are not.



**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

Mon 12/5/2022 1:57 PM

To: EFiling &lt;EFiling@tceq.texas.gov&gt;

**FILING CONFIRMATION NUMBER** 694502282022339**REGULATED ENTY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** Text with Clay3.docx

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*

15/ITC/ 1948961 -BAS/AK

**WARRANTY DEED**

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

DATE: December 13, 2019

GRANTOR: COUNTY ROAD 236 INVESTMENTS, LLC, a Texas limited liability company

Grantee's Mailing Address (including county):

10829 Jollyville Road  
Austin, Travis County, Texas 78759

GRANTEE: EXFLUOR RESEARCH CORPORATION, a Texas corporation

Grantor's Mailing Address (including county)

2350 Double Creek Drive  
Round Rock, Williamson County, Texas 78664

**CONSIDERATION:**

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

**PROPERTY (including any improvements):**

(Tracts 5, 6 and 7) A 36.07-acre tract of land out of the William H. Magill Survey, Abstract No. 429, Williamson County, Texas, and further described in Exhibit A, attached hereto and made a part hereof.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made, delivered and accepted subject to the payment of ad valorem taxes and standby fees assessed against the property conveyed for the current year, all restrictions and covenants, including those recorded in Document Number 2019116579, Official Public Records of Williamson County, Texas on November 25, 2019, as well as any subsequently filed restrictions, any outstanding royalty and mineral reservations, any existing real estate liens, conditions and easements of record affecting said property and any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said property. Grantor reserves all oil, gas and mineral interest it has to the property.

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



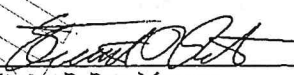
Grantor hereby binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof,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

The herein-described property and improvements are conveyed by Grantor and accepted by Grantee in their current condition. Grantor makes no warranty, express or implied, concerning any aspect of the property, save and except the warranty of title contained herein. Grantee has relied upon Grantee's own inspection of the property and improvements in making the decision to purchase the property and not upon any representation of Grantor. These provisions constitute a portion of the consideration for the conveyance of the property.

THE SALE OF THE PROPERTY IS PROVIDED FOR HEREIN ON AN "AS-IS", "WHERE-IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY OR ANY IMPROVEMENTS CONSTRUCTED THEREON. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, OR GEOLOGY THEREOF, OR THE SUITABILITY OF THE PROPERTY, OR ANY IMPROVEMENTS THEREON, FOR ANY ACTIVITIES OR USES WHICH THE GRANTEE MAY ELECT TO CONDUCT THEREON, OR THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON; (B) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING THE PROPERTY OR ANY IMPROVEMENTS THEREON; OR (C) THE COMPLIANCE OF THE PROPERTY OR ANY IMPROVEMENTS THEREON, OR THEIR OPERATION IN ACCORDANCE WITH, ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY.

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

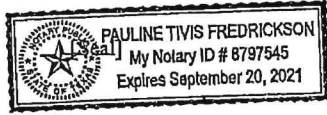
COUNTY ROAD 236 INVESTMENTS, LLC,  
a Texas limited liability company  
By: Ventana Hills, Ltd., Manager

  
\_\_\_\_\_  
Stewart R. Pate, Manager  
White Bluff Development, LLC,  
a Texas limited liability company  
General Partner

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 13 day of December, 2019 by Stewart R. Pate, Manager of White Bluff Development, LLC, a Texas limited liability company, General Partner of Ventana Hills, Ltd., a Texas limited partnership, Manager of County Road 236 Investments, LLC, a Texas limited liability company, on behalf of said company.



*Pauline Tivis Fredrickson*  
NOTARY PUBLIC, STATE OF TEXAS

Commission Expiration

Notary's Name Typed or Printed

AFTER RECORDING RETURN TO:

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

Unofficial Document

EXHIBIT "A"**Maples & Associates, Inc.**

www.maplesinc.com • P.O. Box 893 • Lampasas, Texas 76550 • (512) 558-2078 • (512) 556-0500 fax • Firm No. 10097700

## LEGAL DESCRIPTION OF A TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS.

Being 36.07 acres of the William H. Magill Survey, Abst. No. 429 in Williamson County, Texas, and being part of a 224.71 acre tract of land described in a deed from Richard A. Box, Trustee of Box Place Charitable Remainder Trust, to County Road 236 Investments, LLC, dated August 13, 2019, recorded as Doc. No. 2019075032 of the Official Public Records of Williamson County, Texas; said 36.07 acres being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the north line of said 224.71 acre tract and the south line of a 262.05 acre tract of land described in Exhibit B in a deed to Ernest Franklin Allen, as recorded in Vol. 1469, Page 876 of said official public records; and being approximately 1.2 feet north of a fence, from whence a 1/2 inch iron pin found in concrete at a fence corner for the northeast corner of said 224.71 acre tract brs. North 70° 19' 39" East, 5342.14 feet;

**THENCE** South 19° 46' 41" East, 1445.84 feet to 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" found on the north line of County Road 236 for a southeast corner of said 224.71 acre tract and the southwest corner of a 35.07 acre tract of land described in a deed to County Road 236 Investments, LLC, recorded as Doc. No. 2019075033 of said official public records;

**THENCE** with the north line of said County Road 236, with the south line of said 224.71 acre tract, and along the general course of a fence as follows:

South 70° 13' 29" West, 233.81 feet to a 1/2 inch iron pin found;  
 South 72° 52' 05" West, 211.32 feet to a 5/8 inch iron pin found;  
 South 70° 00' 12" West, 847.71 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

**THENCE** North 19° 36' 35" West, 1440.52 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the north line of said 224.71 acre tract and the south line of said 262.05 acre tract, being approximately 6.5 feet north of a fence;

**THENCE** North 70° 19' 33" East, with the north line of said 224.71 acre tract, with the south line of said 262.05 acre tract, 1088.38 feet to the PLACE OF BEGINNING; as surveyed on the ground on August 23, 2019, by MAPLES & ASSOCIATES, INC., and as shown on an accompanying plat of even survey date herewith.

Paul W. Maples, RPLS  
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**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2019120557**

Pages: 5      Fee: \$33.00  
12/13/2019    12:24 PM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

Unofficial Document

**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

Mon 12/5/2022 1:59 PM

To: EFiling &lt;EFiling@tceq.texas.gov&gt;

**FILING CONFIRMATION NUMBER** 824503732022339**REGULATED ENTY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** 2019120557-1.pdf

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*

**DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

STATE OF TEXAS

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**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

County Road 236 Investments, LLC, a Texas limited liability company, (hereinafter the "Declarant"), being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Williamson and the State of Texas and being more particularly described as follows, to-wit:

12.27 acres out of the William H. Magill Survey, Abstract 429, Williamson County, Texas, and further described in Exhibit A, attached hereto and made part hereof,

Declarant does hereby declare to impose upon the Property the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to any portion of the Property is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described Property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

**ARTICLE 1**

**RESTRICTIONS**

1.01 Uses: Single family residential is an approved use of the property. Home based businesses or light commercial uses may be permitted if the Declarant has given written consent of any such use in advance. No use can conflict with Paragraph 1.10 herein. Not more than two single-family residences may be constructed or placed on a tract. The term "single-family residence" shall include only site-built homes, barnominiums, mobile homes or modular homes which are not older than a 2014 model year based upon its date of manufacture. Move-on homes are allowed as long as they are site-built homes and any remodeling is complete within twelve (12) months of the closing date of the tract.

1.02 Size and Specifications: A residence may not be lived in or occupied until the residence is fully complete. Any residence constructed or moved on to any tract within the Property shall have not less than 1,000 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

1.03 Setback Requirements and Front and Rear Building Lines: Residences, garages, or any other building of any kind constructed on any tract shall have a front building line setback of 25 feet from the front property line. The residences, garages, or any other

building of any kind shall be set back 15 feet from any side property line and 15 feet from any rear property line.

- 1.04 Quality Workmanship, Building Materials and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality, new material and in a workmanlike manner.
- 1.05 Rubbish and Debris: No rubbish or debris or any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.
- 1.06 Easements: Easements are hereby reserved and dedicated over and across a 15 foot strip along County Road 236, 15 feet along each side tract line, and 15 feet along the rear tract line, for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the tracts in the Property. The easements reserved and dedicated hereby shall be for the general benefit of the Property. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any property owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more tracts are owned by one owner and wish to be consolidated into a single building site, then these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted tract and no easements or setback lines will exist along the common tract line.
- 1.07 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the tracts into smaller tracts for a period of at least five (5) years from the date of purchase of the tract with the exception.
- 1.08 Sewage: Wastewater and sewage shall be disposed of by means of private sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used or occupied until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority.
- 1.09 Trash Disposal: No tract shall ever be used for or maintained as a dumping ground for rubbish, fill, road or construction materials, debris or junk.
- 1.10 Nuisances: No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent tracts. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.

- 1.11 Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted on any portion of the Property. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any tract, except within a garage or other comparable enclosed structure.
- 1.12 Boats and Trailers and Trucks: No commercial vehicles with more than 1 rear-axle shall be allowed at any time other than during the construction of the primary residence, driveways or ancillary structures. No commercial vehicles will be stored on the tract for any reason. These vehicles include, but are not limited to, dump trucks of any kind, bobtails, belly dumps and trailers designed to be pulled by trucks with more than 1 rear axle.
- 1.13 Temporary Structures: No structure or improvement of a temporary character, tent, storage container, camper, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling. A recreational vehicle or travel trailer may be used as a temporary residence, during the construction period for a permanent home, for a maximum period of twenty-four (24) months from the initial closing date of the tract. Any building considered a "tiny" home may only be used as a residence with the written consent of the Declarant.
- 1.14 Animals: In no event shall pigs, hogs, swine or dangerous animals be allowed on a tract under any condition. No pets or farm animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise.

## ARTICLE 2

### GENERAL

- 2.01 Enforcement: Declarant, and any person owning any interest in any of the tracts in said Property, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.
- 2.02 Limitations of Liability: The Declarant shall not be liable in damages or otherwise to any owner of any tract within the Property by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans or specifications; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.
- 2.03 Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not



constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

- 2.04. Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by tract) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.
- 2.05 Amendment: This Declaration may be amended by Declarant at any time, and from time to time, in its sole discretion.
- 2.06 Assignment of Declarant: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.
- 2.07 No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the tract, agrees to hold Declarant harmless therefrom.
- 2.08 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the operation of the Property, and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- 2.09 Exemption of Declarant; Utility Easements:
- a. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.
  - b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

2.10 Laws and Regulations: All owners of any tracts within the Property shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

IN WITNESS WHEREOF DECLARANT has caused this document to be executed by its duly authorized member this 6<sup>th</sup> day of November, 2019.

County Road 236 Investments, LLC  
a Texas limited liability company

[Signature]  
By: Stewart Pate  
Title: Manager

STATE OF TEXAS

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§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me this 6<sup>th</sup> day of November, 2019 by Stewart Pate, Manager of County Road 236 Investments, LLC, a Texas limited liability company, on behalf of said company.

[Seal]  [Signature]  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

County Road 236 Investments, LLC  
10829 Jollyville Road  
Austin, Texas 78759

### Maples & Associates, Inc.

www.maplesinc.com • P.O. Box 893 • Lampasas, Texas 76550 • (512) 556-2078 • (512) 556-0500 fax • Firm No. 10097700

#### LEGAL DESCRIPTION OF A TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS.

Being 12.27 acres of the William H. Magill Survey, Abst. No. 429 in Williamson County, Texas, and being part of a 224.71 acre tract of land described in a deed from Richard A. Box, Trustee of Box Place Charitable Remainder Trust, to County Road 236 Investments, LLC, dated August 13, 2019, recorded as Doc. No. 2019075032 of the Official Public Records of Williamson County, Texas; said 12.27 acres being more particularly described as follows;

BEGINNING at a 1/2 inch Iron pin with cap marked "MAPLES RPLS 5043" set on the north line of said 224.71 acre tract and the south line of a 224.71 acre tract of land described in Exhibit B in a deed to Ernest Franklin Allen, as recorded in Vol. 1469, Page 876 of said official public records, and being approximately 6.9 feet north of a fence, from whence a 1/2 inch iron pin found in concrete at a fence corner for the northeast corner of said 224.71 acre tract brs. North 70° 19' 39" East, 6430.52 feet;

THENCE South 19° 36' 35" East, 1440.53 feet to 1/2 inch Iron pin with cap marked "MAPLES RPLS 5043" set on the north line of County Road 236 and the south line of said 224.71 acre tract;

THENCE South 69° 58' 35" West, with the north line of said County Road 236, with the south line of said 224.71 acre tract, and along the general course of a fence, 378.93 feet to a 1/2 inch Iron pin with cap marked "MAPLES RPLS 5043" set;

THENCE North 18° 57' 43" West, 1442.95 feet to a 1/2 inch Iron pin with cap marked "MAPLES RPLS 5043" set on the north line of said 224.71 acre tract and the south line of said 262.05 acre tract, being approximately 10 feet north of a fence;

THENCE North 70° 19' 39" East, with the north line of said 224.71 acre tract, with the south line of said 262.05 acre tract, 362.61 feet to the PLACE OF BEGINNING, as surveyed on the ground on August 23, 2019, by MAPLES & ASSOCIATES, INC., and as shown on an accompanying plat of even survey date herewith.

Paul W. Maples, RPLS  
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**2019116579**

Pages: 7 Fee: \$41.00

12/03/2019 01:39 PM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

Unofficial Document

**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

Mon 12/5/2022 2:01 PM

To: EFiling &lt;EFiling@tceq.texas.gov&gt;

**FILING CONFIRMATION NUMBER** 875504702022339**REGULATED ENTY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** 2019116579-1.pdf

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*



**DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

STATE OF TEXAS

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

County Road 236 Investments, LLC, a Texas limited liability company, (hereinafter the "Declarant"), being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Williamson and the State of Texas and being more particularly described as follows, to-wit:

36.07 acres out of the William H. Magill Survey, Abstract 429, Williamson County, Texas, and further described in Exhibit A, attached hereto and made part hereof,

Declarant does hereby declare to impose upon the Property the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to any portion of the Property is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described Property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

**ARTICLE 1**

**RESTRICTIONS**

1.01 Uses: Single family residential is an approved use of the property. Home based businesses or light commercial and light industrial/manufacturing uses may be permitted if the Declarant has given written consent of any such use in advance. The specialty chemical manufacturing facility proposed by Exflur Research Corporation is an approved use. No use can conflict with Paragraph 1.10 herein. Not more than two single-family residences may be constructed or placed on a tract. The term "single-family residence" shall include only site-built homes, barndominiums, mobile homes or modular homes which are not older than a 2014 model year based upon its date of manufacture. Move-on homes are allowed as long as they are site-built homes and any remodeling is complete within twelve (12) months of the closing date of the tract.

1.02 Size and Specifications: A residence may not be lived in or occupied until the residence is fully complete. Any residence constructed or moved on to any tract within the Property shall have not less than 1,000 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

1.03 Setback Requirements and Front and Rear Building Lines: Residences, garages, or any other building of any kind constructed on any tract shall have a front building line

setback of at least 50 feet from the front property line. The residences, garages, or any other building of any kind shall be set back 50 feet from any side property line and 25 feet from any rear property line.

- 1.04 Quality Workmanship, Building Materials and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality, new material and in a workmanlike manner.
- 1.05 Rubbish and Debris: No rubbish or debris or any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.
- 1.06 Easements: Easements are hereby reserved and dedicated over and across a 15 foot strip along County Road 236, 15 feet along each side tract line, and 15 feet along the rear tract line, for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the tracts in the Property. The easements reserved and dedicated hereby shall be for the general benefit of the Property. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any property owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more tracts are owned by one owner and wish to be consolidated into a single building site, then these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted tract and no easements or setback lines will exist along the common tract line.
- 1.07 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the tracts into smaller tracts for a period of at least five (5) years from the date of purchase of the tract.
- 1.08 Sewage: Wastewater and sewage shall be disposed of by means of private sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used or occupied until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority.
- 1.09 Trash Disposal: No tract shall ever be used for or maintained as a dumping ground for rubbish, fill, road or construction materials, debris or junk.
- 1.10 Nuisances: No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent tracts. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.

- 1.11 Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted on any portion of the Property. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any tract, except within a garage or other comparable enclosed structure.
- 1.12 Temporary Structures: No structure or improvement of a temporary character, tent, storage container, camper, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling. A recreational vehicle or travel trailer may be used as a temporary residence, during the construction period for a permanent home, for a maximum period of twenty-four (24) months from the initial closing date of the tract. Any building considered a "tiny" home may only be used as a residence with the written consent of the Declarant.
- 1.13 Animals: In no event shall pigs, hogs, swine or dangerous animals be allowed on a tract under any condition.

## ARTICLE 2

### GENERAL

- 2.01 Enforcement: Declarant, and any person owning any interest in any of the tracts in said Property, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.
- 2.02 Limitations of Liability: The Declarant shall not be liable in damages or otherwise to any owner of any tract within the Property by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans or specifications; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.
- 2.03 Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.
- 2.04 Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by tract) has been recorded agreeing to change said covenants in whole or in part. No such agreement to



change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.

- 2.05 Amendment: This Declaration may be amended by Declarant at any time, and from time to time, in its sole discretion.
- 2.06 Assignment of Declarant: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.
- 2.07 No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the tract, agrees to hold Declarant harmless therefrom.
- 2.08 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the operation of the Property, and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- 2.09 Exemption of Declarant; Utility Easements:
- a. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.
  - b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.
- 2.10 Laws and Regulations: All owners of any tracts within the Property shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

IN WITNESS WHEREOF DECLARANT has caused this document to be executed by its duly authorized member this 25 day of November, 2019.

County Road 236 Investments, LLC  
a Texas limited liability company

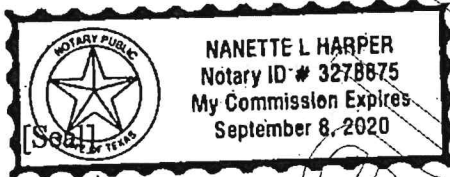
Stewart Tate  
By: Stewart Tate  
Title: Manager

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me this 25<sup>th</sup> day of November, 2019 by Stewart Tate, Manager of County Road 236 Investments, LLC, a Texas limited liability company, on behalf of said company.



Nanette L Harper  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

County Road 236 Investments, LLC  
10829 Jollyville Road  
Austin, Texas 78759

*Exhibit A***Maples & Associates, Inc.**

www.maplesinc.com • P.O. Box 893 • Lampasas, Texas 76550 • (512) 556-2078 • (512) 556-0500 fax • Firm No. 10097700

**LEGAL DESCRIPTION OF A TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS.**

Being 36.07 acres of the William H. Magill Survey, Abst. No. 429 in Williamson County, Texas, and being part of a 224.71 acre tract of land described in a deed from Richard A. Box, Trustee of Box Place Charitable Remainder Trust, to County Road 236 Investments, LLC, dated August 13, 2019, recorded as Doc. No. 2019075032 of the Official Public Records of Williamson County, Texas; said 36.07 acres being more particularly described as follows;

BEGINNING at a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the north line of said 224.71 acre tract and the south line of a 262.05 acre tract of land described in Exhibit B in a deed to Ernest Franklin Allen, as recorded in Vol. 1469, Page 876 of said official public records, and being approximately 1.2 feet north of a fence, from whence a 1/2 inch iron pin found in concrete at a fence corner for the northeast corner of said 224.71 acre tract brs. North 70° 19' 39" East, 5342.14 feet;

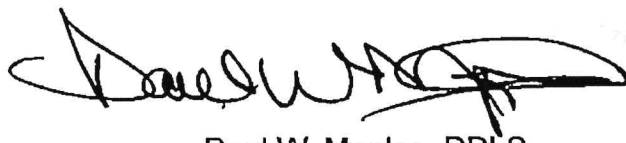
THENCE South 19° 46' 41" East, 1445.84 feet to 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" found on the north line of County Road 236 for a southeast corner of said 224.71 acre tract and the southwest corner of a 35.07 acre tract of land described in a deed to County Road 236 Investments, LLC, recorded as Doc. No. 2019075033 of said official public records,

THENCE with the north line of said County Road 236, with the south line of said 224.71 acre tract, and along the general course of a fence as follows;

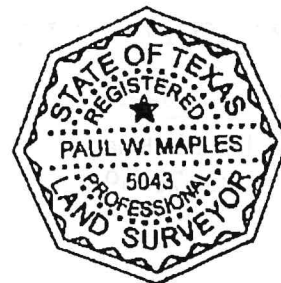
South 70° 13' 29" West, 233.81 feet to a 1/2 inch iron pin found;  
 South 72° 52' 05" West, 211.32 feet to a 5/8 inch iron pin found;  
 South 70° 00' 12" West, 647.71 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

THENCE North 19° 36' 35" West, 1440.52 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the north line of said 224.71 acre tract and the south line of said 262.05 acre tract, being approximately 6.5 feet north of a fence;

THENCE North 70° 19' 33" East, with the north line of said 224.71 acre tract, with the south line of said 262.05 acre tract, 1088.38 feet to the PLACE OF BEGINNING, as surveyed on the ground on August 23, 2019, by MAPLES & ASSOCIATES, INC., and as shown on an accompanying plat of even survey date herewith.



Paul W. Maples, RPLS  
 ©2019 All rights reserved.



County Road 236 Investments LLC

① 10829 Jollyville Road  
Austin TX 78759

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2019113872

REST Fee: \$41.00  
11/25/2019 02:03 PM OSALINAS



*Nancy E. Rister*  
Nancy E. Rister, County Clerk  
Williamson County, Texas

Unofficial Document

**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

Mon 12/5/2022 2:02 PM

To: EFiling &lt;EFiling@tceq.texas.gov&gt;

**FILING CONFIRMATION NUMBER** 930505652022339**REGULATED ENTITY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** 2019113872-1.pdf

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*

2:34



Clay >

Thu, Apr 7, 4:58 PM

Hey Clay! I just got some information from a neighbor near the CR 236 property. Lots 5, 6 & 7 plan to build the Exflor Chemical Plant at their location. Aren't there deed restrictions in place to prevent that? This company uses fluorine gas to convert hydrocarbons to fluorocarbons. [www.northsangarbrielalliance.org](http://www.northsangarbrielalliance.org) was formed to stop this. Exflor has a record of chemical spills and non-compliance.

I thought so. I don't really remember. I'll find



iMessage



2:34



Clay >

I thought so. I don't really remember. I'll find out

Sat, Apr 9, 2:07 PM

Were you able to find anything out about the Restrictions on Tom's property (Lots 5,6&7)?

Wed, May 11, 5:29 PM

Hi Clay - Are you and Stewart going to be able to help us out? Can you legally do anything to stop Exflor from building a chemical plant on CR 236? Also can you tell me whether Lot #2 (Suzanne Johnson) has



iMessage



2:34



Clay >

whether Lot #2 (Suzanne Johnson) has permission from CR 236 Investments, LLC (the declarant) to have an RV park? This is not mentioned on her CCRs.

I don't see how we can. We specifically said they could in their restrictions. In hindsight it was a mistake but to try to change it now would just invite a lawsuit that we would lose. Stewart and I talked about tract 2 the other day and no I don't think the restrictions allow what she is doing.



iMessage





2:34



Clay >

That is unfortunate because we will hire an attorney now. What were Exflor's Attorneys trying to get y'all to change in the CCRs? The Nuisance clause has been well defined by the Texas Supreme Court in recent years. At the very least, this is Strict Liability Nuisance which occurs when the conduct is "extremely dangerous activity." You should know that Tom Bierschenk has stated repeatedly that Stewart and you should have notified all the properties that a "specialty chemical



iMessage



2:34



Clay >

properties that a "specialty chemical manufacturing facility" was approved for use on those properties. Have you seen the news articles about Exflor? Every major station in Austin and the Statesman has covered it.

I understand. At this point conversations between us are over. Time to let lawyers hash it out. Sorry it ended up like this.

Tue, Nov 15, 11:22 AM

I haven't found anyone that can remove that



iMessage



2:35



Clay >

Tue, Nov 15, 11:22 AM

I haven't found anyone that can remove that knife you stuck in my back but I'm working on it. I can't forgive you for what you have done so I'm asking you again to right this wrong. TCEQ hasn't issued Exflur an air permit yet. What did Tom ask you to change on the Restrictions? How can we fight this?

Tue, Nov 15, 1:07 PM

You mean the knife where you probably tripled your investment in a couple years. You are welcome.



iMessage



Apple Pay



2:35



Clay >

You admitted that you & Stewart made a mistake approving that chemical plant in our previous text. YOU could have told us about it. You chose not to - so yeah, it feels like I have a knife in my back. I thought we were friends.

You didn't ask and we didn't and still don't think it's a big deal. It has clearly not effected the property value and I have offered to buy you out as has the warehouse guy. I don't own a single property where I am happy with



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2:35



< 29



Clay >

You didn't ask and we didn't and still don't think it's a big deal. It has clearly not effected the property value and I have offered to buy you out as has the warehouse guy. I don't own a single property where I am happy with all of my neighbors. You are not damaged. It is a great investment. Keep it or sell it and buy where you can dictate the uses around you. And we are friends. If you were harmed I would make it right but you are not.



iMessage



**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

Mon 12/5/2022 2:46 PM

To: EFiling &lt;EFiling@tceq.texas.gov&gt;

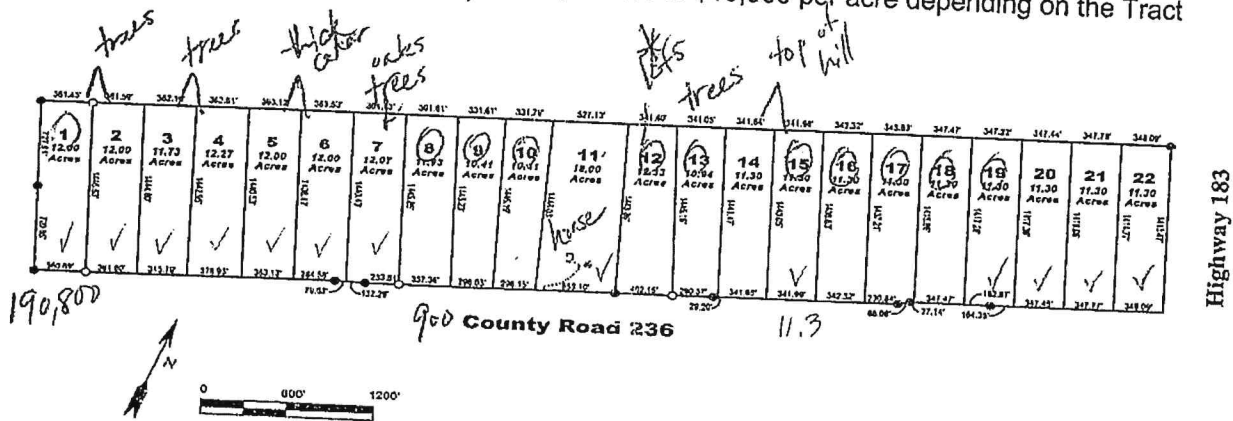
**FILING CONFIRMATION NUMBER** 272531652022339**REGULATED ENTY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** clay.docx

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*

# 236 Ranches Williamson County 10 - 18 Acre Tracts

*FYI  
incorporated  
08-05-2019*

- Location:** The Property is located just west of the intersection of Hwy 183 North and County Road 236 in Williamson County, 8 - 9 minutes north (9.9 miles) of Hwy 29.
- Access:** All Tracts have direct access to County Road 236. No flag lots.
- Sizes Available:** 10 to 18 acre Tracts are available
- Topography:** Generally level terrain with good soil and grass cover. Some areas have open pasture with small scattered cedars while several areas include extensive live oak, post oak and brush. Long views are available from several of the Tracts.
- Utilities:** Pedernales Electric Coop (on CR 236), private water wells, on-site septic systems will be required
- School District:** Florence ISD
- Taxes:** Agricultural exemption in place
- Restrictions:** Reasonable restrictions are in place. Ask for a copy.
- Prices:** Range from \$11,900 per acre to \$15,900 per acre depending on the Tract



**Contact:** Clay Morgan (512) 517-2557  
Stewart Pate (512) 748-9715

The information contained herein has been obtained from reliable sources, and we have no reason to doubt the accuracy of such information; however, no warranty or guarantee, either implied or expressed, is made with respect to the accuracy thereof. All such information is submitted subject to errors, omissions, or changes in conditions including the presence of any hazardous materials or any other environmental conditions that may affect the value or suitability of the property. All information contained herein should be verified to the satisfaction of the person relying on it.

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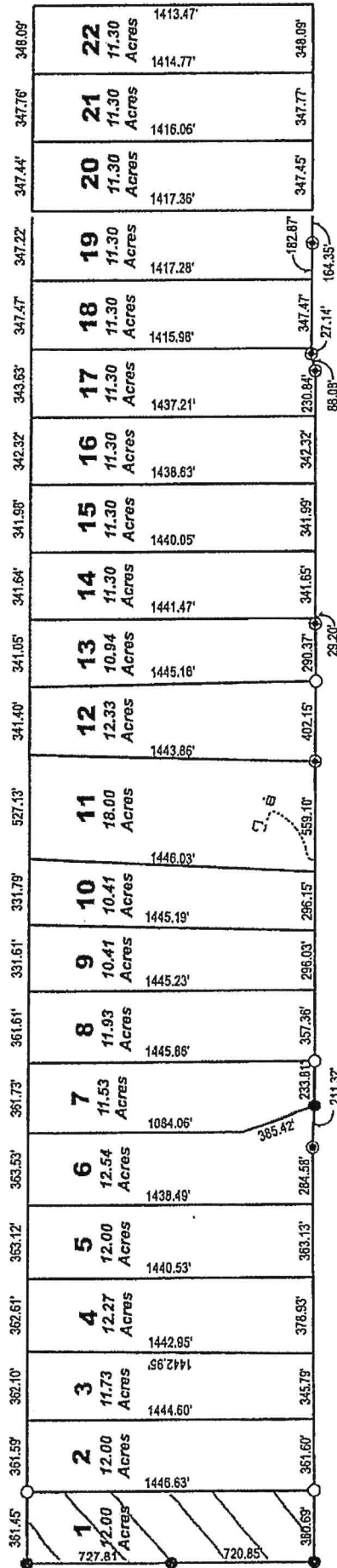
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179  
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179



# Exhibit A



## County Road 236



**Filing on Permit Number/Docket Number 165848**

swshubert@gmail.com &lt;swshubert@gmail.com&gt;

Mon 12/5/2022 3:02 PM

To: EFiling &lt;EFiling@tceq.texas.gov&gt;

**FILING CONFIRMATION NUMBER** 501541552022339**REGULATED ENTY NAME** EXFLUOR RESEARCH**RN NUMBER:** RN110969227**PERMIT NUMBER:** 165848**DOCKET NUMBER:** 2022-1552-AIR**COUNTY:** WILLIAMSON**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION, CN602696791**FROM****FILED BY:****FILED FOR NAME:** MRS Shannon White-Shubert**E-MAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX78681-2417**PHONE:** 512-487-5976**DOCUMENT NAME:** Marketing Material.pdf

*Based on 30 TAC Section 1.10(h), the TCEQ General Counsel has waived the filing requirements of Section 1.10(c) to allow the filing of documents using this online system. The General Counsel also has waived the requirements of Section 1.10(e) so that the time of filing your documents is the time this online system receives your filings. Filings are considered timely if received by close of business (usually 5:00 p.m. CST) on the deadline date unless otherwise ordered. If your document is 20 pages or less (including cover letter, mailing list, and attachments) and it is for Commission consideration at an open meeting, the General Counsel has also waived the requirement of Section 1.10(d) to file paper copies with the Office of the Chief Clerk.*

## **Marielle Bascon**

---

**From:** swshubert@gmail.com  
**Sent:** Monday, November 21, 2022 4:46 PM  
**To:** PUBCOMMENT-OCC  
**Subject:** Public comment on Permit Number 165848  
**Attachments:** Xerox Scan\_06092022183106[5895]1.pdf

**REGULATED ENTITY NAME** EXFLUOR RESEARCH

**RN NUMBER:** RN110969227

**PERMIT NUMBER:** 165848

**DOCKET NUMBER:** 2022-1552-AIR

**COUNTY:** WILLIAMSON

**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION

**CN NUMBER:** CN602696791

**FROM**

**NAME:** Shannon White-Shubert

**EMAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)

**COMPANY:**

**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX 78681-2417

**PHONE:** 5124875976

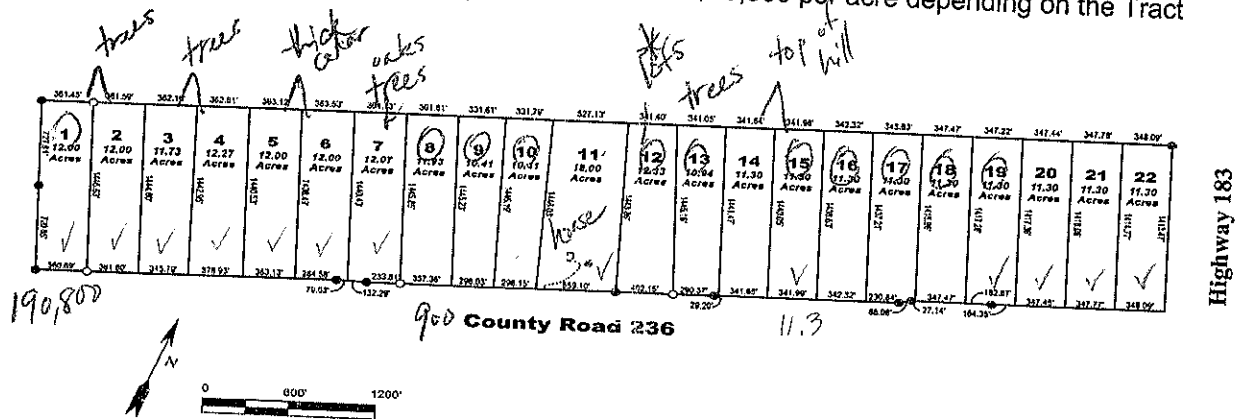
**FAX:**

**COMMENTS:** This is the flyer used by County Road 236 Investments, LLC. The property was marketed as ranches and it was sold primarily as Single Family Residential Property. This document does not refer to commercial property nor does it offer any property to be used in an industrial or manufacturing setting.

# 236 Ranches Williamson County 10 - 18 Acre Tracts

FYI  
incorporated  
08-05-2019

- Location:** The Property is located just west of the intersection of Hwy 183 North and County Road 236 in Williamson County, 8 - 9 minutes north (9.9 miles) of Hwy 29.
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- School District:** Florence ISD
- Taxes:** Agricultural exemption in place
- Restrictions:** Reasonable restrictions are in place. Ask for a copy.
- Prices:** Range from \$11,900 per acre to \$15,900 per acre depending on the Tract



190,800

900 County Road 236

11.3

Highway 183

**Contact:** Clay Morgan (512) 517-2557  
Stewart Pate (512) 748-9715

The information contained herein has been obtained from reliable sources, and we have no reason to doubt the accuracy of such information; however, no warranty or guarantee, either implied or expressed, is made with respect to the accuracy thereof. All such information is submitted subject to errors, omissions, or changes in conditions including the presence of any hazardous materials or any other environmental conditions that may affect the value or suitability of the property. All information contained herein should be verified to the satisfaction of the person relying on it.

2021 22

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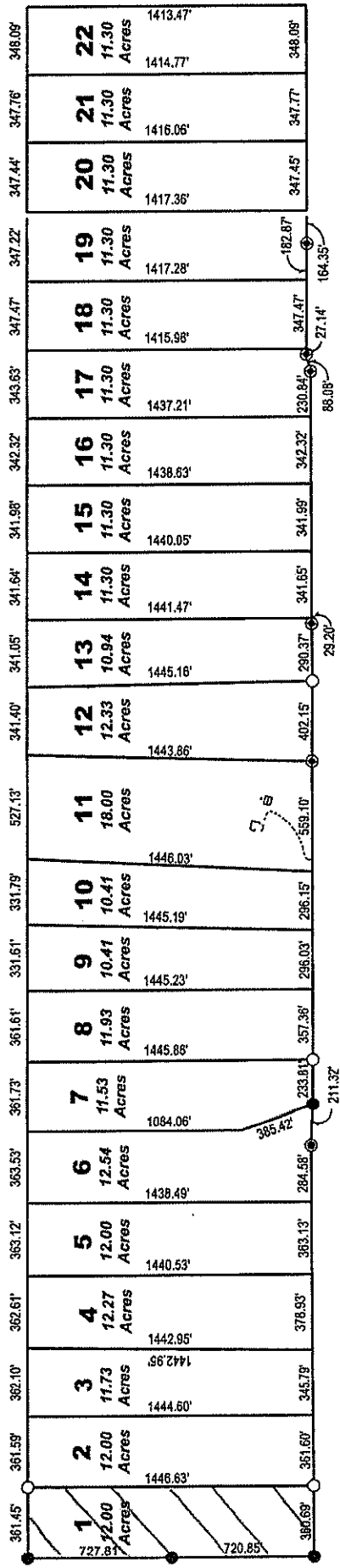
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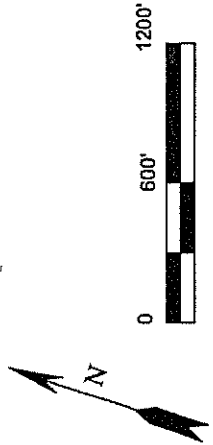
3

179  
381  
179

# Exhibit A



## County Road 236



## Marielle Bascon

---

**From:** swshubert@gmail.com  
**Sent:** Monday, November 21, 2022 3:59 PM  
**To:** PUBCOMMENT-OCC  
**Subject:** Public comment on Permit Number 165848

**REGULATED ENTITY NAME** EXFLUOR RESEARCH

**RN NUMBER:** RN110969227

**PERMIT NUMBER:** 165848

**DOCKET NUMBER:** 2022-1552-AIR

**COUNTY:** WILLIAMSON

**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION

**CN NUMBER:** CN602696791

### FROM

**NAME:** Shannon White-Shubert

**EMAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)

### COMPANY:

**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX 78681-2417

**PHONE:** 5124875976

### FAX:

**COMMENTS:** Two years after purchasing our property - Mike, myself and many of our neighbors were shocked to find out that three of the neighboring tracts sold to Exflur were granted special permission to build a specialty chemical manufacturing facility from CR236 INV, the realtors representing the Texas A&M Foundation. For me, this has been especially difficult because one of the realtors involved was my 'friend' from my hometown, La Grange. I reached out to Clay to ask for help in April of this year after learning about Exflur's plans. First he stated that he didn't know anything about it and that he would have to look into it. Clay then ignored me for over a month and then finally he sent me a text me stating "I don't see how we can. We specifically said they could in their restrictions. In hindsight it was a mistake but to try to change it now would just invite a lawsuit that we would lose." Feeling helpless I reached out to ask Clay for help again recently through text messages. I asked him why he didn't tell me about the chemical plant -- as my friend. He replied via text stating "You didn't ask and we didn't and still don't think it's a big deal. It clearly has not effected the property value and I have offered to buy you out as has the warehouse guy. I don't own a single property where I am happy with all of my neighbors. You are not damaged. It is a great investment. Keep it or sell it and buy where you can dictate the uses around you. And we are friends. If you were harmed I would make it right but you are not." According to my 'friend' it was not our decision to make about whether or not we would want to live in the close vicinity of the

specialty chemical manufacturing facility. Clay said he didn't tell me because I didn't ask. But I did ask. So did my husband, Mike. And so did several of our neighbors who bought a tract from CR236 INV. Please note that Clay stated that "they didn't and still don't think it is a big deal" referring to the specialty chemical manufacturing facility to be built by Exflur. Please keep in mind that these comments were made in a text by a realtor (a partner in County Road 236 Investments, LLC) who represented the Texas A&M Foundation in this transaction. This is who we are dealing with. And this is exactly why we are in this situation. If the TCEQ does not step up and help us – who will? Please consider this. I believe that Clay's comments are very important. The CCRs used by CR236 INV state under Uses that "No use can conflict with Paragraph 1.10 herein." Paragraph 1.10 is titled Nuisances. It states: "No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of the adjacent tracts. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties." My neighbors and I believe that the proposed permit number 165848 for Exflur conflicts directly with the Nuisance Clause in the CCRs because the proposed facility would emit the following contaminants: carbon monoxide, hydrogen fluorides, hazardous air pollutants, nitrogen oxide, organic compounds and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less. Per US Legal a nuisance is "a substantial interference with the right to use and enjoy land, which may be intentional, negligent or ultra-hazardous in origin, and must be a result of the defendant's activity." Ultra-hazardous is the key here. Again, we bought property marketed and sold as ranches for Single Family Residential Use. Exflur's specialty chemical manufacturing facility DOES NOT BELONG among property sold primarily for use as Single Family Residential property. I doubt that my 'friend' Clay Morgan and his partner, Stewart Pate, are going to help us. Instead I plan to seek the help of all seven of the Trustees from the Texas A&M Foundation and from John Sharp who has served as the Chancellor of the Texas A&M University System since 2011. I will ask the Foundation for an investigation so that this does not happen again. We deserve nothing less from a foundation whose vision is to be among the most trusted philanthropies in higher education. In addition, I have a letter with supporting documentation prepared for Williamson County District Attorney Shawn Dick asking for an investigation as well. I firmly believe that a little sunshine is desperately needed here. It should be noted again that NONE of my neighbors who purchased from County Road 236 Investments, LLC would have purchased their property if they had known about the specialty chemical manufacturing facility. We all feel deceived. I'm not giving up on our dream to build our forever home and live happily-ever-after on our beautiful property in Florence. Our property is far too valuable not to fight for it. "I might only have one match but I can make an explosion." Those are just lyrics in a song but they are very relevant to me. A specialty chemical manufacturing facility does NOT belong in a rural community of single family residential/agricultural properties where there will be less regulation and oversight. This is a serious moral and ethical issue. It should be noted that Dr. Box is also an "affected person" as he lives close to the 259.78 acres he donated. It is a disgrace that the Texas A&M Foundation has allowed this to happen. In addition to the issues related to disclosure of the specialty chemical manufacturing facility --- County Road 236, Florence, the location itself, is not equipped to serve industrial or chemical manufacturing needs because the utilities in this rural area are unreliable and scarce. There is inadequate water and no sewer available. All nearby properties use well water. There is no natural gas available. Power outages are common in this area. And the most serious issue is that we do not have a fire department or an emergency response team nearby that can handle the type of Hazardous Materials that Exflur works with or manufactures. This rural community is not equipped for a "specialty chemical manufacturing facility." The nearest fire department is a volunteer fire department in Andice, Texas (population 25). The nearest Level 1 Trauma Center is 40 miles away. The nearest Level 2 Trauma Center is 25 miles away. I firmly believe that building a "specialty chemical manufacturing facility" in a rural community like Florence is a very serious moral and ethical issue. I believe it is simply ludicrous that anyone would ignore our concerns. Per the Williamson County Appraisal District there are seven properties raising bees in this community (including us). Potentially, this means that as many as 70 hives will be exposed to Exflur's evaporation pond which will not be covered. We cannot risk this. Our honey will most certainly be contaminated. Please do the right thing for the residents, our pets, our bees and our beautiful trees and DO NOT APPROVE THIS PERMIT. Thank you again for the opportunity to comment on Permit no. 165848 filed by Exflur Research Corporation. My husband, Mike and I strongly believe that there are critical health and environmental concerns associated with Exflur's proposed "specialty chemical manufacturing facility" risking toxic gas releases and chemical spills, as well as 24/7 manufacturing activities. We ask you to honor your commitment to Take Care of Texas, especially our beautiful land in Florence. One last comment about how special our property is. The enormous Texas Red Oaks thriving throughout our property are currently in the seasonal color change. It is truly a sight to behold and unlike other



parts of Williamson County. We have a forest of beautiful trees both deciduous and evergreen. This land really is very special. I believe that the abundance of our Little Brown Skinks proves this.

## Marielle Bascon

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**From:** swshubert@gmail.com  
**Sent:** Monday, November 21, 2022 3:48 PM  
**To:** PUBCOMMENT-OCC  
**Subject:** Public comment on Permit Number 165848

**REGULATED ENTITY NAME** EXFLUOR RESEARCH

**RN NUMBER:** RN110969227

**PERMIT NUMBER:** 165848

**DOCKET NUMBER:** 2022-1552-AIR

**COUNTY:** WILLIAMSON

**PRINCIPAL NAME:** EXFLUOR RESEARCH CORPORATION

**CN NUMBER:** CN602696791

### FROM

**NAME:** Shannon White-Shubert

**EMAIL:** [swshubert@gmail.com](mailto:swshubert@gmail.com)

### COMPANY:

**ADDRESS:** 3404 CORTINA LN  
ROUND ROCK TX 78681-2417

**PHONE:** 5124875976

### FAX:

**COMMENTS:** My name is Shannon White-Shubert, 3404 Cortina Lane, Round Rock, Texas 78681, (512)487-5976 home phone or (512)633-9481 cell. My husband, Mike, and I own 12 beautiful acres located at 1500 CR 236 in Florence, Williamson County, Texas. Our property is located 1,086 feet downhill and to the west of Exflur Research Corporation's property where the proposed "specialty chemical manufacturing facility" will be located. We share an abundance of springs which convey excess ground water to the land surface between our heavily treed properties. I strongly disagree with the executive director's decision to approve NSR Permit no. 165848 for Exflur Research Corporation. I request reconsideration of the executive director's decision and I request a contested case hearing. My husband, Mike and I are "affected persons." This request is made for myself and my husband, Mike, as owners of the property located at 1500 CR 236, Florence, Texas. Previously, under Comment 1: Public Notice/Comment Period it was stated that I, Shannon White-Shubert, expressed concern that existing property owners were not notified when the Applicant purchased land for the facility. That is not what I stated. I was not referring to existing neighbors. Nor was I referring to a notification given when Exflur purchased their land for the specialty chemical manufacturing facility. In addition, the response from the Executive Director referred to the public notice, as required by TCEQ rules in Chapter 39 (Public Notice) in accordance with statutory requirements. That is not what I was referring to either. I'm referring specifically to the notice that would

have been given when someone purchases property from another person. In this specific situation I am referring the notice which should have been given by the realtors known as County Road 236 Investments, LLC (CR236 INV) who represented the Texas A&M Foundation. I argue THAT would have been the appropriate time to decide whether or not you wanted to live with your family near a specialty chemical manufacturing facility. Mike and I should have been able to make that decision before buying our property since Exfluor had already purchased their tracts and Exfluor had already been granted permission to build a specialty chemical manufacturing facility in the CCRs written by CR236 INV. These specific "affected persons" which I refer to are the neighbors who purchased a tract among the 259.78 acres on County Road 236 in Florence which was placed in a charitable remainder unitrust for "Love of, and appreciation for Texas A&M University, its purposes, its students, and its importance to the Grantor." The 259.78 acres were surveyed into 22 tracts consisting of 10-18 acres, which were marketed and sold as ranches for Single Family Residential Use. There are no documents filed with Williamson County which establish this property or community as a planned unit development (PUD) or any type of development. There is no subdivision code or subdivision name. No HOA was formed. The property was not developed. The realtors do not refer to themselves as developers only as the declarant on the CCRs. The CCRs were written for each individual property and not for the community-at-large although the CCRs state that they were written "for the purpose of carrying out a uniform plan" and they often imply a community interest. The proceeds from selling the 259.78 acres were gifted into a charitable remainder unitrust for the Texas A&M Foundation. To be perfectly clear --- I am concerned that NO ONE was informed that Exfluor was granted permission by CR236 INV to build a specialty chemical manufacturing facility on Lots #5, 6, & 7 located among the 259.78 acres marketed and sold as "ranches" for Single Family Residential Use. AND I am concerned that NONE of my neighbors who purchased property from CR236 INV would have purchased their property if they had known about the specialty chemical manufacturing facility. As I have stated previously this land (totaling 259.78 acres) was donated by Dr. Richard A. Box, a lifelong Aggie who ended his career serving on the Board of Regents from 2008-2013, including serving as chairman from 2011-2013. Dr. Box became inducted into the Corp of Cadets Hall of Honor in April of 2018. Dr. Box is salt of the Earth and his legacy should be honored. My husband Mike found our property in November of 2019 exactly three years ago to this day. We felt extremely blessed. In January of 2020 we purchased Lot #1 which was a part of the 259.78 acres donated to the Texas A&M Foundation. Again, to be perfectly clear, every tract sold, meaning all of the 259.78 acres was marketed as "ranches" for Single Family Residences. None of the property was marketed for use as commercial property or as property for industrial or manufacturing uses. Again, I firmly believe that we should have been able to make the decision about whether or not we wanted to live near a specialty chemical manufacturing facility before we purchased our property. That information should have been disclosed or at least been easily accessible. But it was not. The Warranty Deed for Exfluor dated 12/13/2019 refers to "restrictions and covenants, including those recorded in Document Number 2019116579, Official Public Records of Williamson County on November 25, 2019." This document number does not state anything about a specialty chemical manufacturing facility. Document Number 2019116579 is the CCR for Lot #4 consisting of 12.27 acres presently owned by Kyle and Shannon Gehrler. The CCR for Exfluor is recorded as Document Number 2019113872 in the Official Public Records dated 11/25/2019. This is the only CCR which states that light commercial and light industrial/manufacturing is an approved use for the property in this community and it is NOT directly linked to Exfluor's Warranty Deed. Was this an attempt to deceive? Perhaps so. (Part 1 of 2)