

TCEQ Interoffice Memorandum

TO: Office of the Chief Clerk
Texas Commission on Environmental Quality

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Lillian E. Beerman, Ph.D., Project Coordinator
Water Rights Permitting Team

DATE: August 10, 2026

SUBJECT: Bladerunner Farms, LLC
WRPERM 14189
CN606506772, RN112439146
Application No. 14189 for a Water Use Permit
Texas Water Code §§ 11.143, 11.042, Requiring Published and
Limited Mailed Notice
Unnamed tributary of the Atascosa River, Nueces River Basin
Atascosa County

The application was received on April 28, 2026 and fees were received on May 5, 2026. Additional information was received on July 9, 2026. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on August 10, 2026. Published notice within each county in which the Evergreen Underground Water Conservation District (EUWCD) is located is required pursuant to Title 30 Texas Administrative Code (TAC) § 295.152(B). Mailed notice to downstream water right holders of record in the Nueces River Basin is required pursuant to Title 30 TAC §295.153(C)(1) and mailed notice to the EUWCD which has jurisdiction over the proposed groundwater production is required pursuant to Title 30 TAC § 295.153(C)(2). Mailed notice to interjacent water right holders of record in the Nueces River Basin is required pursuant to Title 30 TAC § 295.161(B) and notice to the Texas Parks and Wildlife Department and the Public Interest Counsel is required pursuant to Title 30 TAC § 295.161(C).

All fees have been paid and the application is sufficient for filing.

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Coordinator
Water Rights Permitting Team
Water Rights Permitting and Data Section

OCC Mailed Notice Required X YES NO

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 10, 2026

Mr. Aaron M. Barton, Attorney
Branscomb Law
4630 N Loop 1604 W Ste. 206
San Antonio, TX 78249-1374

VIA E-MAIL

RE: Bladerunner Farms, LLC
WRPERM 14189
CN606506772, RN112439146
Application No. 14189 for a Water Use Permit
Texas Water Code §§ 11.143, 11.042, Requiring Published and Limited Mailed Notice
Unnamed tributary of the Atascosa River, Nueces River Basin
Atascosa County

Dear Mr. Barton:

This acknowledges receipt, on July 9, 2026, of additional information.

The application was declared administratively complete and filed with the Office of the Chief Clerk on August 10, 2026. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning the application, please contact me via email at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Coordinator
Water Rights Permitting Team
Water Rights Permitting and Data Section

RE: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

From Mary E. Adair <[REDACTED]>
Date Tue 8/4/2026 3:55 PM
To Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Cc Aaron M. Barton <[REDACTED]> Olivia Stephens <[REDACTED]>

Dr. Beerman,

Please see below for Aaron's contact information:

BRANSCOMB LAW

Lockhill Crossing Building
4630 N Loop 1604 W, Suite 206
San Antonio, Texas 78249
Main: (210) 598-5400 | Direct: (210) 598-5411
[REDACTED]

Thanks,
Mary

Mary E. Adair
Attorney



Lockhill Crossing Building
4630 N Loop 1604 W, Suite 206
San Antonio, Texas 78249
Main: (210) 598-5400 | Direct: (210) 598-5409
[REDACTED] www.branscomblaw.com

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From: Mary E. Adair
Sent: Tuesday, August 4, 2026 12:49 PM
To: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

Cc: Aaron M. Barton [REDACTED]; Olivia Stephens [REDACTED]
Subject: RE: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

Dr. Beerman,

I want to let you know that I will be departing from Branscomb on August 14, 2026 to join the Office of General Counsel for the Air Force. My colleague Aaron Barton, who I've copied here, will be the point of contact for Bladerunner Farms, LLC's application for water rights and bed and banks permit. Please let me know if there is anything else you need on our end to designate Aaron as the point of contact.

Thanks,
Mary

Mary E. Adair
Attorney



Lockhill Crossing Building
4630 N Loop 1604 W, Suite 206
San Antonio, Texas 78249
Main: (210) 598-5400 | Direct: (210) 598-5409

[REDACTED] | www.branscomblaw.com

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RE: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

From Mary E. Adair [REDACTED]
Date Thu 7/9/2026 4:54 PM
To Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Cc Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>

1 attachment (867 KB)

Bladerunner Farms, LLC Response to RFI.pdf;

Dr. Beerman,

Attached is Bladerunner Farms, LLC's response to the Request for Information. Please let me know if you have any questions.

Thanks,
Mary

Mary E. Adair
Attorney



Lockhill Crossing Building
4630 N Loop 1604 W, Suite 206
San Antonio, Texas 78249
Main: (210) 598 5400 | Direct: (210) 598 5409
[REDACTED] | www.branscomblaw.com

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From: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Sent: Wednesday, June 10, 2026 12:44 PM
To: Mary E. Adair [REDACTED] >
Cc: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>
Subject: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

EXTERNAL

Ms. Mary Adair,
Please review the Request for Information for Bladerunner Farms, LLC's Application No. 14189.
Comments are due COB Friday, July 10, 2026.
If you have any questions or concerns, do not hesitate to contact me.
Thank You,

Lillian E. Beerman, Ph.D.

Water Rights Permitting Team
Water Availability Division
512-239-4019
lillian.beerman@tceq.texas.gov



Mary Adair

(210) 598-5409

July 9, 2026

Dr. Lillian E. Beerman
Project Coordinator
Water Rights Permitting and Data Section
P.O. Box 13087
Austin, Texas 78711

Via Electronic Transmission

Re: Bladerunner Farms, LLC Application No. 14189 for a Water Use Permit

Dr. Beerman:

This letter is in response to the Texas Commission on Environmental Quality's ("TCEQ") letter dated June 10, 2026 requesting additional information to supplement Bladerunner Farm, LLC's ("Bladerunner") Application for a Water Use Permit, Application No. 14189 (the "Application").

Bladerunner confirms that it is requesting to authorize two reservoirs and to authorize the use of the bed and banks of an unnamed tributary of the Atascosa River to convey groundwater to maintain the reservoirs and for subsequent diversion for agricultural purposes through the Application.

Bladerunner confirms the following amounts of water from each source:

Quantity (acre-feet)	Source
132	Nueces River Basin (capacity of reservoirs)
613.77	Carrizo and Reklaw aquifers
745.77	TOTAL

Bladerunner confirms that the coordinates of Reservoir No. 2 are Latitude 29.015328° N, Longitude 98.560458° W.

Enclosed you will find the Consent Regarding Non Exclusive Farm Water Irrigation Facility Easement Agreement authorizing Bladerunner to utilize the easements described in the Non Exclusive Farm Water Irrigation Facility Easement Agreement that was previously provided.

July 9, 2026

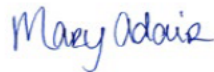
Page 2

In response to Item 2(d) in Worksheet 5.0 Environmental Information, the Waterbody Recreational Uses include non-contact recreation. Bladerunner's responses to Item 2(e) in Worksheet 5.0 are as follows:

- (i) Reservoir No. 1 inundates 1.5 acres on property owned by Willey Good Properties, LLC and that is adjacent to the irrigated lands. Reservoir No. 2 inundates 12.0 acres on property owned by Willey Good Properties, LLC and that is adjacent to the irrigated lands.
- (ii) A USACE 404 permit is not required for either reservoir.
- (iii) Neither reservoir is greater than 5,000 acre-feet.

If you have any questions, please let me know so that we may provide it to you as quickly as possible.

Sincerely,



Mary Adair

MEA:os

cc: David Doguet – [REDACTED]
Danny Shipman – [REDACTED]

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

**CONSENT REGARDING NON EXCLUSIVE FARM WATER IRRIGATION FACILITY
EASEMENT AGREEMENT**

This Consent Regarding Non Exclusive Farm Water Irrigation Facility Easement Agreement (this "Consent") is entered into as of ~~June~~ ^{July} 09, 2026 (the "Effective Date") by and between Willey Good Properties, LLC ("Willey Good"), Doguet Holdings, Inc. ("Doguet Holdings"), and Bladerunner Farms, LLC ("Bladerunner") regarding that certain Non Exclusive Farm Water Irrigation Facility Easement Agreement ("Agreement") by and between Willey Good and Doguet Holdings dated April 1, 2025, with respect to the Easements defined in the Agreement.

1. Terms. Capitalized terms used but not otherwise defined in this Consent shall have the meanings ascribed to them in the Agreement.

2. Authorization to Utilize Easements. The parties acknowledge and agree that Bladerunner is hereby authorized to utilize the Easements described in the Agreement for the Permitted Purposes, pursuant to the terms of the Agreement.

3. Authorization to Utilize Impoundments. The parties acknowledge and agree that Bladerunner is hereby authorized to utilize the two impoundments located on the Property, as defined in the Agreement.

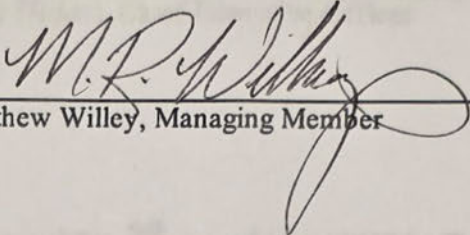
4. Counterparts. Multiple copies of this Consent may be executed by the parties, either together or in counterparts, and delivery of executed counterparts may be made by electronic transmission (including PDF). Each such executed copy or, if signed in counterparts, all such counterparts together, shall have the full force and effect of an original executed instrument.

5. Conflict; Other Terms. To the extent of any conflict between the terms, provisions and conditions of this Consent and the Agreement, the terms, provisions and conditions of this Consent shall control. All other terms, provisions and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect as of the date hereof except as expressly modified hereby.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Consent to be effective as of the Effective Date first written above.

WILLEY GOOD PROPERTIES, LLC

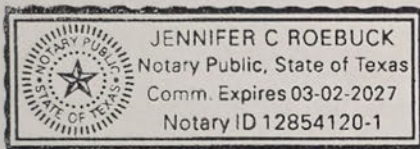
By: 
Matthew Willey, Managing Member

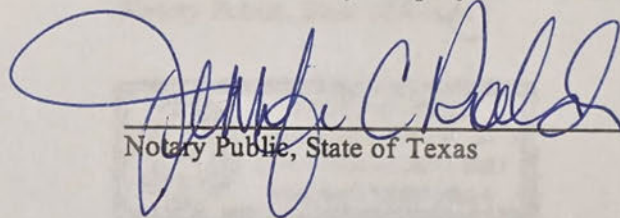
STATE OF TEXAS

COUNTY OF ATASCOSA

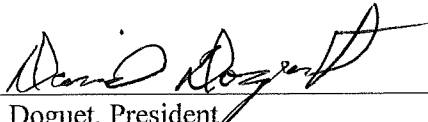
§
§
§

This instrument was acknowledged before me on the 23 day of June, 2026, by Matthew Willey, Managing Member of Willey Good Properties, LLC, a Texas limited liability company, on behalf of said entity.




Notary Public, State of Texas

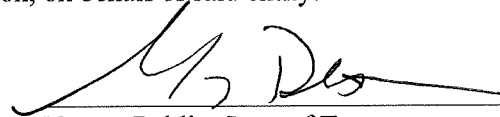
DOGUET HOLDINGS, INC.

By: 
David Doguet, President

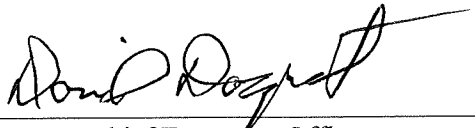
STATE OF TEXAS §
 §
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on the 9 day of ^{July}~~June~~, 2026 by David Doguet, President of Doguet Holdings, Inc., a Texas corporation, on behalf of said entity.




Notary Public, ~~State of Texas~~
State of Florida

BLADERUNNER FARMS, LLC

By: 
David Doguet, Chief Executive Officer

STATE OF TEXAS

§
§
§

COUNTY OF ATASCOSA

This instrument was acknowledged before me on the 9 day of ^{July}~~June~~, 2026 by David Doguet, Chief Executive Officer of Bladerunner Farms, LLC, a Texas limited liability company, on behalf of said entity.




Notary Public, ~~State of Texas~~
State of Florida

Re: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

From Chris Kozlowski <chris.kozlowski@tceq.texas.gov>

Date Wed 6/17/2026 3:17 PM

To Mary E. Adair <[REDACTED]>; Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

Cc Humberto Galvan <Humberto.Galvan@tceq.texas.gov>

Ms. Adair,

State water will not be required for this application. The request for information is confirming that groundwater will be used as the alternate source to maintain the impoundments and that the impoundments are in the Nueces River Basin. Let me know if you have any additional questions. Thanks.

Chris Kozlowski, Team Leader
Water Rights Permitting Team
Water Rights Permitting & Data Section
Texas Commission on Environmental Quality
(512)239-1801
Chris.Kozlowski@tceq.texas.gov

From: Mary E. Adair <[REDACTED]>

Sent: Wednesday, June 10, 2026 4:15 PM

To: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

Cc: Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>

Subject: RE: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

Dr. Beerman,

Thank you for providing the Request for Information.

During the pre-application meeting, I asked if Bladerunner Farms, LLC would be required to seek and acquire permitted water right due to the impoundments, and I believe Mr. Gay confirmed that the acquisition of exiting permitted water rights would not be required. Since Bladerunner needs to confirm it is requesting 132 acre-feet from the Nueces River Basin, would you please let me know if Bladerunner will be required to acquire existing permitted water rights?

Thanks,
Mary

Mary E. Adair
Attorney



Lockhill Crossing Building
4630 N Loop 1604 W, Suite 206
San Antonio, Texas 78249
Main: (210) 598-5400 | Direct: (210) 598-5409
[REDACTED] | www.branscomblaw.com

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From: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>
Sent: Wednesday, June 10, 2026 12:44 PM
To: Mary E. Adair [REDACTED]
Cc: Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>
Subject: Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

EXTERNAL

Ms. Mary Adair,
Please review the Request for Information for Bladerunner Farms, LLC's Application No. 14189. Comments are due COB Friday, July 10, 2026.
If you have any questions or concerns, do not hesitate to contact me.
Thank You,

Lillian E. Beerman, Ph.D.
Water Rights Permitting Team
Water Availability Division
512-239-4019
lillian.beerman@tceq.texas.gov

Bladerunner_Farms_LLC_14189_Request_for_Information_06.10.2026

From Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>

Date Wed 6/10/2026 12:44 PM

To Mary E. Adair [REDACTED] >

Cc Lillian Beerman <Lillian.Beerman@Tceq.Texas.Gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>;
Humberto Galvan <Humberto.Galvan@tceq.texas.gov>

 1 attachment (270 KB)

Bladerunner Farms LLC 14189 RFI Sent 06.10.2026.pdf;

Ms. Mary Adair,

Please review the Request for Information for Bladerunner Farms, LLC's Application No. 14189.

Comments are due COB Friday, July 10, 2026.

If you have any questions or concerns, do not hesitate to contact me.

Thank You,

Lillian E. Beerman, Ph.D.

Water Rights Permitting Team

Water Availability Division

512-239-4019

lillian.beerman@tceq.texas.gov

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 10, 2026

Ms. Mary Adair
Branscomb Law
4630 N Loop 1604 W Ste. 206
San Antonio, TX 78249-1374

VIA E-MAIL

RE: Bladerunner Farms, LLC
WRPERM 14189
CN606506772, RN112439146
Application No. 14189 for a Water Use Permit
Texas Water Code §§ 11.143, 11.042, Requiring Published and Limited Mailed Notice
Unnamed tributary of the Atascosa River, Nueces River Basin
Atascosa County

Dear Ms. Adair:

This acknowledges receipt, on April 28, 2026, of the referenced application and on May 5, 2026, of fees in the amount of \$701.90 (Receipt No. M655244, copy attached).

Additional information is required before the application can be declared administratively complete.

1. Confirm that the application is requesting to authorize two reservoirs and to authorize the use of the bed and banks of an unnamed tributary of the Atascosa River to convey groundwater to maintain the reservoirs and for subsequent diversion for agricultural purposes.
2. Confirm the following amounts of water from each source:

Quantity (acre-feet)	Source
132	Nueces River Basin (capacity of reservoirs)
613.77	Carrizo and Reklaw aquifers
745.77	TOTAL

3. Confirm that the coordinates of Reservoir No. 2 are Latitude 29.015328° N, Longitude 98.560458° W.
4. Provide recorded copies of legal documents establishing ownership of the proposed diversion points, or a copy of a duly acknowledged written easement, consent, or license from the landowner(s) whose land is associated with the two reservoirs and proposed diversion points, pursuant to Title 30 Texas Administrative Code (TAC) § 295.10.

Bladerunner Farms, LLC
Application No. 14189
June 10, 2026
Page 2 of 2

Staff acknowledges receipt of a *Non Exclusive Farm Water Irrigation Facility Easement Agreement* between Willey Good Properties, LLC and Doguet Holdings, Inc. providing Doguet Holdings, Inc. access to the reservoirs and proposed points of diversion for farming operations; however, consent to Bladerunner Farms, LLC from Willey Good Properties, LLC is required.

5. Complete Items 2(d) and 2(e)(2) in *Worksheet 5.0 Environmental Information*.

Please provide the requested information by July 10, 2026, or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning the application, please contact me via email at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, PhD

Lillian E. Beerman, Ph.D., Project Coordinator
Water Rights Permitting Team
Water Rights Permitting and Data Section

Attachment



05-MAY-26 11:35 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

RECEIVED

MAY 06 2026

Water Availability Division

<u>Fee Code</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Amount</u>
<u>Account#</u>	<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>	
<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>	<u>Tran Date</u>	
WTR USE PERMITS					
WUP	M655244	1199		BS00121997	05-MAY-26
WUP	14189	050526	N	D6802585	
WATER USE PERMITS	BRANSCOMB	VTORREZ	CK		
	PLLC				
Total (Fee Code) :					- \$701.90

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): Bladerunner Farms, LLC

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

Y/N

Y **Administrative Information Report**

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

Y Written Evidence of Signature Authority

Y **Technical Information Report**

Y USGS Map (or equivalent)

Y Map Showing Project Details

Y Original Photographs

N Water Availability Analysis

Y **Worksheet 1.0**

Y Recorded Deeds for Irrigated Land

Y Consent for Irrigated Land

N **Worksheet 1.1**

N Addendum to Worksheet 1.1

N **Worksheet 1.2**

Y **Worksheet 2.0**

Y Additional W.S. 2.0 for Each Reservoir

N Dam Safety Documents

N Notice(s) to Governing Bodies

Y Recorded Deeds for Inundated Land

Y Consent for Inundated Land

Y/N

Y **Worksheet 3.0**

Y Additional W.S. 3.0 for each Point

Y Recorded Deeds for Diversion Points

Y Consent for Diversion Access

Y **Worksheet 4.0**

N TPDES Permit(s)

N WWTP Discharge Data

Y Groundwater Well Permit

N Signed Water Supply Contract

Y **Worksheet 4.1**

Y **Worksheet 5.0**

Y Addendum to Worksheet 5.0

N **Worksheet 6.0**

N Water Conservation Plan(s)

N Drought Contingency Plan(s)

N Documentation of Adoption

Y **Worksheet 7.0**

N Accounting Plan

Y **Worksheet 8.0**

Y Fees

Y Public Involvement Plan

RECEIVED

APR 28 2026

Water Availability Division

ADMINISTRATIVE INFORMATION REPORT

The following information is **required** for all new applications and amendments.

****** Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.***

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

☒ New Appropriation of State Water

☐ Amendment to a Water Right *

☒ Bed and Banks

****If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

Bladerunner Farms, LLC is seeking authorization to to use the bed and banks of an unnamed tributary of the Atascosa River to transport groundwater from Bladerunner Farm, LLC's water wells to two reservoirs. Water discharged into the unnamed tributary of the Atascosa River will be used for irrigation purposes on a 316.435-acre tract of land located in Survey No. 1, Abstract No. 3, Joaquin de la Garza, in Atascosa County, Texas.

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

What is the Full Legal Name of the individual or entity (applicant) applying for this permit?

Bladerunner Farms, LLC, a Texas limited liability company

(If the Applicant is an entity, the legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at

<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN : 606193050 (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: David Doguet

Title: CEO

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N Y

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at

<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Bladerunner Farms, LLC

Mailing Address: 802 Howard Road

City: Poteet

State: TX

ZIP Code: 3

Indicate an X next to the type of Applicant:

☐ Individual

☐ Sole Proprietorship-D.B.A.

☐ Partnership

☐ Corporation

☐ Trust

☐ Estate

☐ Federal Government

☐ State Government

☐ County Government

☐ City Government

☐ Other Government

☐ Other limited liability compa

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 1742690805 SOS Charter (filing) Number: 805968050

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: Mary Adair
Title: Attorney
Organization Name: Branscomb Law
Mailing Address: 4630 North Loop 1604 West, Suite 206
City: San Antonio State: TX ZIP Code: 78249
Phone Number: (210) 598-5409
Fax Number: N/A
E-mail Address: [REDACTED]

4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

- a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.
1. Does Applicant or Co-Applicant owe any fees to the TCEQ? **Yes / No** N
If **yes**, provide the following information:
Account number: _____ Amount past due: _____
2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? **Yes / No** N
If **yes**, please provide the following information:
Enforcement order number: _____ Amount past due: _____
- b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>
Is the Applicant or Co-Applicant in good standing with the Comptroller? **Yes / No** Y
- c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use – if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:
https://www3.twdb.texas.gov/apps/reports/WU_REP/SurveyStatus_PriorThreeYears
Applicant has submitted all required TWDB surveys of groundwater and surface water?
Yes / No N/A

The information contained in or attached to this e-mail may contain confidential Attorney/Client information or attorney work product which is legally privileged, confidential and protected from disclosure. The information is intended only for the use of the named recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or dissemination is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately at the address or phone number shown above.

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, David Doguet, CEO of Bladerunner Farms, LLC

(Typed or printed name)

(Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: David Doguet

(Use blue ink)

Date: 4-22-26

Subscribed and Sworn to before me by the said

on this 22nd day of April, 2026

My commission expires on the 13 day of May, 2027

Notary Public

Felice C. Lopez
County, Texas

[SEAL]



**RESOLUTION OF
BLADERUNNER FARMS, LLC**

1. The undersigned, being all Manager of Bladerunner Farms, LLC, a Texas limited liability company (the “Company”), adopts by consent the following resolutions:

RESOLVED, that the Company is authorized to complete and submit the necessary permit application required to obtain an impoundment and bed and banks permit from the Texas Commission on Environmental Quality (“Application for Permit”).

RESOLVED FURTHER, that David Doguet, is authorized to execute and deliver, on behalf of and in the name of the Company, the Application for Permit.

2. I further certify that the Company is duly organized and existing under the laws of the State of Texas and is in good standing; that no proceeding is pending for the winding up or termination, voluntary or involuntary, of the Company; that there is no provision of the company agreement or certificate of formation of the Company limiting the powers of the Manager of the Company to adopt the consent referred to above and that the consent is in conformity with the provisions of the company agreement and certificate of formation; that the undersigned is the keeper of the records and minutes of the proceedings of the members and managers of the Company.

COMPANY:

BLADERUNNER FARMS, LLC

By:  3/26/2026
Steve Herrig, Manager

TECHNICAL INFORMATION REPORT

WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: March 26, 2026

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N Y
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N N (If yes, indicate the Certificate or Permit number: _____)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N N

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N N (If yes, indicate the Term Certificate or Permit number: _____)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees**
- **Fees calculated on Worksheet 8.0 – see instructions Page. 34.**
- **Maps – See instructions Page. 15.**
- **Photographs – See instructions Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

RECEIVED
APR 28 2026
Water Availability Division

2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. ***If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.***

Water Right (Certificate or Permit) number you are requesting to amend: N/A

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N N (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right
N/A	N/A

- a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N N

If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N N

If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N N
If yes, submit:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: "Marshall Criteria"**

- d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N N
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 - Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

- e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N N

If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N *If yes, call the Water Availability Division at (512) 239-4600 to discuss.*

Additionally, all amendments require:

- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

- 1. Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
- 2. Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- **Worksheet 4.0 – Discharge Information Worksheet** (for each discharge point)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

4. **General Information, Response Required for all Water Right Applications (Instructions, Page 15)**

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

Applicant Bladerunner Farms, LLC is located within Region L Planning Group. The State regional plans generally do not address every possible change to individual rights. The application is consistent with the 2021 Region L Water Plan and the 2022 Water Plan because there is nothing in the plans that conflict with this application.

- b. Did the Applicant perform its own Water Availability Analysis? Y / N N

If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.

- c. Does the application include required Maps? (**Instructions Page. 15**) Y / N Y

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>
132	Applicant's Groundwater	agricultural/irrigation	Atascosa County, Texas
482	Applicant's Groundwater	agricultural/irrigation	Atascosa County, Texas
614	Applicant's Groundwater	agricultural/irrigation	Atascosa County, Texas

614 acre-feet Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*)

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

a. Location Information Regarding the Lands to be Irrigated

- i) Applicant proposes to irrigate a total of 316.435 acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of 316.435 acres in Atascosa County, TX.
- ii) Location of land to be irrigated: In the Joaquin de la Garza Original Survey No. 1, Abstract No. 78065.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre-feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
N/A	N/A	N/A	N/A	N/A

**If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."*

***If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."*

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- Applicant proposes to irrigate a total of N/A acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of N/A acres in LLC County, TX.
 - Location of land to be irrigated: In the N/A Original Survey No. N/A, Abstract No. N/A.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- See Worksheet 1.2, Marshall Criteria, and submit if required.
- See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N N

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin. N/A
- b. Provide the quantity of water to be transferred (acre-feet). N/A
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:
N/A

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twdb.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2

NOTICE. “THE MARSHALL CRITERIA”

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on- stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required** for Applications in the Rio Grande Basin requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required** for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The “Marshall Criteria” (Instructions, Page. 21)

Submit responses on a supplemental attachment titled “Marshall Criteria” in a manner that conforms to the paragraphs (a) – (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet is **required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: None
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: 12 acre-feet.
- c. The impoundment is on-channel^x _____ or off-channel _____ (mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N N
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? Y / N Y
- d. Is the impoundment structure already constructed? Y / N Y
 - i. For already constructed **on-channel** structures:
 1. Date of Construction: Unknown
 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N Y
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N Y
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N N
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N N
 - a. If yes, provide the Site No. N/A and watershed project name N/A;
 - b. Authorization to close "ports" in the service spillway requested? Y / N _____
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? Y / N N
Provide the date and the name of the Staff Person _____
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. Y / N _____
 - b. Plans (with engineer's seal) for the structure required. Y / N _____
 - c. Engineer's signed and sealed hazard classification required. Y / N _____
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N _____

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level: 1.5 acres.
2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option.
Applicant has calculated the drainage area. Y/N N
If yes, the drainage area is _____ sq. miles.
(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name): Unnamed Tributary of Atascosa River.
- b. Zip Code: 78065
- c. In the Joaquin de la Garza Original Survey No. 1, Abstract No. 3,
Atascosa County, Texas.

**** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.***

*****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude 29.022342 °N, Longitude 98.557061 °W.

****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth mapping
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N Y

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet is **required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: None.
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: 120 acre-feet.
- c. The impoundment is on-channel^x _____ or off-channel _____ (mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N N
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? Y / N Y
- d. Is the impoundment structure already constructed? Y / N Y
 - i. For already constructed **on-channel** structures:
 1. Date of Construction: Unknown
 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N Y
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N Y
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N N
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N N
 - a. If yes, provide the Site No. N/A and watershed project name N/A;
 - b. Authorization to close "ports" in the service spillway requested? Y / N _____
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? Y / N N
Provide the date and the name of the Staff Person _____
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. Y / N _____
 - b. Plans (with engineer's seal) for the structure required. Y / N _____
 - c. Engineer's signed and sealed hazard classification required. Y / N _____
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N _____

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level: 12 acres.
2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option.
Applicant has calculated the drainage area. Y/N N
If yes, the drainage area is _____ sq. miles.
(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name): Unnamed Tributary of Atascosa River.
- b. Zip Code: 78065
- c. In the Joaquin de la Garza Original Survey No. 1, Abstract No. 3,
Atascosa County, Texas.

**** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.***

*****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude 29.022342 °N, Longitude 98.557061 °W.

****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth mapping
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N_____

WORKSHEET 3.0

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet is **required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 1 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 384.61 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? **Y / N** Y
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or 897.43 gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? **Y / N** N/A

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
☐	Directly from stream	
☒	From an on-channel reservoir	Proposed
☐	From a stream to an on-channel reservoir	
☐	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. **Y / N** N

If yes, the drainage area is sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of Atascosa River
- b. Zip Code: 78065
- c. Location of point: In the Joaquin de la Garza Original Survey No. 1, Abstract No. 3, Atascosa County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at:
Latitude 29.022697 °N, Longitude 98.557369 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth mapping
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 3.0

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet is **required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. 2 Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 897.43 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? **Y / N**
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or 897.43 gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? **Y / N**

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
☐	Directly from stream	
☒	From an on-channel reservoir	Proposed
☐	From a stream to an on-channel reservoir	
☐	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. **Y / N** N

If yes, the drainage area is sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Unnamed Tributary of Atascosa River.
- b. Zip Code: 78065
- c. Location of point: In the Joaquin de la Garza Original Survey No. 1, Abstract No. 3, Atascosa County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.015328 °N, Longitude 98.560458 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth Mapping
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0

DISCHARGE INFORMATION

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be agricultural/irrigation.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses 62.3 acre-feet (% or amount) and explain the method of calculation: Maximum evaporation loss was calculated using the TWDB's maximum monthly lake surface evaporation and pan coefficients for Quad. 809
- c. Is the source of the discharged water return flows? **Y / N** N If yes, provide the following information:
1. The TPDES Permit Number(s). N/A (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? **Y / N** N

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater N/A, surface water N/A?
 5. If any percentage is surface water, provide the base water right number(s) N/A.
- d. Is the source of the water being discharged groundwater? **Y / N** Y If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: Carrizo Aquifer and Recklaw Aquifer
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers Well No. 02450 and Well No. 08989.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.

Groundwater produced from Well 02450 is discharged directly into the unnamed tributary of the Atascosa River, which flows to the small impoundment. The water is then diverted for either irrigation purposes or back into the unnamed tributary for the Atascosa River to flow to the large impoundment. Groundwater produced from Well 08989 is discharged directly into the large impoundment. Evergreen UWCD allows aggregation of production permits.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? **Y / N** N
If yes, provide the signed contract(s).
- dii. Identify any other source of the water N/A

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is 429.64 acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or 1,000 gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code 78065
- e. Location of point: In the Joaquin de la Garza Original Survey No. 1, Abstract No. 3, Atascosa County, Texas.
- f. Point is at:
Latitude 29.033464 °N, Longitude 98.556042 °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth mapping

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 4.1

DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is 184.13 acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or 300 gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code 78065
- e. Location of point: In the Joaquin de la Garza Original Survey No. 1, Abstract No. 3, Atascosa County, Texas.
- f. Point is at:
Latitude 29.015892 °N, Longitude 98.561475 °W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth mapping

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

Diversion Point 1 (as shown on the map) has a vertical pump with a screen. The pump at Diversion Point 2 (as shown on the map) has a river screen that keeps vegetation out of the structure. Applicant will take appropriate measures to avoid impingement and entrainment of aquatic organisms.

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

☒ Stream

☒ Reservoir

Average depth of the entire water body, in feet: unknown

☐ Other, specify: 0805968050

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

☒ Intermittent – dry for at least one week during most years

☐ Intermittent with Perennial Pools – enduring pools

☐ Perennial – normally flowing

Check the method used to characterize the area downstream of the new diversion location.

☐ USGS flow records

☐ Historical observation by adjacent landowners

☒ Personal observation

☐ Other, specify: _____

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

- ☐ Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- ☒ Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- ☐ Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- ☐ Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

- ☐ Primary contact recreation (swimming or direct contact with water)
- ☐ Secondary contact recreation (fishing, canoeing, or limited contact with water)
- ☐ Non-contact recreation

e. Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
 - i. A brief description of the area that will be inundated by the reservoir.
 - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
 - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

a. For all bed and banks applications:

- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number _____
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Well 02450 (Front Well)

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L	47 mg/L	300 mg/L	1		4/9/2026 at 1:05pm
Chloride, mg/L	61 mg/L	300 mg/L	1		4/9/2026 at 1:05pm
Total Dissolved Solids, mg/L	210 mg/L	1000 mg/L	1		4/9/2026 at 1:05pm
pH, standard units	6.2	8.5	1		4/9/2026 at 1:05pm
Temperature*, degrees Celsius	26.7 C		1		4/9/2026 at 1:05pm

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well 1160 feet and the name of the aquifer from which water is withdrawn Carrizo.

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

a. For all bed and banks applications:

- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number _____
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Well No. 08989 (Back well)

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L	34	300 mg/L	1		4/9/2026 at 1:15pm
Chloride, mg/L	38	300 mg/L	1		4/9/2026 at 1:15pm
Total Dissolved Solids, mg/L	300	1000 mg/L	1		4/9/2026 at 1:15pm
pH, standard units	7.2	8.5	1		4/9/2026 at 1:15pm
Temperature*, degrees Celsius	26.7 C		1		4/9/2026 at 1:15pm

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well 685 feet and the name of the aquifer from which water is withdrawn Recklaw.

WORKSHEET 6.0

Not Applicable.

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.

Instructions, Page 31.

The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.

1. Water Conservation Plans

- a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture – including irrigation, wholesale):

1. Request for a new appropriation or use of State Water.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*

- b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1. ____Municipal Use. See 30 TAC § 288.2. **
2. ____Industrial or Mining Use. See 30 TAC § 288.3.
3. ____Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ____Wholesale Water Suppliers. See 30 TAC § 288.5. **

****If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N____**

- c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.

Applicant has included this information in each applicable plan? Y / N____

2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above – indicate each that applies:
 1. ____Municipal Uses by public water suppliers. See 30 TAC § 288.20.
 2. ____Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. ____Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc. See 30 TAC § 288.30*) Y / N____

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

1. Is Accounting Plan Required

Accounting Plans are generally required:

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

- a. A **text file** that includes:
 1. an introduction explaining the water rights and what they authorize;
 2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
 3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
 4. Should provide a summary of all sources of water.
- b. A **spreadsheet** that includes:
 1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
 2. Method for accounting for inflows if needed;
 3. Reporting of all water use from all authorizations, both existing and proposed;
 4. An accounting for all sources of water;
 5. An accounting of water by priority date;
 6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
 7. Accounting for conveyance losses;
 8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
 9. An accounting for spills of other water added to the reservoir; and
 10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	\$250.00
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x _____ Maximum annual diversion of State Water in acre-feet. **	
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x ¹³² _____ acre-feet of State Water to be stored at normal max operating level.	\$66.00
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	\$242.52
TOTAL		\$ 583.52

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	5.88
TOTAL INCLUDED		\$ 118.38



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- ☒ Requires public notice,
☐ Considered to have significant public interest, and
☐ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

The Application will not generate significant public interest.

Section 3. Application Information

Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire
☐ Radioactive Material Licensing ☐ Underground Injection Control

Water Quality

- ☐ Texas Pollutant Discharge Elimination System (TPDES)
 - ☐ Texas Land Application Permit (TLAP)
 - ☐ State Only Concentrated Animal Feeding Operation (CAFO)
 - ☐ Water Treatment Plant Residuals Disposal Permit
- ☐ Class B Biosolids Land Application Permit
- ☐ Domestic Septage Land Application Registration

Water Rights New Permit

- ☐ New Appropriation of Water
- ☐ New or existing reservoir

Amendment to an Existing Water Right

- ☐ Add a New Appropriation of Water
- ☐ Add a New or Existing Reservoir
- ☐ Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

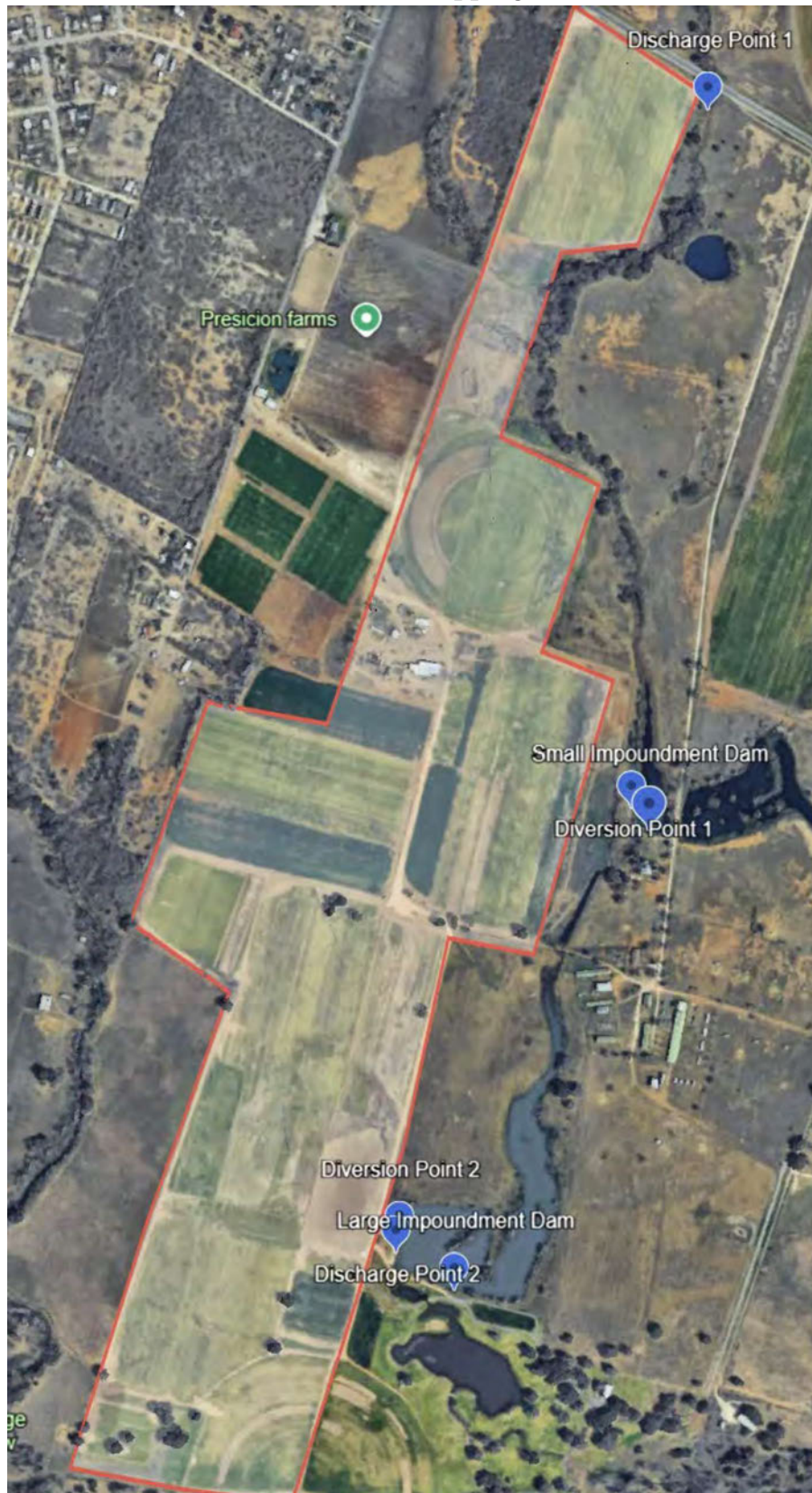
☐ Yes ☐ No

What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

MAPPING

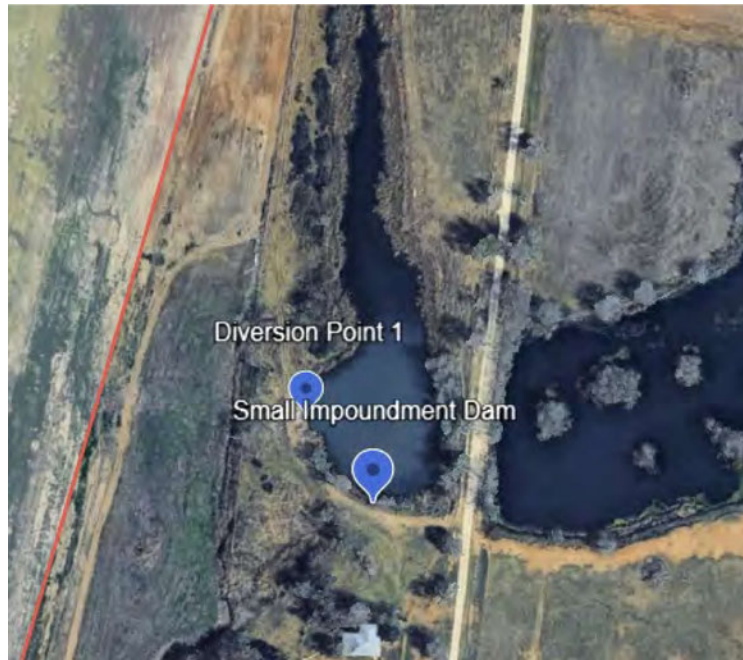
General Mapping



MAPPING

Detailed Maps

First Impoundment Details:



Second Impoundment Details:



ADDENDUM TO WORKSHEET 5.0

1. Photographs of the stream at the diversion points:

Diversion Point #1:





Diversion Point #2:





2. Bed and Banks Applications:

This application seeks authorization to discharge groundwater and subsequently divert groundwater produced from Applicant's water wells. The amount of water transported using the proposed bed and banks authorization, and subsequent diversion, will not exceed the amount of authorized water discharged, less losses. Because of this, there is no anticipated impact to flow upstream or downstream from the requested diversion points.



ANALYTICAL REPORT

PREPARED FOR

Attn: Template Customer
Cash in Advance (San Antonio Testing Laboratory)
1610 South Laredo St
San Antonio, Texas 78207

Generated 4/14/2026 8:48:13 AM

JOB DESCRIPTION

Well (Front) & Well (Back)

JOB NUMBER

875-2726-1

Eurofins San Antonio

1

Job Notes

Analytical test results meet all requirements of the associated regulatory program (i.e., NELAC (TNI), DoD, and ISO 17025) unless otherwise noted under the individual analysis.

Authorization



Generated
4/14/2026 8:48:13 AM

Authorized for release by
Sean Galicki, QA Manager
Sean.Galicki@et.eurofinsus.com
Designee for
Almee Landon, Project Manager

(210)229-9920

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Definitions/Glossary

Client: Cash in Advance (San Antonio Testing Laboratory)
Project/Site: Well (Front) & Well (Back)

Job ID: 875-2726-1

Qualifiers

General Chemistry

Qualifier	Qualifier Description
HF	Parameter with a holding time of 15 minutes. Test performed by laboratory at client's request. Sample was analyzed outside of hold time.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
☼	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Case Narrative

Client: Cash in Advance (San Antonio Testing Laboratory)
Project: Well (Front) & Well (Back)

Job ID: 875-2726-1

Job ID: 875-2726-1

Eurofins San Antonio

Job Narrative 875-2726-1

4

The analytical test results presented in this report meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page, unless otherwise noted. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable. Regulated compliance samples (e.g. SDWA, NPDES) must comply with associated agency requirements/permits.

- Matrix-specific batch QC (e.g., MS, MSD, SD) may not be reported when insufficient sample volume is available or when site-specific QC samples are not submitted. In such cases, a Laboratory Control Sample Duplicate (LCSD) may be analyzed to provide precision data for the batch.
- For samples analyzed using surrogate and/or isotope dilution analytes, any recoveries falling outside of established acceptance criteria are re-prepared and/or re-analyzed to confirm results, unless the deviation is due to sample dilution or otherwise explained in the case narrative.

Receipt

The samples were received on 4/9/2026 2:15 PM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 26.7°C.

HPLC/C

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

General Chemistry

Method SM 4500 H+ B: This analysis is normally performed in the field and has a method-defined holding time of 15 minutes. The following samples has been qualified with the "HF" flag to indicate analysis was performed in the laboratory outside the 15 minute timeframe.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Eurofins San Antonio

Client Sample Results

Client: Cash in Advance (San Antonio Testing Laboratory)
Project/Site: Well (Front) & Well (Back)

Job ID: 875-2726-1

Client Sample ID: Front Well

Date Collected: 04/09/26 13:05

Date Received: 04/09/26 14:15

Lab Sample ID: 875-2726-1

Matrix: Water

Method: EPA 300.0 - Anions, Ion Chromatography

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Chloride	61		0.50	mg/L			04/13/26 19:10	5
Sulfate	47		0.50	mg/L			04/13/26 19:10	5

General Chemistry

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Total Dissolved Solids (SM 2540C)	210		2.5	mg/L			04/09/26 16:00	1
pH (SM 4500 H+ B)	6.2	HF	0.01	PH Units			04/10/26 16:31	1
Temperature (SM 4500 H+ B)	16.5	HF	0.1	Degrees C			04/10/26 16:31	1

Client Sample ID: Back Well

Date Collected: 04/09/26 13:15

Date Received: 04/09/26 14:15

Lab Sample ID: 875-2726-2

Matrix: Water

Method: EPA 300.0 - Anions, Ion Chromatography

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Chloride	38		1.0	mg/L			04/13/26 20:03	10
Sulfate	34		1.0	mg/L			04/13/26 20:03	10

General Chemistry

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Total Dissolved Solids (SM 2540C)	300		2.5	mg/L			04/09/26 16:00	1
pH (SM 4500 H+ B)	7.2	HF	0.01	PH Units			04/10/26 16:31	1
Temperature (SM 4500 H+ B)	16.6	HF	0.1	Degrees C			04/10/26 16:31	1

Action Limit Summary

Client: Cash in Advance (San Antonio Testing Laboratory)
Project/Site: Well (Front) & Well (Back)

Job ID: 875-2726-1

Client Sample ID: Front Well

Lab Sample ID: 875-2726-1

POTENTIAL STLC / TCLP / TTLC LIMITS EXCEEDANCE

STLC limits in boxes signify the result exceeds 10x STLC limit. TCLP limits in boxes signify the result exceeds 20x TCLP limit

Analyte	Result	Qualifier	Unit	> MCL Limit	RL	Method	Prep Type
Chloride	61		mg/L	300	0.50	300.0	Total/NA
Sulfate	47		mg/L	300	0.50	300.0	Total/NA
Total Dissolved Solids	210		mg/L	1000	2.5	SM 2540C	Total/NA
pH	6.2	HF	PH Units	8.5	0.01	SM 4500 H+ B	Total/NA

Client Sample ID: Back Well

Lab Sample ID: 875-2726-2

POTENTIAL STLC / TCLP / TTLC LIMITS EXCEEDANCE

STLC limits in boxes signify the result exceeds 10x STLC limit. TCLP limits in boxes signify the result exceeds 20x TCLP limit

Analyte	Result	Qualifier	Unit	> MCL Limit	RL	Method	Prep Type
Chloride	38		mg/L	300	1.0	300.0	Total/NA
Sulfate	34		mg/L	300	1.0	300.0	Total/NA
Total Dissolved Solids	300		mg/L	1000	2.5	SM 2540C	Total/NA
pH	7.2	HF	PH Units	8.5	0.01	SM 4500 H+ B	Total/NA

Lab Chronicle

Client: Cash in Advance (San Antonio Testing Laboratory)
Project/Site: Well (Front) & Well (Back)

Job ID: 875-2726-1

Client Sample ID: Front Well

Date Collected: 04/09/26 13:05

Date Received: 04/09/26 14:15

Lab Sample ID: 875-2726-1

Matrix: Water

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	300.0		5	5173	SG	EET SAN	04/13/26 19:10
Total/NA	Analysis	SM 2540C		1	5145	SG	EET SAN	04/09/26 16:00
Total/NA	Analysis	SM 4500 H+ B		1	5100	TW	EET SAN	04/10/26 16:31

Client Sample ID: Back Well

Date Collected: 04/09/26 13:15

Date Received: 04/09/26 14:15

Lab Sample ID: 875-2726-2

Matrix: Water

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	300.0		10	5173	SG	EET SAN	04/13/26 20:03
Total/NA	Analysis	SM 2540C		1	5145	SG	EET SAN	04/09/26 16:00
Total/NA	Analysis	SM 4500 H+ B		1	5100	TW	EET SAN	04/10/26 16:31

Laboratory References:

EET SAN = Eurofins San Antonio, 1610 S. Laredo Street, San Antonio, TX 78207, TEL (210)229-9920

Accreditation/Certification Summary

Client: Cash in Advance (San Antonio Testing Laboratory)
Project/Site: Well (Front) & Well (Back)

Job ID: 875-2726-1

Laboratory: Eurofins San Antonio

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Texas	NELAP	T104704360	09-30-26

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
SM 4500 H+ B		Water	Temperature

Method Summary

Client: Cash in Advance (San Antonio Testing Laboratory)
Project/Site: Well (Front) & Well (Back)

Job ID: 875-2726-1

Method	Method Description	Protocol	Laboratory
300.0	Anions, Ion Chromatography	EPA	EET SAN
SM 2540C	Solids, Total Dissolved (TDS)	SM	EET SAN
SM 4500 H ₊ B	pH	SM	EET SAN

Protocol References:

EPA = US Environmental Protection Agency

SM = "Standard Methods For The Examination Of Water And Wastewater"

Laboratory References:

EET SAN = Eurofins San Antonio, 1610 S. Laredo Street, San Antonio, TX 78207, TEL (210)229-9920

Sample Summary

Client: Cash in Advance (San Antonio Testing Laboratory)

Job ID: 875-2726-1

Project/Site: Well (Front) & Well (Back)

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Sample Origin
875-2726-1	Front Well	Water	04/09/26 13:05	04/09/26 14:15	Texas
875-2726-2	Back Well	Water	04/09/26 13:15	04/09/26 14:15	Texas





San Testing

1610 S. Laredo St
(210) 229-4811 / 6 LOC
www.santesting.com



0 LC 8207

CHAIN-OF-CUSTODY RECORD

REPORT TO

INVOICE TO

P.O. #

COMPANY

BLADE RUNNER FARM LLC

COMPANY ADDRESS

3750 FM 1470

CITY

STATE

ZIP

REPORT NUMBER

875-2726

ATTN

POETRY TX

PHONE #

830 783 9759

ATTN

DATE

4/14/2026

TIME

8:15 AM

LOCATION

1610 S. Laredo St

PROJECT NAME/LOCATION/SITE

WELL (FRONT)

WELL (BACK)

SAMPLED BY

DANNY SHIPMAN

COLLECTED

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Login Sample Receipt Checklist

Client: Cash in Advance (San Antonio Testing Laboratory)

Job Number: 875-2726-1

Login Number: 2726

List Source: Eurofins San Antonio

List Number: 1

Creator: Englehart, Bailey

Question	Answer	Comment
The cooler custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	False	Client authorized analysis
Cooler Temperature is acceptable.	False	Client authorized analysis
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MC/DS	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	N/A	
TCEQ Method 1005 soil sample was frozen/delivered for prep within 48H of sampling.	N/A	

The invoice is under Eurofins Environment Testing South Central Standard T&C's of Net 30 Days unless superseded by another valid contract vehicle in place at the time the services were rendered. Make payments at <https://smartpay.profitstars.com/express/CUS131EETSC>

ADDENDUM REGARDING PROPERTY INFORMATION

The 316.435 acres of land, more or less, in Atascosa County, Texas (the “Property”) to be irrigated is owned by Doguet Holdings, Inc., as shown by that certain General Warranty Deed dated March 18, 2025, from Bladerunner Farms, Inc., as grantor, to Doguet Holdings, Inc., as grantee, and recorded as Document No. 250578 in the Deed Records of Atascosa County, Texas.

Doguet Holdings, Inc. leases the Property to Bladerunner Farms, LLC, as shown in that certain Farming Lease dated April 1, 2025. Doguet Holdings, Inc.

Willey Good Properties, LLC owns the property where the impoundments and diversion points are located, as shown in that Special Warranty Deed with Vendor's Lien dated July 20, 2023, and recorded as Document No. 235626 in the Deed Records of Atascosa County, Texas.

On April 1, 2025, Doguet Holdings, Inc. and Willey Good Properties, LLC entered into the attached Non Exclusive Farm Water Irrigation Facility Easement Agreement (“Water Facility Easement Agreement”). Pursuant to the Water Facility Easement Agreement, Doguet Holdings, Inc. acquired multiple easements related to the farming operations for the Property. However, the only easement necessary for the purposes of this Application is the easement identified as Easement 5 in the Water Facility Easement Agreement.



Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c).*

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road
Poteet, TX 78065

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W.
Pleasanton, Texas 78064

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals, improvements, and easements):

316.435 acres of land, more or less, situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original grantee, being the East 1/2 of Tract Eleven (11) and all of tracts Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) of the Ernst Gardens Subdivision, a subdivision as shown on a plat thereof recorded in Volume 34 on Page 9 of the Deed Records of Atascosa County, Texas, said 316.435 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the Property, including but not limited to the water wells, pumps, and associated equipment

currently located on the Property; and

- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all water and other surface rights; all oil, gas, and other minerals under the Property of which Grantor has an interest in, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

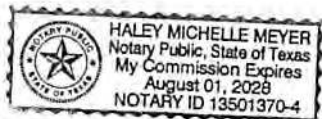
BLADERUNNER FARMS, INC.
a Texas corporation

By: *David L. Doguet*
Name: David L. Doguet,
Its: President

State of Texas §
County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following type of identification: Drivers License.

(Notary Seal)



Haley Michelle Meyer
Notary Public

After Recording Return To:
Doguet Holdings, Inc.
1602 Continental Dr. W.
Pleasanton, Texas 78064

Exhibit A

Metes and Bounds Legal Description of the Property

A survey of 316.435 acres of land situated about 7 miles N 08° W of Jourdan ton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being the East ½ of Tract 11 and all of Tracts 12-18 of the Ernst Gardens Subdivision, a subdivision as shown on a plat thereof recorded in Volume 34 on Page 9 of the Deed Records of Atascosa County, Texas, being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 143 of the Official Public Records of Atascosa County, Texas, being all of that certain 5.52 acres of land, more or less, called Tract I, all of that certain 20.50 acres of land, more or less, called Tract II, and all of that certain 1.14 acres of land, more or less, called Tract III in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated September 11, 1995, as recorded in Volume 36 on Page 616 of the aforementioned Official Public Records, all of that certain 24.82 acres of land, more or less, described in a Deed to Darby Doguet and Mike D. Doguet from Henry S. Garza, et ux, dated March 11, 1996, as recorded in Volume 40 on Page 584 of the said Official Public Records, and all of that certain property called the N ¼ of Tract 14 and all of Tracts 15 and 16 of said Ernst Gardens Subdivision, described in a Deed to Darby Doguet and Mike D. Doguet from James Kalisek, et ux, dated February 2, 1997, as recorded in Volume 65 on Page 907 of the said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 2" diameter pipe corner post on the South R.O.W. line of F.M. Highway 476 and the North line of said 616.70 acres of land, more or less, for the Northeast corner of this survey from which a 4"x4" concrete R.O.W. marker found at the Northwest end of a cutback line connecting the South R.O.W. line of said F.M. Highway 476 and the West line of Holley Road for the Northeast corner of said 616.70 acres of land, more or less, bears S 58-34-35 E 2402.61 feet;

THENCE: Generally along fence and across said 616.70 acres of land, more or less, the following courses:

S 16-44-07 W 28.65 feet to a 2" diameter pipe corner post for an interior corner of this survey;

S 59-12-09 E 11.62 feet to a 2" diameter pipe corner post for an exterior corner of this survey;

S 19-25-57 W 911.70 feet to a 2" diameter pipe corner post for an angle point;

S 81-06-40 W 463.64 feet to a 2" diameter pipe post for an angle point;

Leaving fence, S 20-16-10 W 1000.32 feet to a 2" diameter pipe post for an interior corner of this survey;

Again generally along fence, S 67-06-15 E 616.01 feet to a 2" diameter pipe corner post for an exterior corner of this survey;

S 23-11-35 E 53.43 feet to a 2" diameter pipe corner post for an exterior corner of this survey;

S 17-45-31 W 965.67 feet to a 2" diameter pipe corner post for an interior corner of this survey;

S 71-18-11 E 476.32 feet to a 2" diameter pipe corner post for an exterior corner of this survey;

Leaving fence, S 17-25-48 W 1608.93 feet to a 2" diameter pipe post for an exterior corner of this survey;

Again generally along fence, N 76-54-07 W 534.30 feet to a 2" diameter pipe corner post for an interior corner of this survey;

S 14-14-55 W 1727.43 feet to a 2" diameter pipe corner post for the Northwest corner of a fenced lane and an angle point of this survey;

Across said fenced lane, S 14-27-13 W 48.37 feet to a 2" diameter pipe corner post for the Southwest corner of said fenced lane and an angle point of this survey;

Again generally along fence, S 14-14-12 W 410.51 feet to a 2" diameter pipe corner post for an angle point; and

Leaving fence, S 14-00-14 W at 1060.52 feet pass a 5/8" iron pin set in fence and continuing a total distance of 1309.65 feet to a point on the centerline of the Atascosa River on the recognized South line of said Survey No. 1, the recognized North line of Survey No. 1103, Abstract No. 288, John T. Geiser, original Grantee, the South line of said 616.70 acres of land, more or less, and the North line of that certain 95-2/3 acres of land, more or less, described in a Deed to Maurice Jarve, et al from James R. Hill, dated October 7, 2000, as recorded in Volume 159 on Page 482 of the said Official Public Records, for the Southeast corner of this survey;

THENCE:

Along the centerline of said Atascosa River, the recognized South line of said Survey No. 1, the recognized North line of said Survey No. 1103, the South line of said 616.70 acres of land, more or less, and the North line of said 95-2/3 acres, more or less, the following courses:

N 82-20-07 W 579.42 feet to an angle point;

S 82-27-24 W 382.56 feet to an angle point;

N 67-34-44 W 194.28 feet to an angle point; and

N 80-00-56 W 243.45 feet to a point for the Northwest corner of said Survey No. 1103, the recognized Northeast corner of Survey No. 1009, Abstract No. 1009, Frederick Bohenkamp, original Grantee, the Southwest corner of said 616.70 acres of land, more or less, the Southeast corner of that certain 29.16 acres of land, more or less, described in a Deed to Bettie L. Everett from Monica R. Everett, dated March 28, 2002, as recorded in Volume 197 on Page 219 of the said Official Public Records, and the Southwest corner of this survey;

THENCE:

Along the West line of said 616.70 acres of land, more or less, and the East line of said 29.16 acres of land, more or less, N 17-58-08 E at 20.15 feet pass a 2" diameter pipe corner post and continuing generally along fence a total distance of 806.09 feet to a 2" diameter pipe corner post for the Northeast corner of said 29.16 acres of land, more or less, the Southeast corner of that certain 93 acres of land, more or less, described in a Deed to Alan E. Bentz, et ux from Jimmie D.

Schumacher, et ux, dated February 15, 1972, as recorded in Volume 377 on Page 486 of the said Deed Records, and an angle point of this survey;

THENCE:

Generally along fence, the West line of said 616.70 acres of land, more or less, and the East line of said 93 acres of land, more or less, N 18-59-54 E 2255.85 feet to a 2" diameter pipe corner post for the Southeast corner of said 1.14 acres of land, more or less, the Northeast corner of said 93 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, the South line of said 1.14 acres of land, more or less, the South line of said 20.50 acres of land, more or less, and the North line of said 93 acres of land, more or less, N 58-09-01 W 701.14 feet to a 2" diameter pipe corner post for the Southwest corner of said 20.50 acres of land, more or less, the Southeast corner of that certain 9.07 acres of land, more or less, described in a Deed to Alan E. Beniz, et ux from Jack B. Gorman, et ux, dated September 11, 1995, as recorded in Volume 36 on Page 703 of the said Official Public Records, and an exterior corner of this survey;

THENCE:

Generally along fence, the West line of said 20.50 acres of land, more or less, the middle West line of said 1.14 acres of land, more or less, and the East line of said 9.07 acres of land, more or less, N 19-21-52 E 1353.61 feet to a 2" diameter pipe corner post on the South line of Tract 17 of said East Gardens Subdivision for the lower Northwest corner of said 1.14 acres of land, more or less, and an exterior corner of this survey;

THENCE:

Generally along fence, the South line of said Tract 11, and the lower North line of said 1.14 acres of land, more or less, S 59-49-09 E 186.01 feet to a 2" diameter pipe corner post for the Southwest corner of said 5.52 acres of land, more or less, the Southeast corner of the West 1/2 of said Tract 11, and an interior corner of this survey;

THENCE:

Generally along fence, the West line of said 5.52 acres of land, more or less, and the East line of the West 1/2 of said Tract 11, N 19-34-30 E 147.09 feet to a 1/2" iron pin found by a 4" treated corner post for the Southeast corner of that certain 3.52 acres of land, more or less, described in a Deed to Johnny S. Leal from Willie G. Leal, et ux, dated September 26, 1997, as recorded in Volume 80 on Page 323 of the said Official Public Records, and an angle point of this survey;

THENCE:

Generally along fence, the West line of said 5.52 acres of land, more or less, the East line of the West 1/2 of said Tract 11, and the East line of said 3.52 acres of land, more or less, N 19-58-45 E 322.48 feet to a 2" diameter pipe corner post on the South line of said Tract 12 and the South line of said 24.82 acres of land, more or less, for the Northwest corner of said 5.52 acres of land, more or less, the Northeast corner of the West 1/2 of said Tract 11, the Northeast corner of said 3.52 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, the North line of said Tract 11, the South line of said Tract 12, the South line of said 24.82 acres of land, more or less, and the North line of said 3.52 acres of land, more or less, N 56-43-17 W 491.01 feet to a 1/2" iron pin found 6.46 feet North of an 8" diameter creosote corner post on the East line of Howard Road for the Southwest corner of said Tract 12, the Southwest corner of said 24.82 acres of land, more or less, the Northwest corner of said Tract 11, the

Northwest corner of said 3.52 acres of land, more or less, and an exterior corner of this survey;

THENCE:

Generally along fence, the West line of said Tracts 12-18, the West line of said 24.82 acres of land, more or less, the West line of said N 1/4 of Tract 14 and all of Tracts 15 & 16, the West line of said 616.70 acres of land, more or less, and the East line of said Howard Road, N 19-21-47 E 3936.09 feet to a 2" diameter pipe corner post on the South R.O.W. line of said F.M. Highway 476, the Northwest corner of said Tract 18, the Northwest corner of said 616.70 acres of land, more or less, and the Northwest corner of this survey;

THENCE:

Generally along fence, the South R.O.W. line of said F.M. Highway 476, the North line of said Tract 18, and the North line of said 616.70 acres of land, more or less, S 58-28-40 E at 293.09 feet pass a 2" diameter pipe corner post and continuing a total distance of 315.23 feet to a point in the center of a ravine for the Northeast corner of said Tract 18, the Northwest corner of Tract 19 of said Ernst Gardens Subdivision, an interior corner of said 616.70 acres of land, more or less, the Northwest corner of that certain 5 acres of land described in a Deed to Stephen Paul Hyde and Minda Carla Hyde from Melissa Catherine McCarthy, dated January 19, 2000, as recorded in Volume 136 on Page 338 of the said Official Public Records, and an interior corner of this survey;

THENCE:

Along the centerline of a ravine, the East line of said Tracts 18 and 17, the West line of said Tract 19, an interior East line of said 616.70 acres of land, more or less, and the West line of said 5 acres of land, the following courses:

S 08-22-04 W 404.22 feet to an angle point;

S 04-37-56 E 380.00 feet to an angle point;

S 32-01-00 W 366.27 feet to an angle point;

S 16-20-56 E 405.00 feet to an angle point; and

S 30-20-56 E 336.32 feet to a point in fence for the South corner of said Tract 19, the Southeast corner of said 5 acres of land, an interior corner of said 616.70 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, the East line of Tract 19, an interior West line of said 616.70 acres of land, more or less, the East line of said 5 acres of land, and the East line of that certain 10.00 acres of land, more or less, described in a Deed to Rodger D. Thormann and Tammy L. Thormann from Doris Mae McCarthy, et al, dated June 29, 1992, as recorded in Volume 850 on Page 690 of the said Deed Records, N 19-28-06 E 1497.01 feet to a 6" diameter creosote corner post on the South R.O.W. line of said F.M. Highway 476 for the Northeast corner of said Tract 19, the Northeast corner of said 10.00 acres of land, more or less, an interior corner of said 616.70 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, the South R.O.W. line of said F.M. Highway 476, and the North line of said 616.70 acres of land, more or less, S 58-36-09 E 832.19 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 5th day of November, 2015.

Jonathan H. Rothe
Jonathan H. Rothe
Registered Professional Surveyor No. 6286
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph: (830) 426-3005
FAX: (830) 426-8160



RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco, County Clerk

Atascosa County Texas

March 18, 2025 10:13:59 AM

FEE \$49.00

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Farming Lease

This Farming Lease ("Lease") is made and entered into effective as of April 1st, 2025 ("Effective Date") by and between Doguet Holdings, Inc., a Texas corporation, whose mailing address is 1602 Continental Dr. W., Pleasanton, Texas 78064. ("Landlord") and Bladerunner Farms, LLC, a Texas limited liability company whose mailing address is 802 Howard Road, Poteet, Texas 78065 ("Tenant").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the SURFACE ONLY of land located in Atascosa County, Texas described in Exhibit 1-A (and shown on Exhibit 1-B) the ("Land"), together with all (a) buildings, houses, mobile homes, warehouses, barns, (the "Buildings") and (b) water wells, pumps, associated equipment, (the "Equipment"), (c) fencing, and other improvements located thereon (the "Fencing"), (d) all easements (subject to the terms of the easements), for the life of the easement, that benefit the Land (the "Easements"); and (e) the remodeled slab on grade home and mobile home, both currently used as office space and located on the Land (collectively, the "Offices," and collectively with the Land, Buildings, Equipment, Fencing and Easements, the "Premises").

- 1. Premises:** The Premises do not include the mineral rights. In association with Tenant's use of the SURFACE, Tenant shall have the exclusive right to use Landlord's water wells and pumps for the purpose of extracting water from beneath the surface in connection with the Tenant's Permitted Use of the Premises.
- 2. Rent:** "Rent" means the Base Rent (as defined below), Mobile Home Rent (as defined below), Property Taxes (as defined below), plus any other amounts of money payable by Tenant to Landlord under this Lease.
 - 2.1 Base Rent.** The initial base rent shall be \$258.00 per acre per year (the "Base Rent") payable in equal quarterly installments, with the first quarterly payment due upon Tenant's execution of this Lease and all subsequent quarterly rent installments due on the 1st day of January, April, July, and October of each calendar year during the Term. Expenses incurred (fencing, land preparation, maintenance, utilities, insurance, and equipment) shall be sole responsibility of Tenant. Landlord and Tenant agree that Tenant shall not pay Landlord any additional Rent or fee for water produced from the Premises by the Equipment.

Beginning with on January 1, 2028 and continuing on January 1 of every third (3rd) calendar year thereafter (being January 1, 2031 and January 1, 2034) (each an "Adjustment Date"), the Rent shall be adjusted upward, but never downward, by quotient of (i) an amount equal to the Index (defined below) as of the Adjustment Date (as the numerator) and (ii) an amount equal to the final, adjusted Index for the prior Adjustment Date (or in the case of the first adjustment an amount equal to the Index for the Commencement Date) (as the denominator) multiplied by the then

current Rent, in which case the resulting amount shall be the new annual Base Rent for the following 3 calendar years (see Example 1); provided, however, (a) that in no event shall the Base Rent ever be adjusted downward and (b) the increase for an Adjustment Date shall never exceed ten percent (10%).

If there has been a decrease between the most recent annual Index figure and the Index as of the prior Adjustment Date, or an increase of less than three (3%), the adjustment to the Rent amount will be an increase of three percent (3%).

By way of example and not by limitation, based on the above formula, Base Rent would increase as follows based on the assumption set forth below: note (Data taken from: https://stats.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical1967base_us_table.htm)

Assume the Consumer Price Index For All Urban Consumers (Cpi-U) (Not Seasonally Adjusted) is:

December 2015 – 708.524

December 2018 – 752.584

December 2021 – 835.168

The increase from 2015 to 2018 was 6.218% (752.584 / 708.524).

The increase from 2018 to 2021 was 10.97% (835.168 / 752.584).

The original Base Rent of **\$258** in **2015** would be increased to **\$274.04** in **2018**. (\$258 * 1.06218 = \$274.04).

The Base Rent of **\$274.04** in **2018** would be increased to **\$301.44** in **2021** (\$274.04 * 1.10 (limited increase of 10%).

For purposes of this Paragraph, the “Index” shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, all items, published from time to time by the Bureau of Labor Statistics of the United States Department of Labor; provided, however, that if the publication of the Index is transferred to another governmental authority or is discontinued, then the index most nearly the same as the Index, as determined in good faith by Landlord, shall thereafter be used.

- 2.2 Mobile Home Rent. In addition to Base Rent, Tenant shall pay to Landlord for use of the mobile home as office space (the “Mobile Home Rent”). Tenant acknowledges that the mobile home is currently owned by D. Doguet and S. Doguet, individually (collectively, “Doguet”), whom will sign onto this Lease for the purpose of evidencing their agreement to Tenant’s use of the mobile home and for warranting that Tenant’s use is permitted under the mortgage encumbering the mobile home. The Mobile Home Rent shall be defined as all amounts due and owing on the mobile home by Doguet for (1) the monthly mortgage principal and interest payment (excluding any fees, costs, or penalties) due under the mortgage which secures the mobile home, and (2) insurance on the mobile home as required by the mortgage (collectively, “Mortgage”). Doguet, through Landlord (acting as pass-through agent for Doguet), shall deliver to Tenant an annual statement indicating all amounts due for the Mortgage. The Mortgage due will be divided into equal payments due and payable by Tenant to Landlord on the same payment schedule as the Base Rent. Landlord (acting as pass-

through agent for Doguet), shall deliver Tenant's Mobile Home Rent to Doguet, who will make timely payment under the Mortgage.

2.3 **Property Taxes.** In addition to Base Rent, Tenant shall pay to Landlord all amounts due for property taxes on the Premises as are assessed by the relevant taxing authorities. On an annual basis Landlord shall deliver to Tenant notice of annual property taxes due on the Premises, which shall include the property tax invoices from the appropriate tax authority. Annually, or more frequently if paid quarterly, Landlord shall deliver evidence of payment of such taxes to Tenant. The total property taxes due will be divided into equal payments due and payable by Tenant to Landlord on the same payment schedule as the Base Rent. During any partial year, the Property Taxes payable by Tenant shall be prorated based upon the number of months during the year this Lease is in effect.

2.4 **Partial Time Periods.** If the term of the Lease shall commence on a day other than the first day of a calendar quarter, or should the term of the Lease end on a day other than the last of a calendar quarter, then in such event the Rent for such short calendar quarter shall be prorated on per diem basis for said quarter.

3. Term: The term of this Lease (the "Term") shall be for One hundred and twenty (120) months beginning on the Commencement Date; provided that the Term shall automatically extend for one five (5) year period, unless this Lease is otherwise terminated as provided herein or, unless Tenant provides notice to Landlord at least ninety (90) days prior to the end of the original Term of Tenant's intention to terminate this Lease.

4. Commencement Date: April _____, 2025

5. Termination Date: March 31, 2035

6. Permitted Use: Solely for planting, raising, and harvesting turfgrasses, general office use of existing administrative offices, and no other purpose without the Landlord's consent which shall not be unreasonably withheld or delayed. In the event that Land becomes unusable in connection with planting, raising, and harvesting turfgrasses, as reasonably determined by the Tenant, Tenant may use the Land for other reasonable agricultural and commercial uses that are not detrimental to the Land and its use to grow turfgrass, and if Tenant elects to do so, Tenant shall be responsible, at Tenant's cost and expense to restore the Land to a condition conducive to grow turfgrass as the end of the Lease Term.

7. Tenant's Insurance: As required by Insurance Addendum. See **Exhibit 2.**

8. Tenant's Obligations

8.1. **Tenant agrees to –**

8.1.a. Lease the Premises beginning on the Commencement Date and ending on the Termination Date. Tenant shall install and maintain all additional fencing, irrigation, and other equipment required in the grass production process, including any gates and service roads required within each tract of Land. Additionally, Tenant shall conduct its operations in such a manner so as to leave the maximum amount of soil on the Premises and in no event no more than ½" of soil shall be removed per calendar year.

8.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use. Tenant acknowledges that it has inspected the Premises prior to the execution of this Lease, and it has found such to be suitable for its Permitted Purpose. All personal property placed upon the Premises shall be at the risk of Tenant or the owner of said property. Landlord shall not be liable for any loss or damage to said personal property or to Tenant arising from any other cause whatsoever, or from any act of negligence of any other persons whomsoever, except if such loss or damage is due to Landlord's or its agent's negligence.

Notwithstanding the foregoing, Landlord represents that it is unaware of any toxic chemicals, contamination, hazardous waste or other dangerous environmental substances (collectively "Contamination"), affecting the Land or Premises. Under no circumstances shall Tenant be responsible for any pre-existing contamination notwithstanding any other provision herein.

8.1.c. Obey all laws relating to Tenant's use, maintenance of condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner and the ground water conservation district or other governmental entity with authority over the drilling, producing, or maintenance of water wells.

8.1.d. Pay the Rent when it's due to Landlord at Landlord's Address.

8.1.e. Pay for all labor, fuel, and utility services used by Tenant.

8.1.f. Maintain, repair, and replace the Equipment. Tenant shall be responsible for all expenses related to the use, maintenance, repair, and replacement of the Equipment, including without limitation, the cost and expense of electricity, repair, maintenance, and replacing all downhole equipment, pumping and related facilities and infrastructure, and equipment associated with operating and using each water well.

8.1.g. Allow Landlord, after 24-hour notice to Tenant, to enter the Premises to inspect the Premises and show the Premises to prospective purchasers (or tenants in the last year of the Lease Term).

- 8.1.h. Repair any damage to the Premises caused by Tenant that is beyond damages that naturally and inevitably occur as a result of industry standard or acceptable farming practices, normal wear, or aging, unless such damage is due to the Landlord's or its agent's negligence.
- 8.1.i. Maintain the insurance coverage described in the attached Insurance Addendum attached as **Exhibit 2**.
- 8.1.j. IDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS' USE OF THE PREMISES. For purposes hereof, "Injury" means (1) harm to or impairment or loss of property or its uses or (2) harm to or death of a person; unless such harm or impairment is due to the Landlord's or its agent's negligence.. **THE IDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS © OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAIR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND**
- 8.1.k. Vacate the Premises on the last day of the Term.
- 8.1.l. Cultivate the Premises in a timely, thorough, and farmer-like manner, employing appropriate and approved methods of farming customarily practiced on like crops in the area or otherwise as approved or recommended by reputable authorities. Any turf, grass or crops planted by Tenant shall be in accordance with standard (or otherwise approved or recommended by reputable authorities) agricultural practices with use of appropriate fertilizers and insecticides. At Tenant's sole option, they may eradicate, using means acceptable to the Texas Department of Agriculture and any other governing entities, all crops that Tenant has planted. Such eradication may be done either upon the expiration of this Lease or upon default by Tenant in the terms of this Lease that has not been cured. Tenant is solely responsible and liable for the generation of, removal, containment, measurement, and/or employee safety issues related to toxic chemicals, hazardous wastes, and other dangerous environmental substances, operations, or contamination created by Tenant so covered under the guidelines of the governmental agencies. Tenant is not responsible for contamination that affected the Premises prior to the Commencement Date.
- 8.1.m. Maintain all roads used within the Premises and maintain, repair, and replace all fences serving as boundaries for the Premises.

- 8.1.n. Accurately meter, measure, and record water produced from each well and provide Landlord or its agent a copy of the records showing water produced from each well no later than January 5 of each year so that Landlord can submit the production amount to the ground water conservation district consistent with the rules and regulations of the relevant the ground water conservation district. The Landlord represents and warrants that the production reports required with respect to the Land prior to the effective date are in up to date, current and in compliance in all respects.
- 8.1.o. Promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises. Additionally, Tenant shall pay all cost, expenses, and fees necessary to cause any utilities to be furnished to the Premises at the request of Tenant.
- 8.1.p. During Tenant's ingress and egress to the Premises, Tenant agrees to keep all gates closed at all times.
- 8.1.q. Maintain the Land, Buildings, Equipment, Offices, Fencing, and all other improvements and outbuildings on the Premises, but in the event of fire, casualty, or destruction to the structures, Tenant shall not be required to replace them (nor shall Landlord be required to rebuild them).

8.2. Tenant agrees not to –

- 8.2.a. Use the Premises for any purpose other than the Permitted Use.
- 8.2.b.i. Assign this Lease or sublease any portion of the Premises (any such assignment or sublease shall be referred to in this Lease as a "Transfer") without Landlord's written consent, such consent shall not be unreasonably withheld. Without limiting the foregoing, Landlord and Tenant acknowledge that such Landlord may deny such consent if Tenant cannot demonstrate to Landlord's satisfaction: (i) that Tenant has fully complied with the terms of this Lease; and (ii) the proposed assignee or corporate successor is experienced in planting, raising, and harvesting turfgrasses.
- 8.2.b.ii. Notwithstanding the provisions of Section 8.2.b.i, Tenant has the right, without Landlord's consent to assign this Lease or sublet all or any portion of the Premises to (i) an entity who controls, is controlled by, or is under common control with the original Tenant named in the Lease; (ii) any corporate successor entity resulting from a sale, merger, or consolidation; or (iii) any entity succeeding to all (but not a portion) of the business and assets of the Tenant (in each case, an "Affiliate Transfer").
- 8.2.b.iii. Any assignee or sublessee of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking actual

or constructive possession of the Premises, to have assumed all the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Premises.

8.2.b.iv Tenant shall give Landlord at least sixty (60) days advance written notice of any proposed assignment or subletting, such notice to be accompanied by a copy of the proposed sublease or assignment and the terms thereof.

8.2.b.v. In the event of the consummation of an assignment or sublease described above, it is agreed that the provisions of this Lease, both express and implied, shall be considered as covenants and conditions running with the land and binding upon the assignee or subtenant and shall extend to any such permitted and consented assignee or subtenant. In no event shall any assignment or sublease ever operate to reduce or extinguish the obligations of any party that accrued prior to such assignment or sublease.

8.2.c. Hunt or fish on the Land or allow anyone else to do so. No weapons will be permitted on the Premises. Notwithstanding the foregoing prohibition on hunting and weapons, Tenant is authorized to trap, hunt, kill, and take away any feral hogs (or other destructive animals) by any means and at any time, provided that the means and time are authorized by Texas law.

8.2.d. Litter or leave trash or debris on the Premises.

8.2.e. Allow a lien to be placed on the Premises other than a lien from Tenant's lender.

8.2.f. Cause the Premises to lose the agricultural exemption, or Tenant shall be responsible for any rollback taxes assessed for such loss of exemption.

9. Landlord's Obligations

9.1. Landlord agrees to –

9.1.a. Lease to Tenant the Premises beginning on the Commencement Date and ending on the Termination Date.

9.1.b. Obey all laws relating to Landlord's operation of the Premises.

9.1.c. Pay all Real Estate and other ad valorem and non-ad valorem taxes assessed on the Premises. Landlord shall file for all required applications to maintain the agriculture use exemption in effect for the Premises.

9.1.d Ensure that Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

9.1.e Ensure the continued right of Tenant to utilize the wells and water rights and equipment related to the wells and water rights located upon the Premises. Provided, however, Landlord's duty under this paragraph shall not require Landlord to be in violation of any federal, state, county, or local laws, rule, or regulations, or of any easements, that control such use.

9.2. **Landlord agrees not to –**

9.2.a. Interfere with the Permitted Use as long as Tenant is not in default that has not been cured.

10. General Provisions

Landlord and Tenant agree to the following:

10.1. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

10.2. *Release of Claims/Subrogation.* Landlord and Tenant each hereby release the other from any and all liability or responsibility for the other or anyone claiming through or under them by way of subrogation otherwise for any loss or damage specifically insured against, or required by the terms hereto to be insured against by each party, even if such loss or damage has been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party agrees to cause its insurance policies to contain a clause pursuant to which the insured (a) waves all right of subrogation against the other party for losses covered by such policy and (b) agrees that such policy shall not be invalidated because the insured has hereby waived any right of recovery for losses covered by such policy.

10.3. *Condemnation/Substantial or Partial Taking*

10.3.a If all or a portion the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this Lease will terminate only for the portion of the Premises that has been condemned or purchased. Provided, however, if the result of such condemnation or purchase in lieu of condemnation results in the Land consisting of less than 25% of the Land upon the Effective Date of this Lease, the Tenant shall have the option to terminate this Lease upon the delivery of written notice to the Landlord.

10.3.b. If there is condemnation or purchase in lieu of condemnation and this Lease is not terminated in full, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable to exclude the condemned or purchased portion.

10.3.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation except for business severance damages and the taking of Tenant's improvements.

10.4. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this Lease that is not cured within thirty days after written notice.

10.5. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and/or terminate this Lease.

10.6. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning the Premises or vacating a substantial portion of the Premises; and (c) failing to comply within thirty (30) days after written notice with any provision of this Lease other than the defaults set forth in (a) and (b). Rent shall be considered paid timely if the Rent payment is made within twenty (20) days of the original due date, or within ten (10) days after receiving written notice from Landlord that Landlord has not received Tenant's Rent payment.

10.7. *Default/Waiver.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

10.8. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of the Landlord, will extend the Term.

10.9. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

10.10. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

10.11. *Venue.* Exclusive venue is in the county in which the Premises are located.

10.12. *Entire Agreement.* This Lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises of the Lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this Lease and any exhibits, addenda, and riders.

10.13. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

10.14. Limitations of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

10.15. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given and provided herein.

10.16. Mineral Interests.

10.16.a Landlord represents and warrants that it is unaware of any mining or mineral exploration initiatives that are underway that will affect Tenant's ability to farm the land and carry out the Permitted Use. In the event a mining operation or other mineral exploration activity occurs on or about the Premises that prevents all or a portion of the Premises from being used for the Permitted Use, this Lease will be suspended during the mining operation or other mineral exploration for only the portion of the Premises that has been affected by the mining operation or other mineral exploration. Provided, however, if the result of such mining operation or other mineral exploration activity results in the Land available for Tenant's use under this Lease consisting of less than 25% of the Land upon the Effective Date of this Lease, the Tenant shall have the option to terminate this Lease upon the delivery of written notice to the Landlord.

10.16.b This Lease is subordinate to any present oil, gas, or other mineral exploration agreements, and leases relating to the Land, and any future oil, gas, or other mineral exploration agreements, and leases relating to the Land provided that, if any such future agreements and leases are entered into by Landlord, such future agreements and leases will not impact Tenant's right to use the surface for the Permitted Use. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor. Any damages to crops currently growing, or damages resulting from the loss of area available to grow such crops, arising from an oil, gas, or mineral interest, will be awarded to Tenant.

10.16.c During the suspended period, the Rent payable during the suspended period will be adjusted as may be fair and reasonable to exclude the portion of the Premises that has been affected by the mining operation.

10.16.c. Tenant will have no claim to any payments or proceeds resulting from the mining operations except for business severance damages and the

taking of Tenant's improvements and turfgrass that are not replaced after the mining operations.

10.17.a Right of First Refusal. The following Right of First Refusal shall be referenced in a short form Lease setting forth the terms of the Lease and the Tenant's option to renew. Landlord retains the right, but not the obligation, to sell at any time, all, or any portion of the Premises. If Landlord, during the term of this Lease or any extension or renewal of the Lease and on terms acceptable to Landlord, offers to sell or receives a bona fide offer from a third-party, except an Excluded Transaction defined below, to buy all or any portion of the Premises, separately or as a part of the larger parcel of which the Premises is a part, Landlord will promptly give written notice to Tenant of the terms of the offer made or received and Landlord's willingness to accept such offer for that price and on those terms. Upon receiving the notice, Tenant shall have the right of first refusal to purchase, in the manner specified below, the property described in the offer at the stated price and on the stated terms. If Tenant elects to accept Landlord's offer or meet the third-party's offer, Tenant must notify Landlord of that election by sending written notice to Landlord of Tenant's election within twenty (20) days after the date of Landlord's notice to Tenant of the offer. If Landlord does not receive Tenant's notice of election to accept the offer within the time required for such notice, Tenant will be deemed to have refused the offer and Landlord is free to sell the property described in the offer to any third-party under the offer's terms and conditions, subject to the continuation of the leasehold estate created by this Lease. If for any reason the property is not sold by Landlord within 180 days of the notice from Landlord to Tenant under the offer's terms and conditions, Tenant's right of first refusal shall continue in full force and effect.

10.17.b. Exemptions from Right of First Refusal. The Right of First Refusal shall not apply to the following (collectively, "Excluded Transactions"):

(10) (i) any sale, transfer or conveyance to:

(A) David Doguet or Sheri Doguet or descendants of David Doguet or Sheri Doguet, any entity that controls, is controlled by or is under common control with Landlord, David Doguet or Sheri Doguet, or the descendants of David Doguet or Sheri Doguet, and

(B) any trust for the benefit of David Doguet or Sheri Doguet or the descendants of David Doguet or Sheri Doguet;

provided, however, that any subsequent sale, transfer, or conveyance described above after a sale, transfer, or conveyance to a party as an Excluded Transaction shall be made subject to this Lease and Tenant's Right of First Refusal,

(ii) the granting of any mortgage or deed of trust to a lender as collateral security incident to a bona fide arms-length lending transaction,

10.18. Removal Upon Expiration or Termination. At the expiration of the Term (or upon the early termination of the Lease as provided for herein), Tenant, at its sole cost and expense, shall:

(a) remove all trash, debris, and all non-functioning equipment brought on to the Premises by Tenant; and

(b) ensure that all alterations, additions, improvements, and fixtures that were made or installed by Tenant upon the Premises during the Term are in good working order and remain on the Premises; and

(c) Landlord and Tenant hereby acknowledge and agree that Tenant shall have the right to remove all above-ground Tenant installed equipment and items from the Premises, excluding fences, roads, and similar features, at the expiration of this Lease, but that Tenant shall not remove any Tenant installed below-ground equipment, items, or piping from the Premises.

10.19. Electronic Signatures. Landlord and Tenant consent to the use of electronic signatures on this Lease, all documents relating to it, and any amendments to any of the foregoing (collectively, the "Lease Documents"). Landlord and Tenant agree that any electronic signatures appearing on the Lease Documents, including, but not limited to those produced by DocuSign or similar electronic signature programs, are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Lease Document shall, for all purposes of the Lease Documents and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding as an electronic signature attributed to each executing party. For purposes hereof, "electronic signature" shall have the meaning set forth in the Texas Uniform Electronic Transactions Act, as the same may be amended from time to time.

10.20. Access. Landlord represents to Tenant that there is both legal and practical access to the Premises from public roads and that such access shall be available to the Tenant during the term of this Lease, as extended.

10.21 Mortgage. The Land is currently encumbered by a Mortgage, however the existing Mortgage will be fully satisfied within 20 days of the Effective Date of this Lease.

Signed, Accepted, and Agreed to by the Parties, to be effective as of the Effective Date indicated below.

[The remainder of this page is blank. Signature page follows.]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be signed as of the day and year first above written.

Witnesses As To David Doguet

Signature

Printed Name

Signature

Printed Name

[Signature]
Louis A. Vetro Jr.
[Signature]
Sandra Chapa
Sandra Chapa

LANDLORD:

Doguet Holdings, Inc., a Texas corporation.

By:

Name: David Doguet

Its: President

[Signature] 4-1-25

Witnesses As Steven Herrig

Signature

Printed Name

Signature

Printed Name

TENANT:

Bladerunner Farms, LLC,

a Texas limited liability company

By:

Name: Steven Herrig

Its: Manager

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be signed as of the day and year first above written.

Witnesses As To David Doguet

Signature _____

Printed Name _____

Signature _____

Printed Name _____

LANDLORD:

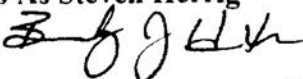
Doguet Holdings, Inc., a Texas corporation.

By: _____

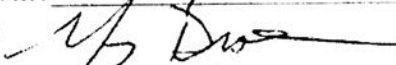
Name: David Doguet

Its: President

Witnesses As Steven Herrig

Signature 

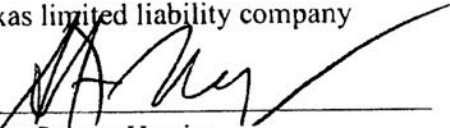
Printed Name Bradley J Heath

Signature 

Printed Name Glen Disterfano

TENANT:

Bladerunner Farms, LLC,
a Texas limited liability company

By: 

Name: Steven Herrig

Its: Manager

David Doguet and Sheri Doguet, individually join into this Lease for evidencing their agreement to the provisions set forth in Section 2.2.

David Doguet 4-1-25
David Doguet

Sheri Doguet 4-1-25
Sheri Doguet

Exhibit 1-A
Legal Description of Land

See Attached
(including description of 40 excluded acres)



5 pgs
D

Exhibit 1-A
250583

Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c)*.

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road
Poteet, TX 78065

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W.
Pleasanton, Texas 78064

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals, improvements, and easements):

53.331 acres of land, more or less, situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original grantee, being a portion of that certain 99.03 acres of land, more or less, described in a deed to Michael Darby Doguet and Darby Davis Doguet from Thomas Bros. Grass, Ltd., dated April 24, 2000, as recorded in Volume 144, on page 107 of the Official Public Records of Atascosa County, Texas, said 55.331 acres being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the

Exhibit 1-A

Property, including but not limited to the water, water wells, pumps, and associated equipment currently located on the Property; and

- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all water and other surface rights; all oil, gas, and other minerals under the Property which Grantor has an interest in, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

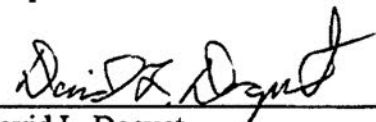
To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

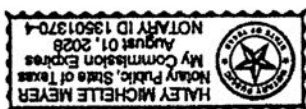
BLADERUNNER FARMS, INC.,
a Texas corporation

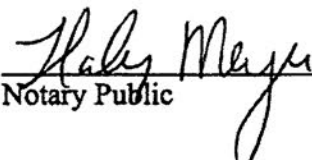
By: 
Name: David L. Doguet,
Its: President

State of Texas §
County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following type of identification: Drivers License.

(Notary Seal)




Notary Public

After Recording Return To:
Doguet Holdings, Inc.

Exhibit 1-A

1602 Continental Dr. W.
Pleasanton, Texas 78064

Exhibit A

Metes and Bounds Legal Description of the Property

A survey of 53.331 acres of land situated about 7 miles N 08° W of Jourdanston, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being a portion of that certain 99.03 acres of land, more or less, described in a Deed to Michael Darby Doguet and Darby Davis Doguet from Thomas Bros. Corp., dated April 24, 2000, as recorded in Volume 144 on Page 107 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Southwest end of a cutback line connecting the North line of F.M. Highway 476 and the West line of Red Barn Road for the Southwest corner of said 99.03 acres of land, more or less, and the Southeast corner of this survey;

THENCE: Generally along fence, the North R.O.W. line of said F.M. Highway 476 and the South line of said 99.03 acres, more or less, N 58-40-03 W 008.62 feet to a 2" pipe corner post for the Southwest corner of this survey;

THENCE: Generally along fence and across said 99.03 acres, more or less, the following courses:

N 26-15-12 E 26.39 feet to a 10" diameter creosote corner post for an interior corner of this survey;

N 44-55-22 W 100.45 feet to a 10" diameter creosote post for an angle point;

N 28-59-49 W 100.18 feet to a 10" diameter creosote post for an angle point;

N 22-52-20 W 199.48 feet to a 10" diameter creosote post for an angle point;

N 15-12-36 W 99.75 feet to a 10" diameter creosote post for an angle point;

N 09-29-57 W 199.39 feet to a 10" diameter creosote post for an angle point;

N 01-12-19 W 99.55 feet to a 10" diameter creosote post for an angle point;

N 06-40-22 E 110.70 feet to a 10" diameter creosote post for an angle point;

N 09-40-00 E 89.66 feet to a 10" diameter creosote post for an angle point;

N 16-57-07 E 99.65 feet to a 10" diameter creosote post for an angle point;

N 20-53-36 E 199.73 feet to a 10" diameter creosote post for an angle point, and

N 21-28-40 E 842.01 feet to a 5/8" iron pin set in fence on the South line of that certain 117.13 acre tract of land described in a

Exhibit 1-A

Deed to Turfgrass America, LP from Thomas Bros. Grass, Ltd., dated March 15, 2004, as recorded in Volume 273 on Page 622 of the aforementioned Official Public Records, and the North line of said 99.03 acres of land, more or less, for the Northwest corner of this survey;

THENCE: Generally along fence, the North line of said 99.03 acres of land, more or less, and the South line of said 117.13 acre tract of land, S 72-00-45 E 809.21 feet to a 2" diameter pipe post for an angle point, S 82-58-14 E 86.41 feet to a 2" diameter pipe post for an angle point, and S 71-12-59 E at 257.48 feet pass a 4" diameter cedar corner post on the West line of said Red Barn Road and continuing a total distance of 136.22 feet to a 5/8" iron pin found in the centerline of said Red Barn Road on the West line of that certain 136.36 acres of land, more or less, described in a Deed to Bladerunner Farms, Inc. from Thomas Bros. Grass, Ltd., dated April 24, 2000, as recorded in Volume 144 on Page 97 of the said Official Public Records for the Southeast corner of said 117.13 acre tract of land, the Northeast corner of said 99.03 acres of land, more or less, and the Northeast corner of this survey;

THENCE: Along the centerline of said Red Barn Road, the East line of said 99.03 acres of land, more or less, and the West line of said 136.36 acres of land, more or less, S 18-27-44 W 186.08 feet to a 5/8" iron pin found for the Southwest corner of said 136.36 acres of land, more or less, the Northwest corner of that certain 136.36 acre tract of land described in a Deed to Turfgrass America, LP from Thomas Bros. Grass, Ltd., dated March 15, 2004, as recorded in Volume 273 on Page 626 of the said Official Public Records, and an angle point of this survey;

THENCE: Along the centerline of said Red Barn Road, the East line of said 99.03 acres of land, more or less, and the West line of said 136.36 acre tract of land, S 18-30-08 W 187.86 feet to a 5/8" iron pin set for a West corner of said 136.36 acre tract of land, an East corner of said 99.03 acres of land, more or less, and an East corner of this survey;

THENCE: N 58-51-41 W 28.12 feet to a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Northeast end of said cutback line for an angle point of said 99.03 acres of land, more or less, and an angle point of this survey;

THENCE: Generally along fence, a Southeast line of said 99.03 acres of land, more or less, and along said cutback line, S 70-02-47 W 124.77 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 5th day of November 2015.

Jonathan H. Rothe
Jonathan H. Rothe
Registered Professional Surveyor No. 6286
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005



Exhibit 1-A

RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco County Clerk

Atascosa County Texas

March 18 2025 10:13:59 AM

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Exhibit 1-A
250582

Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c)*.

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road
Poteet, TX 78065

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W.
Pleasanton, Texas 78064.

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals and improvements):

Being 54.473 acres, more or less, situated about 6.5 miles N 07° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original grantee, being a portion of that certain 616.70 acres of land, more or less, described in a deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux., dated August 8, 1995, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the Property, including but not limited to the water wells, pumps, and associated

Exhibit 1-A

equipment currently located on the Property; and

- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all oil, gas, and other minerals under the Property of which Grantor has an interest in, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

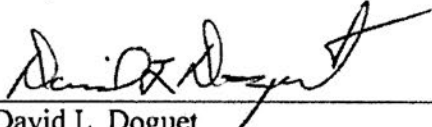
To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

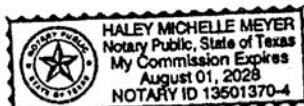
BLADERUNNER FARMS, INC.,
a Texas corporation

By: 
Name: David L. Doguet,
Its: President

State of Texas §
County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following type of identification: Driver's License.

(Notary Seal)




Notary Public

After Recording Return To:
Doguet Holdings, Inc.
1602 Continental Dr. W.
Pleasanton, Texas 78064.

Exhibit 1-A

Exhibit A

Metes and Bounds Legal Description of the Property

A survey of 54.473 acres of land situated about 6.5 miles N 07° W of Jourdanston, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set on the Northwest line of Holley Road and the Southeast line of said 616.70 acres of land, more or less, for the upper Northeast corner of this survey from which a 4"x4" concrete R.O.W. marker found at the Southeast end of a cutback line connecting the Northwest line of said Holley Road and the Southwest R.O.W. line F.M. Highway 476 bears N 19-01-33 E 4836.25 feet;

THENCE: Generally along fence, the Northwest line of said Holley Road, and the Southeast line of said 616.70 acres of land, more or less, S 19-01-16 W 60.00 feet to a 1/4" iron pin found for the called Southwest terminus corner of said Holley Road, the Northwest corner of a 30-foot-wide Ingress-Egress described as Tract I in a Deed to Brandon Holley from Eliga Patterson Holley, Jr., dated September 23, 2019, as recorded in Instrument No. 198998 of the aforementioned Official Public Records, and an angle point of this survey;

THENCE: Along the Southeast line of said 616.70 acres of land, more or less, and the Northwest line of said 30-foot-wide Ingress-Egress Easement, S 19-03-52 W 222.39 feet to a 1/4" iron pin found 9.27 feet Southeast of fence for the North corner of a certain 21.428 acre tract of land described as Tract II in said Deed to Brandon Holley, and an angle point of this survey;

THENCE: Along the Southeast line of said 616.70 acres of land, more or less, and the Northwest line of said 21.428 acre tract of land, S 19-00-58 W at 144.32 feet pass a 5/8" iron pin set 12.38 feet Southeast of fence, at 1444.77 feet pass 0.52 feet Southeast of a 2" diameter pipe corner post, at 1776.53 feet pass a found 1/4" iron pin, continuing a total distance of 1899.37 feet to a point in the centerline of the Atascosa River on the recognized South line of said Survey No. 1, the recognized North line of Survey No. 1103, Abstract No. 288, John T. Gelfer, original Grantee, and the North line of that certain 503.37 acres of land, more or less, described in a Deed to James and Patricia Warnken Family Limited Partnership from James V. Warnken and Patricia A. Warnken, dated April 29, 2016, as recorded in Instrument No. 171072 of the said Official Public Records, for the Southeast corner of said 616.70 acres of land, more or less, the Southwest corner of said 21.428 acre tract of land, and the Southeast corner of this survey;

THENCE: Along the centerline of said Atascosa River, the recognized South line of said Survey No. 1, the recognized North line of said Survey No. 1103, the South line of said 616.70 acre of land, more or less, the North line of said 503.37 acres of land, more or less, and the North line of that certain 95-2/3 acres of land, more or less, described in a Deed to Maurice Dauwe, et al from James R. Hill, dated October 7, 2000, as recorded in Volume 159 on Page 482 of the said Official Public Records, the following courses:

N 72-17-58 W 71.62 feet to an angle point;

N 85-31-49 W 169.39 feet to an angle point;

Exhibit 1-A

S 79-43-02 W 124.40 feet to an angle point;

N 85-36-58 W 312.82 feet to an angle point;

S 86-25-25 W 284.28 feet to an angle point;

S 84-14-52 W 304.10 feet to an angle point;

S 66-48-05 W 274.32 feet to an angle point;

S 84-50-46 W 168.11 feet to an angle point; and

N 81-48-35 W 376.52 feet to a point for the Southeast corner of that certain 316.435 acres of land, more or less, described in a Deed to Bladerunner Farms, Inc. from Derby Doguet, et ux, et al, dated April 28, 2016, as recorded in Instrument No. 170704 of the said Official Public Records, and the Southwest corner of this survey;

THENCE: Along the East line of said 316.435 acres of land, more or less, the following courses:

N 14-00-14 E at 249.13 feet pass a 5/8" iron pin set in fence, continuing a total distance of 1309.65 feet to a 2" diameter pipe corner post for an angle point;

Generally along fence, N 14-14-12 E 410.51 feet to a 2" diameter pipe corner post for an angle point;

N 14-27-13 E 48.37 feet to a 2" diameter pipe corner post for an angle point; and

N 14-22-29 E 32.51 feet to a 5/8" iron pin set for the lower Northwest corner of this survey;

THENCE: Across said 616.70 acres of land, more or less, S 77-58-00 E 131.09 feet to a 5/8" iron pin set for the middle Northeast corner of this survey;

THENCE: S 10-53-56 W 32.58 feet to a 2" diameter pipe corner post for an angle point, S 14-36-07 W 48.73 feet to a 2" diameter pipe corner post for an angle point, and S 12-13-40 W 174.34 feet to a 5/8" iron pin set in fence for an interior corner of this survey;

THENCE: Generally along fence, S 72-18-09 E 375.13 feet to a 2" diameter pipe post for an angle point, S 76-42-01 E 323.44 feet to a 2" diameter pipe post for an angle point, and S 72-03-41 E 195.38 feet to a 2" diameter pipe corner post for the lower Northeast corner of this survey;

THENCE: Generally along fence, S 09-11-44 W 152.59 feet to a 2" diameter pipe corner post for an interior corner of this survey;

THENCE: S 44-50-07 E 97.66 feet to a 5/8" iron pin set for an angle point and S 77-01-57 E 846.58 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: N 19-01-16 E 1429.70 feet to a 5/8" iron pin set for the upper Northwest corner of this survey;

Exhibit 1-A

THENCE: S 70.58.44 E 60.00 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 22 day of May, 2020.

Jonathan H. Rothe
Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78851
Ph. (830) 426-3005
Fax (830) 426-8160



RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco, County Clerk

Atascosa County Texas

March 18, 2025 10:13:59 AM

FEE \$41.00

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Exhibit 1-A
250581

Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c)*.

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road, Poteet, TX 78065.

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W., Pleasanton, Texas 78064.

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals and improvements):

56.503 acres of land situated about 10.4 miles N 05° E of Jourdanton, in Atascosa County, Texas, out of Survey No. 1197, Abstract No. 590, William Morrow, original Grantee, being that same property described in a Deed to Alexander Joseph Dicaro, Jr. from Dale Miller, et ux., dated March 19, 1997, as recorded in Volume 68 on Page 396 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a ½" iron pin found by a 10" diameter creosote corner post on the South R.O.W. line of F.M. Highway 1470 for the Northeast corner of that certain 56.45 acres of land, more or less, described in a Deed to Karen H. Herrmann, Trustee from Elaine Rose Rakowitz Bowen, et vir, dated June 29, 2011, as recorded in Instrument No. 122890 of the aforementioned Official Public Records, from which a 4"x4" concrete R.O.W. marker found at the Northeast end of a cutback line connecting the South R.O.W. line of said F.M. Highway 1470 and the East line of Red Barn Road bears S 86-49-54 W 1712.76 feet;

THENCE: Generally along fence and the South R.O.W. line of said F.M. Highway 1470, S 85-57-34 E 941.51 feet to a ¾" iron pin found by a 10" diameter creosote corner post for the Northwest corner of that certain 3.87 acres of land, more or less, described in a Deed to Laura Mae Jacobs from Maty Louise Akers, dated February 19, 2013, as recorded in Instrument No. 139186 of the said Official Public Records, and the upper Northeast corner of this survey;

THENCE: Generally along fence and the West line of said 3.87 acres of land, more or less, S 14-57-25 W 67.16 feet to ¾" iron pin found by a railroad tie corner post for the

Exhibit 1-A

Southwest corner of said 3.87 acres of land, more or less, and an interior corner of this survey;

THENCE: Generally along fence and the South line of said 3.87 acres of land, more or less, S 71-18-18 E 409.00 feet to an 8" diameter creosote corner post for the Northwest corner of that certain 37.43 acres of land described as Tract Three in a Deed to Thomas Donald Heffernan from Thomas Donald Heffernan, Independent Executor of the Estate of Edwina Frances Heffernan, Deceased, dated June 24, 2015, as recorded in Instrument No. 163368 of the said Official Public Records, and the lower Northeast corner of this survey;

THENCE: Generally along fence and the West line of said 37.43 acres of land, S 18-50-29 W 1872.52 feet to a ½" iron pin found by a 10" diameter creosote corner post on the North line of Yow Road for the Southwest corner of said 37.43 acres of land, and the Southeast corner of this survey;

THENCE: Generally along fence and the North line of said Yow Road, N 73-08-30 W 1326.40 feet to a 10" diameter creosote corner post for the Southeast corner of said 56.45 acres of land, more or less, and the Southwest corner of this survey;

THENCE: Generally along fence and the East line of said 56.45 acres of land, more or less, N 18-53-59 E 1743.86 feet to the POINT OF BEGINNING. (referred to herein as the "**Property**"); and being further described in Clerk's File No. 243517 of the Official Public Records of Atascosa County, Texas, being that certain General Warranty Deed with Vendor's Lien from Alexander Joseph Dicaro, Jr. to Bladerunner Farms, Inc. recorded June 13, 2024.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the Property, including but not limited to the water wells, pumps, and associated equipment currently located on the Property; and
- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads,

Exhibit 1-A

rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all oil, gas, and other minerals under the Property to which Grantor has an interest, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

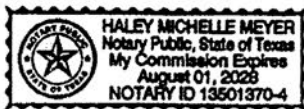
BLADERUNNER FARMS, INC.,
a Texas corporation

By: *David L. Doguet*
Name: David L. Doguet
Its: President

State of Texas §
County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following form of identification: Driver's License.

(Notary Seal)



Haley Michelle Meyer
Notary Public

After Recording Return To:
Doguet Holdings, Inc.
1602 Continental Dr. W.
Pleasanton, Texas 78064.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco
Theresa Carrasco County Clerk
Atascosa County Texas

March 18, 2025 10:13:59 AM

FEE: \$33.00 YSALINAS **250581**
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Exhibit 1-A
250580

Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c).*

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road
Poteet, TX 78065

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W.
Pleasanton, TX 78064.

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals, improvements, and easements):

BEING 136.36 acres, more or less, out of the Joaquin de la Garza Survey No. 1, Abstract No. 3, Atascosa County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH an easement for providing the Grantee the right to operate and maintain an irrigation sprinkler apparatus and pivot over and across the North twenty-three feet (23') of Grantor's 136.36 acre tract described in the attached Exhibit B. This irrigation sprinkler easement shall be non-exclusive and the Grantor reserves the right to the use of the property within the easement for the growing and harvesting of grass and other crops.

As further described by metes and bounds on Exhibit A attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

Exhibit 1-A

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the Property, together with including but not limited to the water wells, pumps, and associated equipment currently located on the Property; and
- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all water and other surface rights; all oil, gas, and other minerals under the Property, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

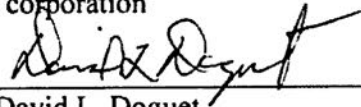
To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

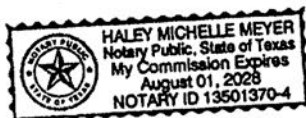
BLADERUNNER FARMS, INC.,
a Texas corporation

By: 
Name: David L. Doguet
Its: President.

State of Texas §
County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following identification: Driver's License.

(Notary Seal)




Notary Public

After Recording Return To:
Doguet Holdings, Inc.
1602 Continental Dr. W.
Pleasanton, Texas 78064

Exhibit 1-A

Exhibit A

Metes and Bounds Legal Description of the Property

STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Jack E. Gorman - Seller
Blade Runner Farms, Inc. -
Buyer

FIELD NOTES TO DESCRIBE

A 136.36 Acre Tract of land (Tract 2) being situated about 8.8 miles N 10° W of Jourdanston in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin de la Garza, original grantee, also being out of a 495 Acre Tract of land (Tracts 6-8) conveyed from James W. Gorman, Jr., et ux to Jack E. Gorman, et ux by Deed dated March 2, 1990 and recorded in Volume 820, Page 628 of the Deed Records of Atascosa County, Texas and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin set in the West line of a 60 Acre Tract (Tract 4, Volume 283, Page 19, Deed Records) for the Northeast corner of a 136.36 Acre Tract (Tract 3 this day surveyed) and the Southeast corner of this tract from which a 5/8" iron pin set in the North line of the Old Poteet Pleasanton Road for the Southeast corner of said 495 Acre Tract and Southwest corner of a 16.4 Acre Tract (Volume 242, Page 281, Deed Records) bears S 18° 51' 36" W 2610.77 feet;

THENCE: N 71° 42' 33" W 2613.85 feet to a 5/8" iron pin set in the centerline of Red Barn Road (56 feet wide) and the East line of a 99.03 Acre Tract (Tract 4 this day surveyed) for the Northwest corner of said 136.36 Acre Tract (Tract 3) and the Southwest corner of this tract;

THENCE: N 18° 17' 27" E 1654.24 feet with the centerline of Red Barn Road, at 186.17 feet pass a 5/8" iron pin set for the Northeast corner of said 99.03 Acre Tract and the Southeast corner of a 117.13 Acre Tract (Tract No. 1, this day surveyed), continuing to a 60D nail set for an angle point of said 117.13 Acre Tract and of this tract;

THENCE: N 15° 25' 42" E 760.85 feet continuing with the centerline of Red Barn Road to a 5/8" iron pin set in the South line of Horton Road (60 feet wide) for the Northeast corner of said 117.13 Acre Tract and the Northwest corner of this tract;

THENCE: S 70° 55' 18" E 1020.56 feet with fence and the South line of said Horton Road and North line of said 495 Acre Tract to a 2 3/8" pipe post found at the intersection of the South line of Horton Road and the West line of Briones Road (40 feet wide) for the Northeast corner of said 495 Acre Tract and of this tract;

THENCE: S 11° 34' 04" E 1293.61 feet with fence and the West line of said Briones Road to a 2 3/8" pipe post found for the North corner of said 60 Acre Tract and an angle point of said 495 Acre Tract and of this tract;

THENCE: S 18° 51' 36" W 1264.54 feet with fence and East line of said 495 Acre Tract to the POINT OF BEGINNING.

Bearings shown herein are geodetic from GPS observations. I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 11th day of March, 2000.

John Howard, R.P.S. No. 1111
402 State Hwy 173 South
Bondo, Texas 78861
(830) 426-4776

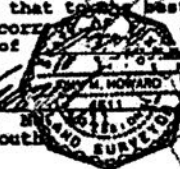


Exhibit 1-A

STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Jack E. Gorman - Seller
Turf Grass America - Buyer

FIELD NOTES TO DESCRIBE

A 136.36 Acre Tract of land (Tract No. 3) being situated about 8.8 miles N 10° W of Jourdanton in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin de la Garza, original grantee, also being out of a 495 Acre Tract of land (Tracts 6-8) conveyed from James M. Gorman, Jr., et ux to Jack E. Gorman, et ux by Deed dated March 2, 1990 and recorded in Volume 820, Page 629 of the Deed Records of Atascosa County, Texas and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin set in the West line of a 60 Acre Tract (Volume 283, Page 19, Deed Records) for the Southeast corner of a 136.36 Acre Tract (Tract 2 this day surveyed) and the Northeast corner of this tract from which a 2 3/8" pipe post found in the West line of Brionne Road for the Northeast corner of said 495 Acre Tract bears N 18° 51' 36" E 1264.54 feet;

THENCE: S 18° 51' 36" W 2810.77 feet with fence and the West line of said 60 Acre Tract and of a 20 Acre Tract (Volume 283, Page 18 Deed Records) and of a 20 Acre Tract (Volume 280, Page 445) and of a 20 Acre Tract (Volume 283, Page 17 Deed Records) and of a 16.4 Acre Tract (Volume 242, Page 281 Deed Records) to a 5/8" iron pin set in the North line of the Old Potest Pleasanton Road for the Southwest corner of said 16.4 Acre Tract and for the Southeast corner of said 495 Acre Tract and of this tract;

THENCE: N 58° 55' 49" W 462.76 feet with fence and South line of said 495 Acre Tract to a 5/8" iron pin set in the North line of F.W. Highway 476 (120 feet wide) for an angle point;

THENCE: With the North line of said Highway as follows:

with a curve to the left, having a radius of 5789.65 feet, a central angle of 06° 41' 20", and a chord bearing N 55° 27' 31" W 680.55 feet to a 5/8" iron pin set for an angle point;
N 58° 49' 41" W 1394.93 feet with fence to a concrete highway marker found for an angle point;
N 19° 54' 55" W 155.26 feet to a concrete highway marker found for an angle point;
N 58° 50' 55" W 28.11 feet to a railroad spike set in the centerline of Red Barn Road (56 feet wide) for the Southeast corner of a 99.03 Acre Tract (Tract 4 this day surveyed) and the Southwest corner of this tract;

THENCE: N 18° 17' 27" E 1878.61 feet with the centerline of said Red Barn Road and the East line of said 99.03 Acre Tract to a 5/8" iron pin set for the Southwest corner of said 136.36 Acre Tract (Tract 2) and the Northwest corner of this tract;

THENCE: S 71° 42' 33" E 2613.85 feet to the POINT OF BEGINNING.

Bearings shown herein are geodetic from GPS observations. I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

W TEXAS COUNTY OF ATASCOSA

Notary Public for the State of Texas
My commission expires on the 12th day of May, 2004

LAUREN HAYDEN

This the 14th day of April, 2000

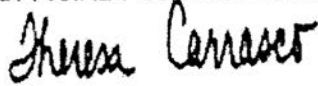
John Howard, R.P.S. No. 4611
402 State Hwy 173 South
Bondo, Texas 78851
(830) 426-4776

Exhibit 1-A

RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk

Atascosa County Texas

March 18, 2025 10:13:59 AM

FEE: \$37.00

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Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c)*.

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road, Poteet, TX 78065.

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W., Pleasanton, Texas 78064.

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals, improvements, and easements):

Property (including any improvements): BEING 264.91 grid acres of land, more or less, lying in Atascosa County, Texas, ostensibly being 244.66 out of and a part of Heirs of Thomas Hand Survey 1055, Abstract No. 357, and 20.25 acres out of and a part of the J. T. Horton Survey 1055 ½, Abstract No. 1662 and also being out of and a part of that same certain tract called 1020.3 acres as described in conveyance to Pageland, Inc. and recorded in Volume 527, Pages 161-162 of the Deed Records of Atascosa County, Texas, and being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes.

As further described by metes and bounds on Exhibit A attached hereto and incorporated herein by reference

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the Property, including but not limited to the water wells, pumps, and associated equipment currently located on the Property; and

Exhibit 1-A

- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all water and other surface rights; all oil, gas, and other minerals under the Property of which Grantor has an interest, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

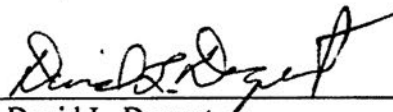
To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

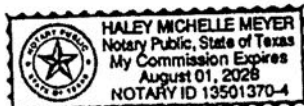
BLADERUNNER FARMS, INC.,
a Texas corporation

By: 
Name: David L. Doguet,
Its: President

State of Texas §
County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following form of identification: Drivers License.

(Notary Seal)



After Recording Return To:
Doguet Holdings, Inc.
1602 Continental Dr. W.
Pleasanton, Texas 78064.

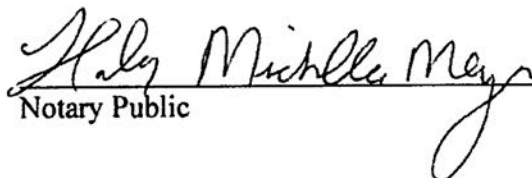

Notary Public

Exhibit A

Metes and Bounds Legal Description of the Property

**FIELD NOTES FOR A 264.91 GRID ACRES SURVEY
COMPLETED JANUARY 9, 2006**

Being 264.91 grid acres of land lying in Atascosa County, Texas, ostensibly being 244.66 out of and a part of Heirs of Thomas Hand Survey 1055, Abstract No. 357, and 20.25 acres out of and a part of the J. T. Horton Survey 1055 1/2, Abstract No. 1662 and also being out of and a part of that same certain tract called 1020.3 acres as described in conveyance to Pageland, Inc. and recorded in Volume 527, Pages 161-162 of the Deed Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows: (The courses, distances, and areas shown herein and on the attached corresponding plat conform to the Texas Coordinate System, North American Datum 1927, Texas South Central Zone.) (All Corners called for as being set are marked on the ground with 1/2" diameter steel stakes with plastic identification caps stamped "D.G. SMYTH & COMPANY/RPLS 2046" attached unless otherwise noted or shown.)

BEGINNING at the occupied 12" diameter treated pine fence corner post lying on the southern fenced margin of Yow Road and marking the ostensible northeast corner of J. T. Horton Survey 1055 1/2, Abstract No. 1662 and the northwest corner of Ignacio Herrera Survey 2, Abstract No. 6 on the south line of J. M. Kammard Survey 996, Abstract No. 552 and also marking the northwest corner of that same certain tract called 229 acres as described in conveyance to J. W. Yow and recorded in Volume 182, Pages 339-340 of the Deed Records of Atascosa County, Texas,

THENCE: S 18° 52' 57" W with the common line between said Survey 1055 1/2 and said Survey 2, and along the western boundary of said 229 acres tract approximating the occupied fence with said fence diverging a few feet easterly from herein described boundary, passing the southeast corner of said Survey 1055 1/2 at the northeast corner of said Survey 1055 and said boundary line continuing for a total distance of 2385.85 feet to a steel stake found as previously set for the northeast corner of an adjoining 262.47 acres tract severed out of and a part of same said 1020.3 acres parent tract for the southeast corner of the herein described tract and from which said steel stake the occupied fence corner post bears S 73° 16' 41" E at a distance of 11.0 feet.

THENCE: Progressing northwesterly generally with the occupied fence along the northern boundary of said 262.47 acres tract for the following five (5) calls:

1. N 73° 16' 41" W for a distance of 2404.62 feet to a 3" diameter metal pipe post at a deflection point.
2. N 73° 20' 37" W for a distance of 1313.69 feet to a 3" diameter metal pipe post at a deflection point.
3. N 79° 05' 55" W for a distance of 466.84 feet to a 3" diameter metal pipe fence corner post.
4. N 05° 01' 12" E for a distance of 37.30 feet to a 3" diameter metal pipe fence corner post.
5. N 72° 49' 41" W, at 551.18' passing a 3" diameter metal pipe fence corner post along the eastern margin of Red Barn Road and continuing along the same course for a total distance of 559.57 feet to the southwest corner of the herein described tract lying within the margins of said road and on the ostensible common line between said Heirs of Thomas Hand Survey 1055 and N. McAdd Survey 1198, Abstract No. 586.

THENCE: N 18° 55' 15" E converging upon the occupied fence along the eastern margin of said Red Barn Road for a total distance of 2372.57 feet to the ostensible northwest corner of said Survey 1055 at the southwest corner of J. T. Horton Survey 1055 ½ from which point the occupied northwest metal pipe fence corner post bears N 18° 55' 15" E at a distance of 52.5 feet.

THENCE: N 15° 33' 43" W along the western line of said Survey 1055 ½ lying within the margins of the intersection of said Red Barn Road and said Yow Road for a distance of 61.73 feet to the northwest corner of said Survey 1055 ½.

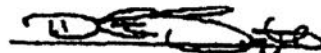
THENCE: S 73° 44' 12" E, at 35.0 feet passing the occupied metal pipe fence corner post and continuing along the same course along the ostensible northern boundary of said Survey 1055 ½ and the southern line of Heirs of William Morrow Survey 1197, Abstract No. 590 with said line departing northerly from the occupied fence and into the margins of Yow Road and in all a total distance of 3622.22 feet to a deflection point in the herein described boundary at the ostensible southeast corner of said Survey 1197 and the southwest corner of J. M. Kennard Survey 996;

THENCE: S 70° 19' 08" E along the common line between said J. T. Horton Survey 1055 ½ and said J. M. Kemard Survey 996 within the margins of Yow Road for a distance of 1161.11 feet to the PLACE OF BEGINNING and containing 264.91 grid acres of land within the herein described boundary of which 1.55 acres are in use as a county roadway leaving a net usable acreage of 263.36 grid acres as determined by an actual survey performed by D.G. SMYTH & CO., INC. and completed on January 9, 2006.



THE STATE OF TEXAS
COUNTY OF VALDEZ

It is hereby certified that the foregoing field note description and Attached plat was prepared from an actual on the ground survey made by personal working under my direct supervision and that same are true and correct according to said said survey.

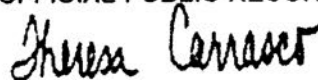

D. G. Smyth Registered Professional Land Surveyor/
Licensed State Land Surveyor No. 2046

Project No. 06-2723

RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk
Atascosa County Texas
March 18, 2025 10:13:59 AM

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Exhibit 1-A
250578

Notice of Confidentiality Rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. *Texas Property Code 11.008(c).*

General Warranty Deed

Grantor Name and Mailing Address:

Bladerunner Farms, Inc., a Texas corporation
802 Howard Road
Poteet, TX 78065

Grantee Name and Mailing Address:

Doguet Holdings, Inc., a Texas corporation
1602 Continental Dr. W.
Pleasanton, Texas 78064

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any minerals, improvements, and easements):

316.435 acres of land, more or less, situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original grantee, being the East 1/2 of Tract Eleven (11) and all of tracts Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) of the Ernst Gardens Subdivision, a subdivision as shown on a plat thereof recorded in Volume 34 on Page 9 of the Deed Records of Atascosa County, Texas, said 316.435 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

All validly existing easements, restrictions, reservations, covenants, conditions, rights of way, and other instruments of record in the records of Atascosa County, Texas, affecting the said Property.

Grant:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby GRANTS, SELLS, and CONVEYS to Grantee the Property, together with:

- 1) all buildings, structures, fixtures, and improvements located on, in, or under the Property, including but not limited to the water wells, pumps, and associated equipment

Exhibit 1-A

currently located on the Property; and

- 2) all of Grantor's right, title, and interest in and to the appurtenances to the Property, including, but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the Property; all water and other surface rights; all oil, gas, and other minerals under the Property of which Grantor has an interest in, all strips and gores between the Property and abutting properties, and all utility, access, and development rights.

To have and to hold the Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its heirs, successors, and assigns, to warrant and forever defend all and singular the title to the Property to Grantee and its heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

BLADERUNNER FARMS, INC.

a Texas corporation

By: David L. Doguet

Name: David L. Doguet,

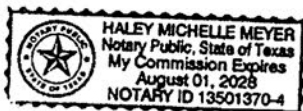
Its: President

State of Texas §

County of Atascosa §

This instrument was acknowledged before me on March 18th, 2025, by David L. Doguet, President of Bladerunner Farms, Inc., known to me by (i) personal knowledge, or (ii) the following type of identification: Drivers License.

(Notary Seal)



Haley Michelle Meyer
Notary Public

After Recording Return To:

Doguet Holdings, Inc.
1602 Continental Dr. W.
Pleasanton, Texas 78064

Exhibit 1-A

Exhibit A

Metes and Bounds Legal Description of the Property

A survey of 316.435 acres of land situated about 7 miles N 08° W of Jourdan ton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being the East ½ of Tract 11 and all of Tracts 12-18 of the Ernst Gardens Subdivision, a subdivision as shown on a plat thereof recorded in Volume 34 on Page 9 of the Deed Records of Atascosa County, Texas, being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 143 of the Official Public Records of Atascosa County, Texas, being all of that certain 5.52 acres of land, more or less, called Tract I, all of that certain 20.50 acres of land, more or less, called Tract II, and all of that certain 1.14 acres of land, more or less, called Tract III in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated September 11, 1995, as recorded in Volume 36 on Page 616 of the aforementioned Official Public Records, all of that certain 24.82 acres of land, more or less, described in a Deed to Darby Doguet and Mike D. Doguet from Henry S. Garza, et ux, dated March 11, 1996, as recorded in Volume 40 on Page 584 of the said Official Public Records, and all of that certain property called the N ½ of Tract 14 and all of Tracts 15 and 16 of said Ernst Gardens Subdivision, described in a Deed to Darby Doguet and Mike D. Doguet from James Kallisek, et ux, dated February 2, 1997, as recorded in Volume 65 on Page 907 of the said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 2" diameter pipe corner post on the South R.O.W. line of F.M. Highway 476 and the North line of said 616.70 acres of land, more or less, for the Northeast corner of this survey from which a 4"x4" concrete R.O.W. marker found at the Northwest end of a cutback line connecting the South R.O.W. line of said F.M. Highway 476 and the West line of Holley Road for the Northeast corner of said 616.70 acres of land, more or less, bears S 58-34-35 E 7402.61 feet;

THENCE: Generally along fence and across said 616.70 acres of land, more or less, the following courses:

- S 16-44-07 W 28.65 feet to a 2" diameter pipe corner post for an interior corner of this survey;
- S 59-12-09 E 11.62 feet to a 2" diameter pipe corner post for an exterior corner of this survey;
- S 19-25-57 W 911.70 feet to a 2" diameter pipe corner post for an angle point;
- S 81-06-40 W 463.64 feet to a 2" diameter pipe post for an angle point;
- Leaving fence, S 20-16-10 W 1000.32 feet to a 2" diameter pipe post for an interior corner of this survey;
- Again generally along fence, S 67-06-15 E 616.01 feet to a 2" diameter pipe corner post for an exterior corner of this survey;
- S 23-11-35 E 53.43 feet to a 2" diameter pipe corner post for an exterior corner of this survey;
- S 17-45-31 W 965.67 feet to a 2" diameter pipe corner post for an interior corner of this survey;

Exhibit 1-A

S 71-18-11 E 476.32 feet to a 2" diameter pipe corner post for an exterior corner of this survey;

Leaving fence, S 17-25-48 W 1608.93 feet to a 2" diameter pipe post for an exterior corner of this survey;

Again generally along fence, N 76-54-07 W 534.30 feet to a 2" diameter pipe corner post for an interior corner of this survey;

S 14-14-55 W 1727.43 feet to a 2" diameter pipe corner post for the Northwest corner of a fenced lane and an angle point of this survey;

Across said fenced lane, S 14-27-13 W 48.37 feet to a 2" diameter pipe corner post for the Southwest corner of said fenced lane and an angle point of this survey;

Again generally along fence, S 14-14-12 W 410.51 feet to a 2" diameter pipe corner post for an angle point; and

Leaving fence, S 14-00-14 W at 1060.52 feet pass a 5/8" iron pin set in fence and continuing a total distance of 1309.65 feet to a point on the centerline of the Atascosa River on the recognized South line of said Survey No. 1, the recognized North line of Survey No. 1103, Abstract No. 288, John T. Geiser, original Grantee, the South line of said 616.70 acres of land, more or less, and the North line of that certain 95-2/3 acres of land, more or less, described in a Deed to Maurice Dwyer, et al from James R. Hill, dated October 7, 2000, as recorded in Volume 159 on Page 482 of the said Official Public Records, for the Southeast corner of this survey;

THENCE:

Along the centerline of said Atascosa River, the recognized South line of said Survey No. 1, the recognized North line of said Survey No. 1103, the South line of said 616.70 acres of land, more or less, and the North line of said 95-2/3 acres, more or less, the following courses:

N 82-20-07 W 579.42 feet to an angle point;

S 82-27-24 W 382.56 feet to an angle point;

N 67-34-44 W 194.28 feet to an angle point; and

N 80-00-56 W 243.45 feet to a point for the Northwest corner of said Survey No. 1103, the recognized Northeast corner of Survey No. 1009, Abstract No. 1009, Frederick Bobenkamp, original Grantee, the Southwest corner of said 616.70 acres of land, more or less, the Southeast corner of that certain 29.16 acres of land, more or less, described in a Deed to Bettie L. Everett from Monica R. Everett, dated March 28, 2002, as recorded in Volume 197 on Page 219 of the said Official Public Records, and the Southwest corner of this survey;

THENCE:

Along the West line of said 616.70 acres of land, more or less, and the East line of said 29.16 acres of land, more or less, N 17-58-08 E at 20.15 feet pass a 2" diameter pipe corner post and continuing generally along fence a total distance of 806.09 feet to a 2" diameter pipe corner post for the Northeast corner of said 29.16 acres of land, more or less, the Southeast corner of that certain 93 acres of land, more or less, described in a Deed to Alan E. Bentz, et ux from Jimmie D.

Exhibit 1-A

Schumacher, et ux, dated February 15, 1972, as recorded in Volume 377 on Page 486 of the said Deed Records, and an angle point of this survey;

THENCE: Generally along fence, the West line of said 616.70 acres of land, more or less, and the East line of said 93 acres of land, more or less, N 18-59-54 E 2255.85 feet to a 2" diameter pipe corner post for the Southeast corner of said 1.14 acres of land, more or less, the Northeast corner of said 93 acres of land, more or less, and an interior corner of this survey;

THENCE: Generally along fence, the South line of said 1.14 acres of land, more or less, the South line of said 20.50 acres of land, more or less, and the North line of said 93 acres of land, more or less, N 58-09-01 W 701.14 feet to a 2" diameter pipe corner post for the Southwest corner of said 20.50 acres of land, more or less, the Southeast corner of that certain 9.07 acres of land, more or less, described in a Deed to Alan E. Beniz, et ux from Jack E. Gorman, et ux, dated September 11, 1995, as recorded in Volume 36 on Page 703 of the said Official Public Records, and an exterior corner of this survey;

THENCE: Generally along fence, the West line of said 20.50 acres of land, more or less, the middle West line of said 1.14 acres of land, more or less, and the East line of said 9.07 acres of land, more or less, N 19-21-52 E 1351.61 feet to a 2" diameter pipe corner post on the South line of Tract 1 of said Ennet Gardens Subdivision for the lower Northwest corner of said 1.14 acres of land, more or less, and an exterior corner of this survey;

THENCE: Generally along fence, the South line of said Tract 11, and the lower North line of said 1.14 acres of land, more or less, S 59-49-09 E 186.01 feet to a 2" diameter pipe corner post for the Southwest corner of said 5.52 acres of land, more or less, the Southeast corner of the West 1/4 of said Tract 11, and an interior corner of this survey;

THENCE: Generally along fence, the West line of said 5.52 acres of land, more or less, and the East line of the West 1/4 of said Tract 11, N 19-34-30 E 147.09 feet to a 1/2" iron pin found by a 4" treated corner post for the Southeast corner of that certain 3.52 acres of land, more or less, described in a Deed to Johnny S. Leal from Willie G. Leal, et ux, dated September 26, 1997, as recorded in Volume 80 on Page 323 of the said Official Public Records, and an angle point of this survey;

THENCE: Generally along fence, the West line of said 5.52 acres of land, more or less, the East line of the West 1/4 of said Tract 11, and the East line of said 3.52 acres of land, more or less, N 19-58-45 E 322.48 feet to a 2" diameter pipe corner post on the South line of said Tract 12 and the South line of said 24.82 acres of land, more or less, for the Northwest corner of said 5.52 acres of land, more or less, the Northeast corner of the West 1/4 of said Tract 11, the Northeast corner of said 3.52 acres of land, more or less, and an interior corner of this survey;

THENCE: Generally along fence, the North line of said Tract 11, the South line of said Tract 12, the South line of said 24.82 acres of land, more or less, and the North line of said 3.52 acres of land, more or less, N 56-43-17 W 491.01 feet to a 1/2" iron pin found 6.46 feet North of a 8" diameter creosote corner post on the East line of Howard Road for the Southwest corner of said Tract 12, the Southwest corner of said 24.82 acres of land, more or less, the Northwest corner of said Tract 11, the

Exhibit 1-A

Northwest corner of said 3.52 acres of land, more or less, and an exterior corner of this survey;

THENCE:

Generally along fence, the West line of said Tracts 12-18, the West line of said 24.82 acres of land, more or less, the West line of said N ½ of Tract 14 and all of Tracts 15 & 16, the West line of said 616.70 acres of land, more or less, and the East line of said Howard Road, N 19-21-47 E 3936.09 feet to a 2" diameter pipe corner post on the South R.O.W. line of said F.M. Highway 476, the Northwest corner of said Tract 18, the Northwest corner of said 616.70 acres of land, more or less, and the Northwest corner of this survey;

THENCE:

Generally along fence, the South R.O.W. line of said F.M. Highway 476, the North line of said Tract 18, and the North line of said 616.70 acres of land, more or less, S 58-28-40 E at 293.09 feet pass a 2" diameter pipe corner post and continuing a total distance of 315.23 feet to a point in the center of a ravine for the Northeast corner of said Tract 18, the Northwest corner of Tract 19 of said Erns: Gardens Subdivision, an interior corner of said 616.70 acres of land, more or less, the Northwest corner of that certain 5 acres of land described in a Deed to Stephen Paul Hyde and Minda Carla Hyde from Melissa Catherine McCarthy, dated January 19, 2000, as recorded in Volume 136 on Page 338 of the said Official Public Records, and an interior corner of this survey;

THENCE:

Along the centerline of a ravine, the East line of said Tracts 18 and 17, the West line of said Tract 19, an interior East line of said 616.70 acres of land, more or less, and the West line of said 5 acres of land, the following courses:

S 08-22-04 W 404.22 feet to an angle point;

S 04-37-56 E 380.00 feet to an angle point;

S 32-01-00 W 366.27 feet to an angle point;

S 16-20-56 E 405.00 feet to an angle point; and

S 30-20-56 E 336.32 feet to a point in fence for the South corner of said Tract 19, the Southeast corner of said 5 acres of land, an interior corner of said 616.70 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, the East line of Tract 19, an interior West line of said 616.70 acres of land, more or less, the East line of said 5 acres of land, and the East line of that certain 10.00 acres of land, more or less, described in a Deed to Rodger D. Thormann and Tenny L. Thormann from Doris Mae McCarthy, et al, dated June 29, 1992, as recorded in Volume 850 on Page 690 of the said Deed Records, N 19-28-06 E 1497.01 feet to a 6" diameter creosote corner post on the South R.O.W. line of said F.M. Highway 476 for the Northeast corner of said Tract 19, the Northeast corner of said 10.00 acres of land, more or less, an interior corner of said 616.70 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, the South R.O.W. line of said F.M. Highway 476, and the North line of said 616.70 acres of land, more or less, S 58-36-09 E 832.19 feet to the POINT OF BEGINNING.

Exhibit 1-A

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 5th day of November, 2015.

Jonathan H. Rothe
Jonathan H. Rothe
Registered Professional Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph: (830) 426-3005
FAX: (830) 426-8160



RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Theresa Carrasco

Theresa Carrasco, County Clerk

Atascosa County Texas

March 18, 2025 10:13:59 AM

FEE \$49.00

YSALINAS

250578

D

Exhibit 1-B
Map View
See Attached
(including description of 40 excluded acres)

9/27/24, 2:53 PM

Google Maps

Exhibit 1-B

Google Maps



Imagery ©2024 TerraMetrics, Map data ©2024 Google 2 mi

<https://www.google.com/maps/@29.1757356,-98.601627,60998m/data=!3m1!1e3?entry=ttu>

DocuSign Envelope ID: F6B96D9F-FC80-4109-88C8-908EC3722C05

Digitized by Google

Dried 135 acres



Owned
Tract 2

316.43 acres
 , excluding the 43.16 acres
 identified as Excluded

Property

https://www.google.com/maps/@29.024235,-98.555211,3818m/data=!3m1!1e3?entry=ttu

David Doguet, as President of Doguet Holdings, Inc., President of Bladrunder Farms, LLC, and Individually

Sheri Egguet, Individually

Steven Herrig, as President of Sunz Insurance Company

Owned
54.47 acres

1000 ±
Wiley Leare
100 acres

Herrmann Lease
50 acres

Dunne - New
56.8 acres
Dicario

Google Maps



Exhibit 1-B

Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 500 ft

Dunne
Page
264.91 acres

Bakke / Lease
341 acres

Google Maps

Columbia Realty Lease - 506.60 acres

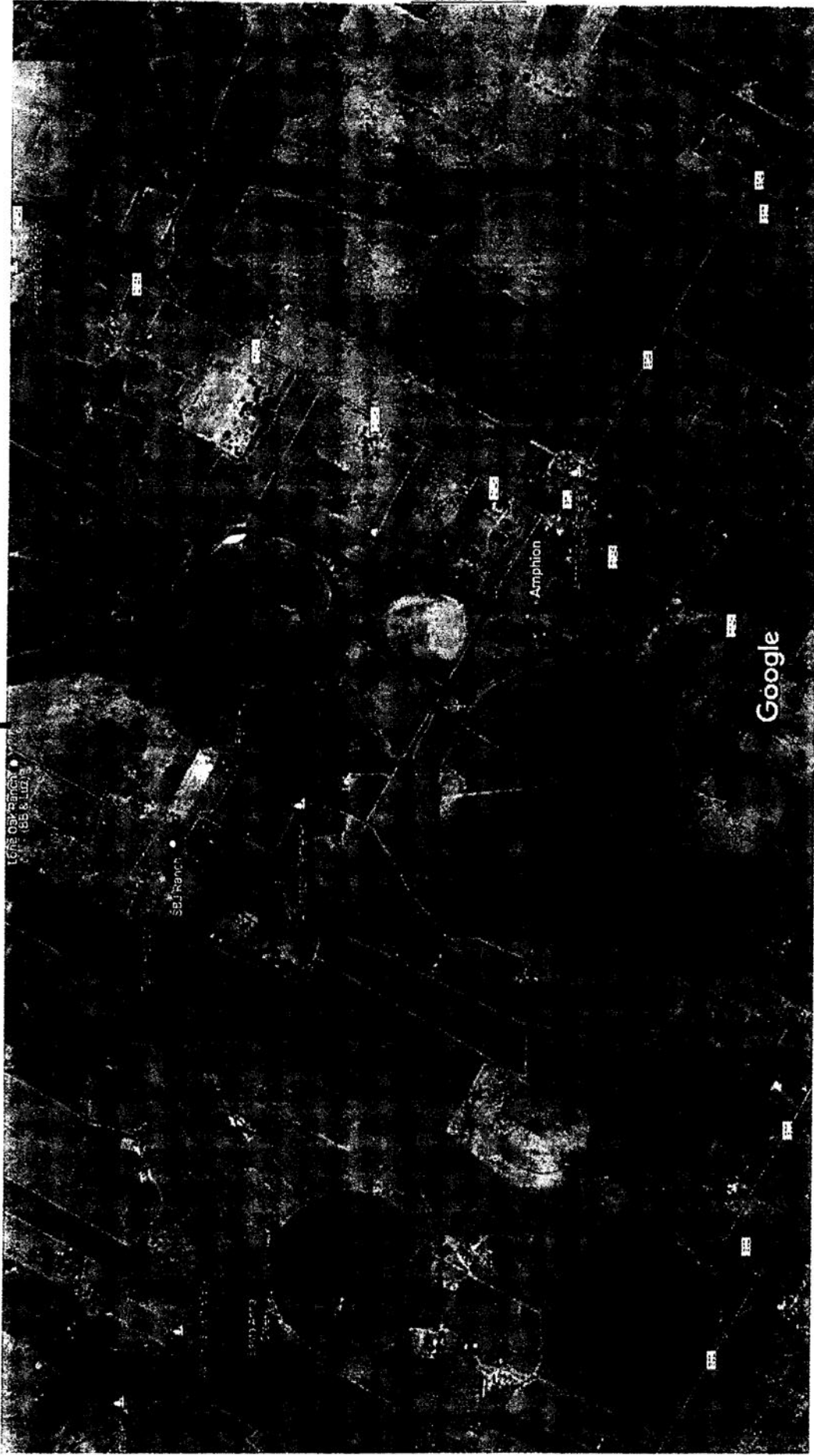


Exhibit 1-B

Imagery ©2024 Maxar Technologies, Map data ©2024 Google 1000 ft

3 Farming Locations

Google Maps



Exhibit 1-B

Imagery ©2024 Airbus, Landsat / Copernicus, Maxar Technologies, Map data ©2024 2000 ft

Exhibit 2
Insurance Addendum to Lease

Lease: Farming Lease dated January 1, 2025 ("Lease")

Date: Commencement Date of Lease

Landlord: Doguet Holdings, Inc., a Texas corporation.

Tenant: Bladerunner Farms, LLC, a Texas limited liability company.

This insurance addendum is part of the Lease.

Tenant agrees to -

1. Maintain the liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance: Commercial general liability (occurrence basis) endorsed to cover farm operations.

Minimum Policy Limit

Per occurrence:	\$2,000,000
Aggregate:	\$4,000,000
Workers' compensation:	\$1,000,000

2. Comply with the following additional insurance requirements:
- a. All liability policies must be endorsed to name Landlord as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to exclude the sole negligence of Landlord or Lienholder from the definition of "insured contract."
 - b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk

Atascosa County, TX

07/21/2023 1:58 PM

235626

\$ 78.00

YSALINAS

WDVL

SL-011383

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: July 20, 2023

Grantor: Mike D. Doguet aka Mike Doguet aka Michael Darby Doguet and wife, Lisa L. Doguet

Grantor's Mailing Address: 2055 Diamond D Lane, Beaumont, Texas 77713

Grantee: Willey Good Properties, LLC, a Texas limited liability company

Grantee's Mailing Address: P.O. Box J, Nome, Texas 77629

Consideration:

Grantee's agreement to pay, according to the note's terms, the unpaid principal and earned interest on the note in the original principal sum of five hundred thousand DOLLARS (\$500,000.00) dated July 20, 2023, executed by Willey Good Properties, LLC, a Texas limited liability company, and payable to the order of Michael D. Doguet and wife, Lisa L. Doguet. The note is secured by a deed of trust and security agreement dated July 20, 2023, from Willey Good Properties, LLC, a Texas limited liability company, to N. Kimberly Hoesl, trustee, recorded in the real property records of Atascosa County, Texas. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

ALL OF GRANTOR'S UNDIVIDED RIGHT, TITLE AND INTEREST BEING ONE-HALF (1/2) OF THE FOLLOWING DESCRIBED PROPERTY: TRACT ONE being 38.663 acres of land situated in Atascosa County, Texas, being a portion of that certain 45.666 acres of land described in deed to Willey Good Properties LLC from Darby Davis Doguet, et ux, dated August 1, 2019, as recorded in Instrument No. 197894 of the Official Public Records of Atascosa County, Texas; and TRACT TWO being 328.193 acres of land in Atascosa County, Texas, being a portion of that certain 382.613 acres of land, more or less, described in a Deed to Willey Good Properties LLC from Darby Davis Doguet, et ux, dated August 1, 2019, as recorded in Instrument No. 197894 of the Official Public Records of Atascosa County, being more particularly described in the legal description attached hereto and incorporated as **Exhibit A** and the June 26, 2023 survey plat by Rothe & Associates, PLLC attached hereto and incorporated as **Exhibit B** (the "Land"), together with any and all appurtenant utilities, easements and rights-of-way affecting said Land and any of Grantor's right to use same, including any of Grantor's rights to use the "Easements" pertaining to adjacent or contiguous other of Grantor's land

for ingress, egress and oil and gas and other mineral and hydrocarbon development ("Easements") (said Land together with any and all of the aforesaid Easements above are herein collectively referred to as the "Property").

Reservations from Conveyance:

For the lives of Grantor herein, Grantor reserves all of Grantor's right, title and interest in and to the oil, gas and other minerals and hydrocarbons in and under and that may be produced from the Property and in any and all royalty and/or overriding royalty pertaining and/or attributable to the Property (collectively, the "Reserved Mineral Interest"), including without limitation, all executive rights and pooling authority attributable to the Reserved Mineral Interest. However, upon the death of the last surviving Grantor (being Michael Darby Doguet and Lisa L. Doguet), if there shall be no active or current production of the Reserved Mineral Interest at the time of the last surviving Grantor, Grantor's reservation of the Reserved Mineral Interest shall immediately terminate and any and all of the Reserved Mineral Interest shall immediately and automatically be conveyed, transferred and vested solely in Grantee. If there is active or current production of the Reserved Mineral Interest at the time of the last surviving Grantor, Grantor's reservation of the Reserved Mineral Interest shall immediately terminate and any and all of the Reserved Mineral Interest shall immediately and automatically be conveyed, transferred and vested as follows: (1) fifty percent (50.00%) of the Reserved Mineral Interest shall be conveyed, transferred and vested in Grantee; and (2) fifty percent (50.00%) of the Reserved Mineral Interest shall be conveyed, transferred and vested in the last surviving Grantor's heirs or devisees under his or her applicable last will and testament and/or any pertinent trusts.

Grantor and Grantee hereby agree and covenant that they will also execute a separate mineral deed containing the terms of this Reservations from Conveyance.

Exceptions to Conveyance and Warranty:

This Conveyance is made and accepted subject to the following, but only to the extent valid and subsisting; any lien for current ad valorem taxes, land use restrictions, easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, outstanding mineral interests, and other instruments, other than prior conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Atascosa County applicable governmental district, agency, or authority; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change by Grantee in land usage, ownership, or both, the payment of which Grantee assumes/but not subsequent assessments for prior years due to change in land usage, ownership, or both, by Grantor, the payment of which

Grantor assumes and all other exceptions denoted in the certain Title Commitment, No. SL-0011383, effective June 18, 2023 to the extent applicable, valid and subsisting.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto and Grantee hereby expressly assumes liability for the payment thereof, provided, however, if Grantor changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Grantor results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Grantor. If this sale or Grantor's use of the Property after closing results in additional assessments for the period before closing, the assessments will be the obligation of Grantee.

The vendor's lien against and superior title to the Property are retained until the note described is fully paid according to its terms, at which time this deed will become absolute.

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

A photo, facsimile or electronic copy of this signed Deed and of any signature hereon are for all purposes deemed original.

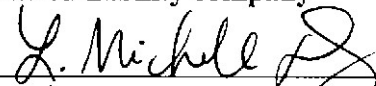
GRANTOR:

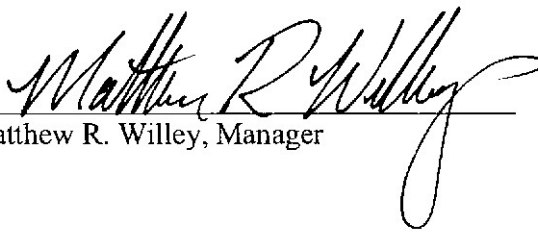

 Mike D. Doguet aka Mike Doguet
 Aka Michael Darby Doguet


 Lisa L. Doguet

GRANTEE:

**WILLEY GOOD PROPERTIES, LLC, a Texas
 limited liability company**

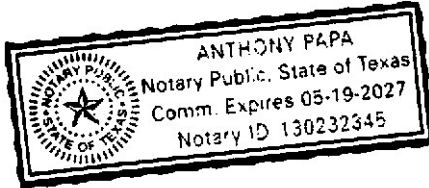

 L. Michelle Doguet, Manager


Matthew R. Willey, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Jefferson §
§

This instrument was acknowledged before me on the 20 day of July, 2023, by Michael D. Doguet.

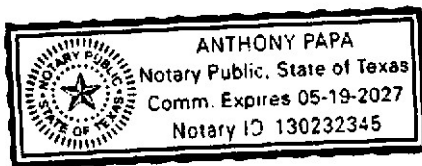


Notary Public, State of Texas
My commission expires:

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Jefferson §
§

This instrument was acknowledged before me on the 20 day of July, 2023, by Lisa L. Doguet.

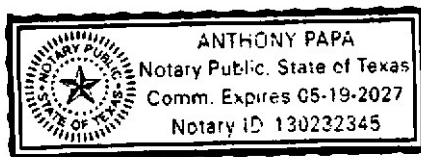


Notary Public, State of Texas
My commission expires:

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Jefferson §
§

This instrument was acknowledged before me on the 20 day of July, 2023, by L. Michelle Doguet as Manager of Willey Good Properties, LLC, a Texas limited liability company.



Notary Public, State of Texas
My commission expires:

ACKNOWLEDGEMENT

STATE OF TEXAS

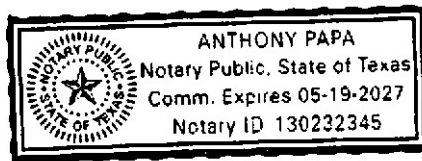
§

COUNTY OF

§

§

This instrument was acknowledged before me on the 20 day of July, 2023, by Matthew R. Willey as Manager of Willey Good Properties, LLC, a Texas limited liability company.



[Signature]
 Notary Public, State of Texas

My commission expires:

After Recording- Return To:
 Willey Good Properties, LLC
 P.O. Box J
 Nome, Texas 77629

EXHIBIT A – LEGAL DESCRIPTION

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Willey Good Properties LLC

FIELD NOTES TO DESCRIBE

A survey of 328.193 acres of land situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being a portion of that certain 382.613 acres of land, more or less, described in a Deed to Willey Good Properties LLC from Darby Davis Doguet, et ux, dated August 1, 2019, as recorded in Instrument No. 197894 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Northwest end of a cutback line connecting the South R.O.W. line of F.M. Highway 476 and the West line of Holley Road for the upper Northeast corner of said 382.613 acres of land, and the upper Northeast corner of this survey;
- THENCE:** Generally along fence, the Northeast line of said 382.613 acres of land, and along said cutback line, S 34-43-04 E 121.10 feet to a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Southeast end of said cutback line for the lower Northeast corner of said 382.613 acres of land, and the lower Northeast corner of this survey;
- THENCE:** Generally along fence, the West line of said Holley Road, and the East line of said 382.613 acres of land, S 19-01-33 W 4836.25 feet to a 5/8" iron pin found by a 2" diameter pipe corner post for the upper Northeast corner of that certain 54.473 acres of land, more or less, described in a Deed to Willey Good Properties LLC from Mike Doguet, et ux, dated June 26, 2020, as recorded in Instrument No. 205551 of the aforementioned Official Public Records, and the upper Southeast corner of this survey;
- THENCE:** Generally along fence and the upper North line of said 54.473 acres of land, more or less, N 70-58-44 W 60.00 feet to a 5/8" iron pin set 1.04 feet Southwest of a 2" diameter pipe corner post for the upper Northwest corner of said 54.473 acres of land, more or less, and an interior corner of this survey;
- THENCE:** Generally along fence and the upper West line of said 54.473 acres of land, more or less, S 19-01-16 W 1429.70 feet to a 5/8" iron pin set 4.83 feet Northeast of a 2" diameter pipe corner post for an interior corner of said 54.473 acres of land, more or less, and the lower Southeast corner of this survey;

Wiley Good Properties LLC (328.193 Acres) – Page 2

- THENCE: Generally along fence and the North line of said 54.473 acres of land, more or less, the following courses:
- N 77-01-57 W 846.58 feet to a 5/8" iron pin 4.20 feet Southwest of a 2" diameter pipe corner post for an angle point;
 - N 44-50-07 W 97.66 feet to a 2" diameter pipe corner post for an angle point;
 - N 09-11-44 E 152.59 feet to a 2" diameter pipe corner post for an angle point;
 - N 72-03-41 W 195.38 feet to a 2" diameter pipe post for an angle point;
 - N 76-42-01 W 323.44 feet to a 2" diameter pipe post for an angle point; and
 - N 72-18-09 W 375.13 feet to a 5/8" iron pin set for an interior corner of said 54.473 acres of land, more or less, and the middle Southwest corner of this survey;
- THENCE: Along the lower East line of said 54.473 acres of land, more or less, N 12-13-40 E 174.34 feet to a 2" diameter pipe corner post for an angle point, N 14-36-07 E 48.73 feet to a 2" diameter pipe corner post for an angle point, and N 10-53-56 E 32.58 feet to a 5/8" iron pin set for the lower Northeast corner of said 54.473 acres of land, more or less, and an interior corner of this survey;
- THENCE: Along the middle North line of said 54.473 acres of land, more or less, N 77-58-00 W 131.09 feet to a 5/8" iron pin set in fence on the East line of that certain 316.435 acres of land, more or less, described in a Deed to Bladerunner Farms, Inc. from Darby Doguet, et ux, et al, dated April 28, 2016, as recorded in Instrument No. 170704 of the said Official Public Records, for the lower Northwest corner of said 54.473 acres of land, more or less, and a Southwest corner of this survey;
- THENCE: Generally along fence, the West line of said 382.613 acres of land, and the East line of said 316.435 acres of land, more or less, the following courses:
- N 14-14-46 E 1694.93 feet to a 2" diameter pipe corner post for the lower Northwest corner of this survey;

Willey Good Properties LLC (328.193 Acres) --- Page 3

S 76-54-07 E 534.30 feet to a 2" diameter pipe post for an interior corner of this survey;

Leaving fence, N 17-25-48 E 1608.93 feet to a 2" diameter pipe corner post for an interior corner of this survey;

Generally along fence, N 71-18-11 W 476.32 feet to a 2" diameter pipe corner post for a Southwest corner of this survey;

N 17-45-31 E at 952.54 feet pass a 2" diameter pipe corner post, leaving fence and continuing a total distance of 965.67 feet to 5/8" iron pin set for an interior corner of this survey;

N 23-11-35 W 53.43 feet to a 5/8" iron pin set for an interior corner of this survey;

N 67-06-15 W at 16.16 feet pass a 2" diameter pipe corner post, continuing generally along fence a total distance of 616.01 feet to a 2" diameter pipe post for a Southwest corner of this survey;

N 20-16-10 E 1000.32 feet to a 2" diameter pipe post for a Northwest corner of this survey;

N 81-06-40 E 463.64 feet to a 2" diameter pipe corner post for an interior corner of this survey;

N 19-25-57 E 911.70 feet to a 2" diameter pipe corner post for an interior corner of this survey;

N 59-12-09 W 11.62 feet to a 2" diameter pipe corner post for a Southwest corner of this survey; and

N 16-44-07 E 28.65 feet to a 2" diameter pipe corner post on the South R.O.W. line of said F.M. Highway 476, for the upper Northwest corner of said 382.613 acres of land, the upper Northeast corner of said 316.435 acres of land, more or less, and the upper Northwest corner of this survey;

THENCE: Generally along fence, the South R.O.W. line of said F.M. Highway 476, and the North line of said 382.613 acres of land, S 58-34-25 E 2402.61 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

Willey Good Properties LLC (328.193 Acres) – Page 4

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 26th day of June, 2023.


Jonathan H. Rothe

Registered Professional Surveyor No. 6286
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Willey Good Properties LLC

FIELD NOTES TO DESCRIBE

A survey of 38.663 acres of land situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being a portion of that certain 45.666 acres of land described in a Deed to Willey Good Properties LLC from Darby Davis Doguet, et ux, dated August 1, 2019, as recorded in Instrument No. 197894 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 2" diameter pipe corner post on the North R.O.W. line of F.M. Highway 476 for the Southeast corner of said 45.666 acres of land, the Southwest corner of that certain 53.331 acres of land, more or less, described in a Deed to Bladerunner Farms, Inc., from Darby Doguet, et ux, et al, dated April 28, 2016, as recorded in Instrument No. 170704 of the aforementioned Official Public Records from which a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Southwest end of a cutback line connecting the North R.O.W. line of said F.M. Highway 476 and the West line of Red Barn Road bears S 58-40-03 E 608.62 feet;
- THENCE:** Generally along fence, the North R.O.W. line of said F.M. Highway 476, and the South line of said 45.666 acres of land, N 58-30-27 W 853.71 feet to a 1/2" iron pin found for the Southeast corner of that certain 7.00 acres of land described in a Deed to AEP Texas, Inc. from Willey Good Properties, LLC, dated December 22, 2022, as recorded in Instrument No. 230857 of the said Official Public Records, and the lower Southwest corner of this survey;
- THENCE:** Along the Northeast line of said 7.00 acres of land, N 06-12-21 W 627.74 feet to a 1/2" iron pin found for the Northeast corner of said 7.00 acres of land, and an interior corner of this survey;
- THENCE:** Along the Northeast line of said 7.00 acres of land, N 64-32-13 W 492.81 feet to a 1/2" iron pin found in fence on the East line of that certain 7.84 acres of land, more or less, described in a Deed to Minda Hyde from Margie Lynette Alvarado, dated April 3, 2003, as recorded in Volume 230 on Page 505 of the aforementioned Official Public Records, for the Northwest corner of said 7.00 acres of land, and the upper Southwest corner of this survey;
- THENCE:** Generally along fence, the West line of said 45.666 acres of land, and the East line of said 7.84 acres of land, more or less, N 19-30-22 E 802.87 feet to a 5/8" iron pin found by a 2" diameter pipe corner post

Wiley Good Properties LLC (38.663 Acres) – Page 2

for the Northeast corner of said 7.84 acres of land, more or less, the Southeast corner of that certain 32.098 acre tract of land described in a Deed to Rafael H. Cruz, et ux from Calvin W. Evans and Reecie L. Evans, dated March 31, 1999, as recorded in Volume 114 on Page 408 of the said Official Public Records, and an angle point of this survey;

THENCE: Along the West line of said 45.666 acres of land and the East line of said 32.098 acre tract of land, N 18-35-10 E 342.55 feet to a 5/8" iron pin set for the Northwest corner of said 45.666 acres of land, the Southwest corner of that certain 117.13 acre tract of land described in a Deed to Turfgrass America, LP from Thomas Bros. Grass, Ltd., dated March 15, 2004, as recorded in Volume 273 on Page 622 of the said Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence, the North line of said 45.666 acres of land, and the South line of said 117.13 acre tract of land, S 72-08-38 E at 16.29 feet pass a 2" diameter pipe corner post and continuing a total distance of 569.11 feet to a 2" diameter pipe post for an angle point and S 71-59-00 E 538.18 feet to a 5/8" iron pin set in fence for the Northeast corner of said 45.666 acres of land, the Northwest corner of said 53.331 acre tract of land, and the Northeast corner of this survey;

THENCE: Along the East line of said 45.666 acres of land and the West line of said 53.331 acres of land, more or less, the following courses:

S 21-28-40 W 842.01 feet to a 10" diameter creosote post for an angle point;

Generally along fence, S 20-53-36 W 199.73 feet to a 10" diameter creosote post for an angle point;

S 16-57-07 W 99.65 feet to a 10" diameter creosote post for an angle point;

S 09-40-00 W 89.66 feet to a 10" diameter creosote post for an angle point;

S 06-40-22 W 110.70 feet to a 10" diameter creosote post for an angle point;

S 01-12-19 E 99.55 feet to a 10" diameter creosote post for an angle point;

Wiley Good Properties LLC (38.663 Acres) – Page 3

S 09-29-57 E 199.39 feet to a 10" diameter creosote post for an angle point;

S 15-12-36 E 99.75 feet to a 10" diameter creosote post for an angle point;

S 22-52-20 E 199.46 feet to a 10" diameter creosote post for an angle point;

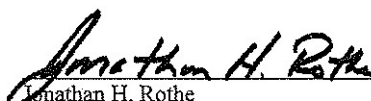
S 28-59-49 E 100.18 feet to a 10" diameter creosote post for an angle point;

S 44-55-23 E at 89.92 feet pass a 2" diameter pipe corner post, leaving fence and continuing a total distance of 100.45 feet to a 5/8" iron pin set for an angle point; and

S 26-15-12 W at 8.48 feet pass 1.00 foot East of a 2" diameter pipe corner post, continuing generally along fence a total distance of 26.39 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 26th day of June, 2023.


Jonathan H. Rothe
Registered Professional Surveyor No. 6286
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160

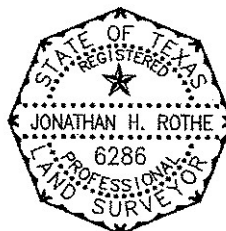
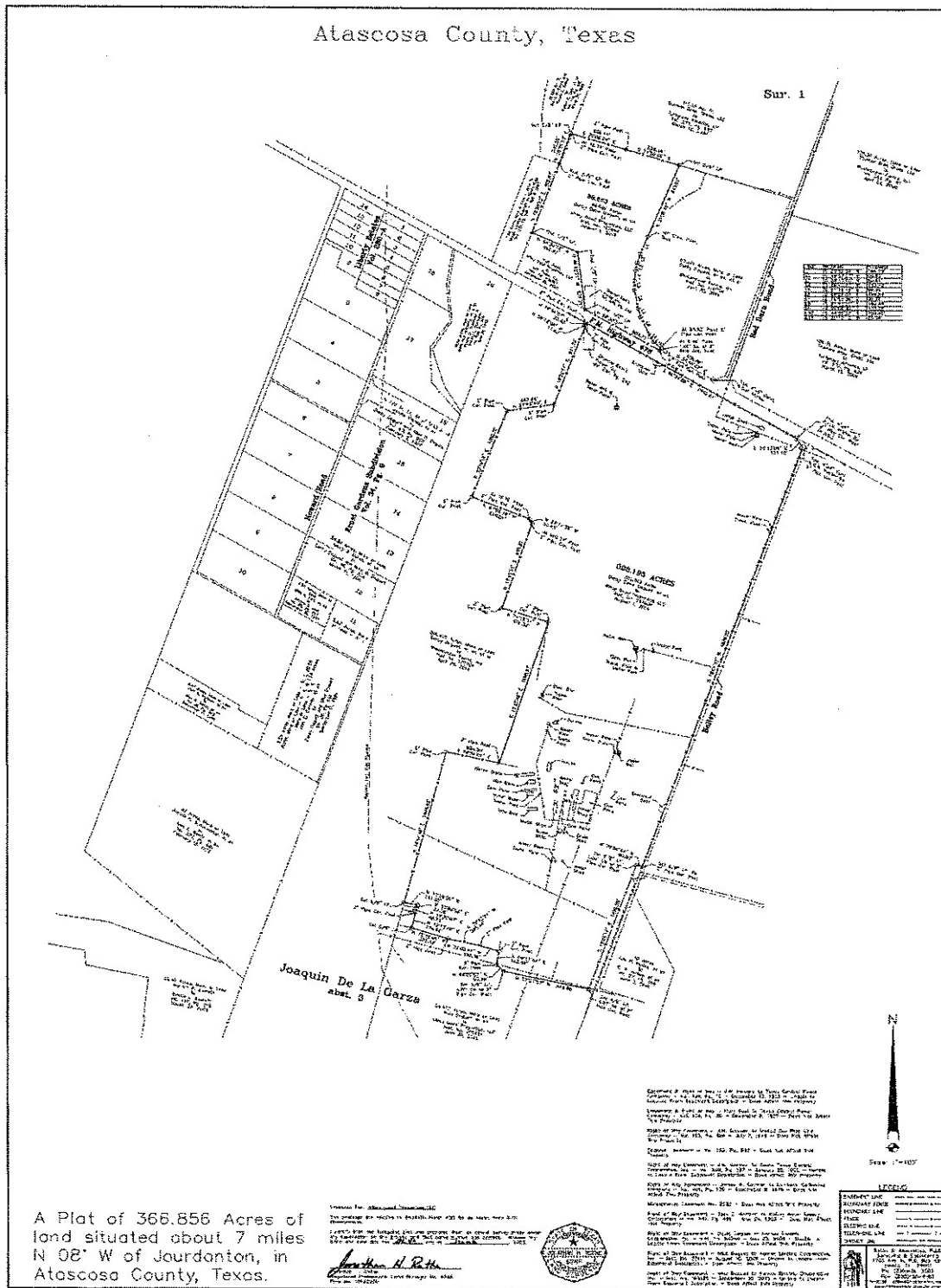


EXHIBIT B – SURVEY PLAT



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

NON EXCLUSIVE FARM WATER IRRIGATION FACILITY
EASEMENT AGREEMENT
(the "Agreement")

THE STATE OF TEXAS	§
	§
COUNTY OF ATASCOSA	§

KNOW ALL MEN BY THESE PRESENTS: That, **WILLEY GOOD PROPERTIES, LLC**, ("Grantor"), a Texas limited liability company, whose mailing address is P.O. Box J, Nome, Texas 77629, for other good and valuable consideration, **DOGUET HOLDINGS, INC.**, a Texas corporation, whose mailing address is 1602 Continental Dr. W., Pleasanton, Texas 78064, hereinafter called Grantee, the receipt of which is hereby acknowledged, and the further consideration of the covenants and agreements of Grantee as hereinafter set forth, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, with the restrictions and upon the covenants and conditions below stated:

Certain non-exclusive easements on, over and across (as the case may be) the locations of Grantor's Property (defined below) described by the surveys attached and incorporated as **Exhibits 1.1, 2.1, and 5.1** hereto, and as generally shown on the easement areas depicted on **Exhibits 6 and 7.1** to be surveyed, to maintain, inspect, operate, protect, repair, alter, replace, change, and remove the irrigation water facilities described and depicted on the attached and incorporated descriptions and photographs at **Exhibits 1.2, 2.2, 5.2 and 7.2** hereto (collectively, the "Irrigation Facilities") and to construct access and egress easements to the Irrigation Facilities in the locations generally depicted in red on the attached and incorporated **Exhibit 6** (collectively, the "Facilities Access Easements"), solely for the agricultural purposes of producing, storing, and transporting ground and/or surface water (as the case may be) to irrigate Grantee's adjoining/adjacent turf grass farm (hereinafter referred to as the "Permitted Purposes") (collectively, the "Easements"). Said Easements are on, across, under and along that certain tract of land in Atascosa County, Texas, more fully described on the attached **Exhibit A**, which is incorporated herein by reference (the "Property"). No above and/or below ground facilities and/or appurtenances shall be installed upon the Easements except as currently existing and/or described and/or depicted on **Exhibits 1.1, 1.2, 2.1, 2.2, 5.1, 5.2, 7.1 and 7.2**, absent Grantor's prior written consent.

A temporary right-of-way and easement to be used during construction of the Facilities Access Easements contemplated hereby as shown on **Exhibit 3**, which right-of-way and easement shall revert to Grantor within (12) months after the Effective Date of this Agreement (the “Temporary Access/Egress Easement”).

The Easements and the Temporary Access/Egress Easement (also sometimes collectively referred to as the “Easements”) are summarized on **Exhibit B**, attached hereto and incorporated herein.

Grantor and Grantee are also sometimes individually referred to as a “party” and collectively as “parties”.

All granted rights and Easements are made subject to any and all present easements, mineral leases, and other encumbrances of record or discoverable from a reasonable inspection and subject to any and all presently existing and recorded farm, hunting, ranching, and other leases.

If these Easements encroach on any other person’s currently existing right-of-way space in any way, then Grantee agrees that it will obtain permission from any such person(s) before using same and that it will indemnify and hold Grantor harmless from and against any and all “Claims” and “Losses” (as hereinafter defined) arising out of or connected with any such encroachment. “Claims” and “Loss” or “Losses” as used in this Agreement means all valid administrative proceedings claims and/or losses (including fines and penalties) of all kinds and descriptions. Included are all claims and/or losses regardless of how such claims and/or losses may be characterized, including, without limitation, loss of life, personal injury and/or property damages of all kinds and descriptions; liabilities of all kinds and descriptions; losses of all kinds and descriptions; demands of all kinds and descriptions; liens, privileges, and other encumbrances of all kinds and descriptions; causes of action of any kind or description (including action in rem or in personam, at law, or in equity); obligations of any kind or description; costs of any kind or description; judgments of any kind or description; interest of any kind or description; and awards of any kind or description, whether created by law, contract, tort, voluntary settlement, arbitration, mediation or otherwise, including all such claims that might be brought by (or the losses suffered by) spouses, heirs, survivors or legal representatives, successors and assigns (collectively referred to as the “Claims” or “Claim”).

TO HAVE AND TO HOLD the above granted rights and Easements together with, all and singular, the privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns for the purposes herein granted (subject to the above and below early termination and abandonment provisions and other terms, covenants and conditions in this Agreement), with no right to use any other part of the Property.

The use of these Easements is restricted solely to the Permitted Purposes. The term of this Agreement and the Easements within shall be, unless otherwise stated herein, from the “Effective Date” of this Agreement until September 1, 2029 (the “Expiration Date”), subject to the renewal option pursuant to the terms and conditions in **Exhibit C** attached hereto and incorporated herein. Failure to use the Easements for the Permitted Purposes for 24 consecutive months shall result in an automatic forfeiture and termination of all rights and Easements granted herein as provided in paragraph 27 below.

Should Grantee and/or its contractors trespass upon Grantor's Property outside of the Easements, and/or the Temporary Access/Egress Easement after such applicable easement(s) have terminated, in addition to and without waiver of any other lawful remedy available to Grantor, Grantee shall owe and promptly pay Grantor (or, if leased, to Grantor's tenant), within thirty (30) days of receipt of notice of a violation, for any and all damages incurred as a result of each violation.

Notwithstanding that the term of the Temporary Access/Egress Easement shall be for a period to extend (12) months from the Effective Date of this Agreement, if Grantee has completed its construction of the Facilities Access Easements prior to such (12) month period and so states in writing, then the Temporary Access/Egress Easement shall terminate as of such date of such statement (the "Termination Date of the Temporary Access/Egress Easement").

The above granted rights and Easements are subject to the following additional terms, conditions and covenants:

1. After the Effective Date (defined above the signatures below), Grantee shall not enter Grantor's Property until Grantee has given Grantor an original of this Agreement executed and acknowledged by an authorized officer of Grantee.

2. Grantee shall give Grantor at least four (4) days' notice before Grantee (or someone acting on Grantee's behalf) begins any digging, construction, and/or excavation activities and (48) hours' notice of maintenance activities on the Irrigation Facilities (except in emergencies). For purposes of any digging, construction or maintenance activities, notice by telephone to the numbers listed under Paragraph 22 will be deemed sufficient.

3. Grantee agrees that if it (or someone acting on Grantee's behalf) engages in any construction, digging or excavation activities authorized under this Agreement, topsoil will be removed first and placed to one side of the construction or excavation area. When Grantee (or someone acting on Grantee's behalf) has completed the construction, excavation or digging activities, the subsoil and topsoil will be returned to the surface of the Easement area excavated, unless otherwise agreed by Grantor such as in the case of a pond or tank, provided that Grantee (or someone acting on Grantee's behalf) will remove any large rocks from such Easement area and off of the Property to an area designated by Grantor.

4. Grantee shall prevent injury to any hay, crops, and livestock on the Property, and shall, during construction and use of the Easements granted under this Agreement, maintain livestock crossings at its Easement areas, where livestock can be foreseeably injured, acceptable to Grantor so that Grantor's livestock may freely cross the same. Additionally, Grantee, at Grantee's sole expense, shall construct and install, within three (3) months of the Effective Date, and shall also maintain livestock proof fencing acceptable to Grantor, around Grantee's Access Facilities Easements. Grantee shall provide Grantor with proof of such construction and installation of livestock proof fencing within seven (7) days of completion of such construction and installation. Grantee shall at all times keep the premises of the Easements in a safe and clean condition and shall not scatter or allow the scattering of any type of waste, broken equipment, used cans or containers. Trees and brush removed

from the Easements, if any, shall be pushed into piles at intervals along the side of the Easements and shall be chipped into mulch and spread evenly over the Easements, on or before thirty (30) days after completion of the tree and brush removal activities, except in cases of force majeure. HOWEVER, NEITHER GRANTEE NOR ANYONE ACTING ON GRANTEE'S BEHALF MAY USE ANY HERBICIDES OR OTHER CHEMICALS TO KILL AND REMOVE SUCH TREES AND BRUSH. Grantee shall fully restore and level the surface of the Property pertaining to the Easements to as nearly as reasonably possible as it was prior to any construction or other operations under this Agreement so that there will not be any permanent mounds, ridges, sinks, or trenches left by any of the operations and/or activities of Grantee or anyone acting on Grantee's behalf, except as described and/or depicted in **Exhibits 1.1, 1.2, 2.1, 2.2, 5.1, 5.2, 7.1 and 7.2.**

5. Grantee shall, to the extent permitted under the rights and Easements granted herein, fully restore to at least as good condition as same were prior to any of Grantee's operations and activities, all private roads permitted, drainage or irrigation ditches, stock tanks, creeks, and other improvements of Grantor, if any, disturbed or damaged by any of the operations and activities of Grantee or anyone acting on Grantee's behalf hereunder, both during and after the term of the Easements. During any excavation, construction, and/or digging activities hereunder, Grantee will provide Grantor access across the Easement where same crosses any private roads. Grantee shall pack the excavated top soil fill in the Facilities Access Easements in such a manner as to make the fill substantially firm after settling during the six (6) month period after completion of the construction of the Facilities Access Easements.

6. Grantee shall promptly restore and replace any and all damaged fences, crops, hay, or other animal containing installations on Grantor's Property arising out of Grantee's exercise of any of the rights and Easements granted in this Agreement. If it is necessary to cut fences, whether exterior or interior, Grantee agrees that prior to cutting any such fence, Grantee shall procure Grantor's prior written consent and, further, in order to brace any such fence install "H" braces on each side of the right-of-way and applicable Easement area. Each "H" brace shall be constructed from three (3) 10-foot corner-type posts with at least 10-inch tops sunk five (5) feet deep in the ground and with two (2) 7-foot brace pipes on each side, constructed with four (4) strands of gaucho wire placed at the same intervals as existing fence to prevent the remainder of the fence from sagging, slackening or damage. A wire gap shall be installed, located and attached to the two (2) "H" braces and all gaps are to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap shall be removed and replaced with a gate acceptable to Grantor. The gate will be constructed out of similar or better grade materials than are already used for existing gates on the Property. The gates shall at all times be kept in good state of repair by Grantee at Grantee's sole expense. Each entry and exit gate shall be securely closed and locked except when Grantee or its authorized personnel are actually passing through same.

7. Grantee shall bore under all stock tanks, creeks or streams traversed by any of the Easements granted herein and bury all underground facilities not currently existing on the Easements to a minimum depth of forty-eight inches (48") from the bottom of the apparent water line of such water bodies, and all other underground facilities shall be buried to a minimum depth of forty-two inches (42") from the surface of the existing ground level at completion of construction.

8. Grantee shall pay Grantor for any and all damage to Grantor's Property installations arising from or in connection with Grantee's construction, maintenance, and operation of any of the Easements, based upon the then going replacement rate therefore.

9. For any injury to and/or loss of Grantor's livestock, if caused by Grantee (or anyone acting on Grantee's behalf) in connection with any use of the Easements, activities, or operations under this Agreement, Grantee shall immediately pay Grantor the following damages:

(a) For Grantor's Registered Herd:

- (i) \$1,500 for each calf which is injured or killed;
- (ii) \$3,500 for each cow which is injured or killed;
- (iii) \$10,000 for each bull which is injured or killed; and
- (iv) \$10,000 for each horse which is injured or killed.

(b) For Grantor's Commercial Herd:

- (i) \$1,000 for each calf which is injured or killed;
- (ii) \$2,500 for each cow which is injured or killed;
- (iii) \$7,500 for each bull which is injured or killed; and
- (iv) \$10,000 for each horse which is injured or killed.

10. Grantee shall inspect the Easements and Temporary Access/Egress Easements within six (6) months of completion of installation of any excavation or digging activities and, at Grantor's request, refill and repair any sinking backfill and level the land to as nearly as reasonably possible to its original contour. Grantee agrees to employ means as necessary and satisfactory to Grantor to prevent erosion occasioned by use and operation, and to control drainage of water across and along the Easements.

11. Grantee shall obtain any and all required federal, state, or local permits, needed to lawfully construct and operate the Facilities contemplated hereunder, and shall comply with all applicable federal, state, and local laws, regulations and ordinances and shall indemnify and hold Grantor and Grantor Group (as defined below) harmless from and against any and all Claims and Losses for failure to do so.

12. Grantee shall furnish Grantor an as-built survey and plat prepared by a licensed and duly registered surveyor showing the exact location of the Easements referred to in **Exhibits 1.1, 1.2, 2.1, 2.2, 5.1, 5.2, 7.1 and 7.2** and in the Facilities Access Easements referred to in **Exhibit 6** after same have been installed and completed, and the parties agree that this Agreement shall be amended by incorporating such surveys and plats. Grantor is authorized to amend this Agreement to attach and incorporate the same, and to sign, acknowledge and record a memorandum of the same in the official property records of Atascosa County, Texas.

13. There shall be no hunting or fishing on the Easements or any of Grantor's Property by Grantee, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the Easements, or Grantor's Property by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

14. Grantee's Additional Indemnity Obligations.

(a) General Indemnity. Grantee agrees to PROTECT, RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Grantor, its members, employees, consultants, legal representatives, insurers, successors and assigns (the "Grantor Group") from and against any and all Claims and/or Losses (as defined and above) for bodily injury to or death of any member of or damage to property of Grantor Group, arising out of or related, whether directly or indirectly, to the acts or omissions of Grantee and related to: (i) the rights and Easements granted herein, (ii) any operations connected with the subject matter of this Agreement; and/or (iii) the ingress, egress, loading or unloading of cargo or personnel or any presence on any premises, related to this Agreement (whether land, building, vehicle, equipment, vessel or otherwise) owned, operated, chartered, leased, used, controlled or hired by Grantee; and expressly including any and all Claims and/or Losses actually or allegedly caused by any negligence, fault or strict liability (of whether nature or character) of Grantee Group (as defined in paragraph 17 below) or any other person or entity. **IT IS THE EXPRESS INTENTION OF THE PARTIES, BOTH GRANTOR AND GRANTEE, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT GRANTOR GROUP FROM THE CONSEQUENCES OF GRANTOR GROUP'S OWN NEGLIGENCE, FAULT OR STRICT LIABILITY, WHETHER THAT NEGLIGENCE, FAULT OR STRICT LIABILITY IS THE JOINT OR CONCURRING CAUSE OF THE INJURIES OR DEATH OR PROPERTY DAMAGE, PROVIDED, HOWEVER, THAT GRANTEE SHALL NOT BE LIABLE TO GRANTOR TO THE EXTENT ANY CLAIM IS CAUSED BY OR RESULTS FROM GRANTOR'S OR GRANTOR GROUP'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(b) Environmental Liability. Grantee shall be liable for and agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Grantor Group from and against any and all Claims and/or Losses for costs to control and remove leaks, spills or other discharges of pollutants or contaminants (including, without limitation, fuels, lubricants, motor oils, waste water, pipe dope, paints, solvents, petroleum products and garbage) emanating from Grantee's Facilities and/or any member of Grantee Group's (as defined in paragraph 17 below) equipment **REGARDLESS OF CAUSE THEREOF, INCLUDING, BUT NOT LIMITED TO, THE JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF GRANTOR GROUP OR ANY OTHER PERSON; PROVIDED, HOWEVER, THAT GRANTEE SHALL NOT BE LIABLE TO GRANTOR TO THE EXTENT ANY CLAIM IS CAUSED BY OR RESULTS FROM GRANTOR'S OR GRANTOR GROUP'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(c) Construction and Enforceability. To the extent permitted by applicable law, the indemnity and insurance provisions contained herein shall be liberally construed.

The parties agree that the above-described indemnities shall be supported by insurance, but such types and amounts of insurance shall not limit Grantee's indemnity obligations as herein provided.

(d) Notice of Claims. Grantee shall notify Grantor of any Claim that may be presented to or served upon it arising out of or as a result of the rights and Easements, granted herein.

15. Insurance Requirements. Throughout the term of this Agreement, Grantee shall, at its sole cost and expense, carry and maintain with duly qualified insurance companies, the insurance described below, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Agreement but at levels not less than the minimums indicated below.

- (a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million (\$1,000,000) disease policy limit.
- (b) Commercial General Liability Insurance bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$3,000,000 per occurrence and in the annual aggregate.
- (c) Commercial Automobile Insurance covering owned, hired, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- (d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in 1, b and c above with a combined limit of \$5,000,000 per occurrence.

To the extent of the liabilities assumed hereunder by Grantee, all policies of Grantee in any way related to this Agreement shall provide that they are primary with respect to any other policies providing coverage to any member of Grantor Group, waive subrogation against Grantor Group, and provide for thirty (30) days advance written notice to Grantor for any cancellation or material change (ten (10) days if due to non-payment of premium) to become effective; the Certificate of Insurance shall reflect this fact. All policies of Grantee in any way related to this Agreement (other than Workers' Compensation/Employer's Liability) shall, to the extent of the liabilities assumed hereunder by Grantee, name Grantor Group as additional insureds including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) ongoing operations, (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent. Any insurance requirements are not intended to limit, in any way, the indemnity obligations set forth herein.

16. Permits and Licenses. Grantee represents and warrants that Grantee (i) has procured all hauling and other operating and construction permits and licenses, paid all related charges and fees, and given all notices necessary to the due and lawful prosecution of the Easements and activities contemplated in this Agreement, (ii) shall obtain and pay for all necessary permits and licenses and comply with all applicable governmental laws, rules, regulations, ordinances and directives applicable to Grantee (or any persons or entities performing any duties or obligations of Grantee hereunder) in connection with qualifying for and using the Easements and performing the activities contemplated in this Agreement.

17. Controlled Substances. The unlawful possession or use or manufacture, distribution, or transfer of any illegal drug or controlled substance is prohibited at and/or on Grantor's Property. The violation of such prohibition by Grantee or by any other officer, partner, member, employee, contractor and/or subcontractor of Grantee ("Grantee Group") may, at Grantor's option, be deemed to be a material breach of this Agreement. Any member of Grantee Group who violates this prohibition or who is at work at Grantor's Property under the influence of controlled substances shall be subject to immediate removal from Grantor's Property and such removal shall not constitute any cause for a Claim against Grantor by any member of Grantee Group.

18. Hazardous Chemicals. Grantee shall not, without written permission of Grantor, bring onto Grantor's Property any hazardous chemicals and/or substances, and upon receiving such permission shall first notify Grantor as to the identity, location and any suggested appropriate protective measures for the hazardous chemicals and substances and, further, upon Grantor's request shall provide any appropriate Material Safety Data Sheets (MSDS) for such hazardous chemicals and substances.

19. Invitees Prohibited. Grantee shall not, without prior written permission of Grantor, invite, permit entry, or bring any person onto Grantor's Property who is not an employee, officer, member, contractor or subcontractor of Grantee or of any entity that may be an affiliate of Grantee.

20. Relationship with Grantor. Grantee shall conduct its relationship with Grantor and Grantor Group in a fair, equitable and ethical manner consistent with all applicable laws and good business practices.

21. Incident Reporting. As soon as practicable (but not later than 48 hours after the occurrence of same), Grantee shall, on behalf of itself and Grantee Group, report to Grantor, or Grantor's representative, all accidents or occurrences occasioned by Grantee or the Grantee Group and resulting in (i) injuries to agents, representatives and/or employees of Grantee and/or to third parties (including, without limitation, subcontractors of Grantee and their respective agents, representatives and employees), or (ii) damage to property that arises out of or during the course of operations of Grantee or subcontractors of Grantee under this Agreement. If an accident involves loss of life, serious injury or substantial property loss or damage, notice thereof shall be provided to Grantor as provided in Paragraph 22. Upon request by Grantor, Grantee shall once it has completed its investigation furnish Grantor with a copy of all non-privileged and public reports concerning those accidents and occurrences that are made by Grantee to Grantee's insurer, to a government agency or to others in connection with any operations under this Agreement

22. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered by courier, mail, facsimile or electronic mailing, to the party to be notified at the addresses set forth below, or such other address as may be designated forty-eight (48) hours prior thereto by notice to the other party. Notices shall be deemed given when received by the party to be notified; provided, however, that notices received after 5:00 p.m. or on a non-business day shall be deemed to be given the following business day; provided, however, that if notice cannot be given after reasonable effort at such address, such notice shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

Grantor:
Willey Good Properties, LLC
Attn: Matthew Willey
Telephone: 409-781-7320
[REDACTED]

P.O. Box J,
Nome, Texas 77629

With a copy to:
Pickett Law Group, PLLC
Attn: Cynthia Pickett
713-221-3760
[REDACTED]

3050 Post Oak Blvd., Ste. 620
Houston, Texas 77056

Grantee:
Doguet Holdings, Inc
Attn: David Doguet
Telephone: 830-276-4455
[REDACTED]

1602 Continental Dr. W.
Pleasanton, Texas 78064

With a copy to:
Louis A. Vetrano, Jr.
[REDACTED]
210-862-5786

23. **Choice of Law.** To the maximum extent permitted by law, the laws of the State of Texas (without regard to any conflicts of law rules that would direct or refer to the laws of a different jurisdiction) shall govern the validity, construction and enforcement of this Agreement and the rights and obligations of the parties hereunder.

24. **Venue.** With respect to any dispute related to this Agreement, Grantor and Grantee agree that venue shall lie exclusively in either the United States courts or the courts of the State of Texas that are located in Houston, Harris County, Texas; provided, however that the foregoing shall not be construed to limit the rights of a party to enforce a judgment or order from a Harris County court in another jurisdiction.

25. The rights and easements herein granted are not exclusive. Grantor shall have the right to grant other easements to other persons from time to time, providing, however, that same do not unreasonably interfere with Grantee's operations and rights hereunder.

26. Grantor has not inspected the condition of the above-described Property. Grantee, however, is on notice that there may be electrical utility lines and facilities as well as pipelines, if any, below the ground. Therefore, this Agreement is further conditioned upon Grantee's, agreeing to enter the Property on an "AS IS"/ "WITH ALL FAULTS" basis and at its sole risk. Grantee shall have the sole responsibility for determining the location of existing pipelines and electrical utility lines and facilities. **GRANTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER**

EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF TITLE OR MERCHANTABILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

27. It is specifically agreed that in the event Grantee fails to furnish the agreed surveys and complete the construction of any Irrigation Facilities not presently existing but contemplated hereunder for reasons not excused by any events of force majeure within twenty-four (24) months, unless otherwise specifically stated herein, from the Effective Date of this Agreement, then, all rights respecting the applicable Easements pertaining to such to-be-constructed Irrigation Facility is granted hereunder shall thereupon cease and revert to Grantor (the "Easement Termination").

28. Upon termination of the Easements (or any of them), Grantee shall, at Grantor's sole option and Grantee's sole expense, either properly remove or abandon the Facilities in place within three (3) months of the termination and/or fully restore the Easement area and Irrigation Facilities to the same condition they were in **prior to termination**. In the event Grantee fails to properly remove or fails to abandon same in accordance with applicable state and federal laws, regulations, ordinances and/or directives, if any, within three (3) months after termination of the Easements (or any of them), then if Grantor so elects, Grantor may remove the facilities and other equipment or abandon it in place and level and restore the surface of the Easement area at Grantee's sole expense.

29. Grantor may use the Property covered by the Easements granted herein for any and all purposes not inconsistent with the purposes set forth in these Easements. Grantor's uses may include but shall not be limited to for agricultural, open space, set-back, density, street and private road purposes.

30. GRANTEE UNDERSTANDS AND AGREES THAT GRANTOR'S PROPERTY IS SUBJECT TO AN AGRICULTURAL EXEMPTION AND AGREES NOT TO DO ANYTHING TO JEOPARDIZE SUCH EXEMPTION. IF IT DOES SO, GRANTEE SHALL PROTECT, RELEASE, INDEMNIFY, AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL TAX RELATED CLAIMS AND LOSSES (INCLUDING BUT NOT LIMITED TO FOR ROLL BACK TAXES). Grantee shall be responsible for and shall pay any applicable taxes, assessments, and/or fees assessed against the Irrigation Facilities or any of Grantee's structures or improvements on Grantor's Property as invoiced by Grantor with reasonable support, PROVIDED, HOWEVER, GRANTEE WAIVES ALL RIGHTS PURSUANT TO ANY AND ALL APPLICABLE LAWS, REGULATIONS, CODES TO CONTEST ANY TAXES OR LEVIES OR PROTEST APPRAISED VALUES OR RECEIVE NOTICE OF REAPPRAISAL REGARDING THE PROPERTY (INCLUDING WITHOUT LIMITATION ANY IRRIGATION FACILITIES ON THE EASEMENTS), IRRESPECTIVE OF WHETHER LANDLORD CONTESTS SAME.

31. Renewal Option. Grantee shall have an option to renew and extend this NON EXCLUSIVE FARM WATER IRRIGATION FACILITY EASEMENT in accordance with the renewal option terms and conditions set forth on **Exhibit C** attached hereto and incorporated herein.

32. Miscellaneous.

(a) Entire Agreement; Amendments; Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, discussions, agreements and understanding, whether oral or written, relating to such subject matter. This Agreement may not be amended and no rights hereunder may be waived except by a written document signed by Grantor and Grantee. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereto (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(b) Interpretation. The parties agree that each has had the opportunity to review this Agreement and seek advice of counsel and that this Agreement shall not be construed against one party or the other as the drafter of this Agreement.

(c) Assignment. Grantee shall not assign or subcontract any obligations under this Agreement, nor any rights or easements granted herein, without Grantor's prior written consent. No assignment or Grantor's consent to any such assignment or subcontract shall relieve Grantee, or its insurers, of any liability for the full and faithful performance of this Agreement according to all its terms and conditions. Any such assignment or subcontract shall be made subject to all terms and conditions of this Agreement and no such assignment or subcontract shall ever be construed to limit, decrease, or increase any of the rights or obligations of Grantor hereunder.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(e) Applicability. Notwithstanding anything in this Agreement to the contrary, Grantee's assignees, subcontractors, agents and representatives and their respective employees shall be bound by and subject to all of the terms and provisions of this Agreement (including but not limited to, any insurance obligations and indemnity provisions) and Grantee shall be liable to Grantor for any breach thereof by any of the foregoing as if such breach had been committed by Grantee.

(f) Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the liability, indemnity, and warranty provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the parties and/or enforce such rights and obligations.

(g) Authority of Executing Parties. Each of the persons executing this Agreement represent and warrants that they have full right and authority to execute this instrument on behalf of Grantor or Grantee, respectively, and to legally bind such party to the fulfillment of all the provisions hereof.

(h) Savings Clause. If any provision of this Agreement is held to be partially or completely contrary to any applicable federal, state, and local laws, regulations and ordinances or otherwise unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof.

(i) Further Assurances. The parties agree to perform such further acts and to execute and deliver such further documents that may be necessary or appropriate to carry out the purposes of this Agreement.

(j) Recording. It is agreed that this Agreement shall not be filed in any public records, absent mutual written agreement of the parties. In lieu of filing this Agreement for record, GRANTOR and GRANTEE agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

(k) Attorney's Fees. Should Grantee or Grantor retain an attorney or attorneys to enforce any of the provisions hereof, the prevailing party in any legal proceedings shall be entitled to recover all reasonable costs, charges and expenses, including reasonable attorney's fees, expended or incurred in connection therewith.

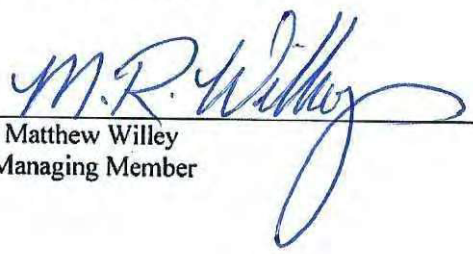
(l) Counterparts; Copy Deemed Original. This Agreement may be signed in counterpart or multiple originals, each of which shall together constitute but one and the same Agreement. A photo, facsimile and/or electronic copy of this signed Agreement and of any signature or initial hereon is for all purposes deemed original.

IN WITNESS WHEREOF, this Agreement is executed effective this the 1st day of April, 2025 (the "Effective Date").

[signatures appear on the following page]

GRANTOR:

WILLEY GOOD PROPERTIES, LLC

By 
Name: Matthew Willey
Title: Managing Member

4/1/25

GRANTEE:

DOGUET HOLDINGS, INC.

By 
Name: David Doguet
Title: President

4-1-25

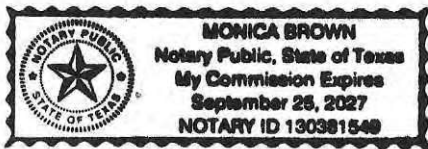
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Jefferson

§
§

This instrument was acknowledged before me on April 1, 2025, by Matthew Willey as Managing Member of Willey Good Properties, LLC, a Texas limited liability company on behalf of said LLC.



Monica Brown

Notary Public, State of Texas

My Commission Expires: September 28, 2027

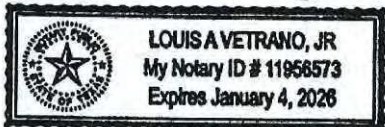
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Atascosa

§
§

This instrument was acknowledged before me on April 1, 2025, by David Doguet as President of Doguet Holdings, Inc., a Texas corporation on behalf of said corporation.



[Signature]

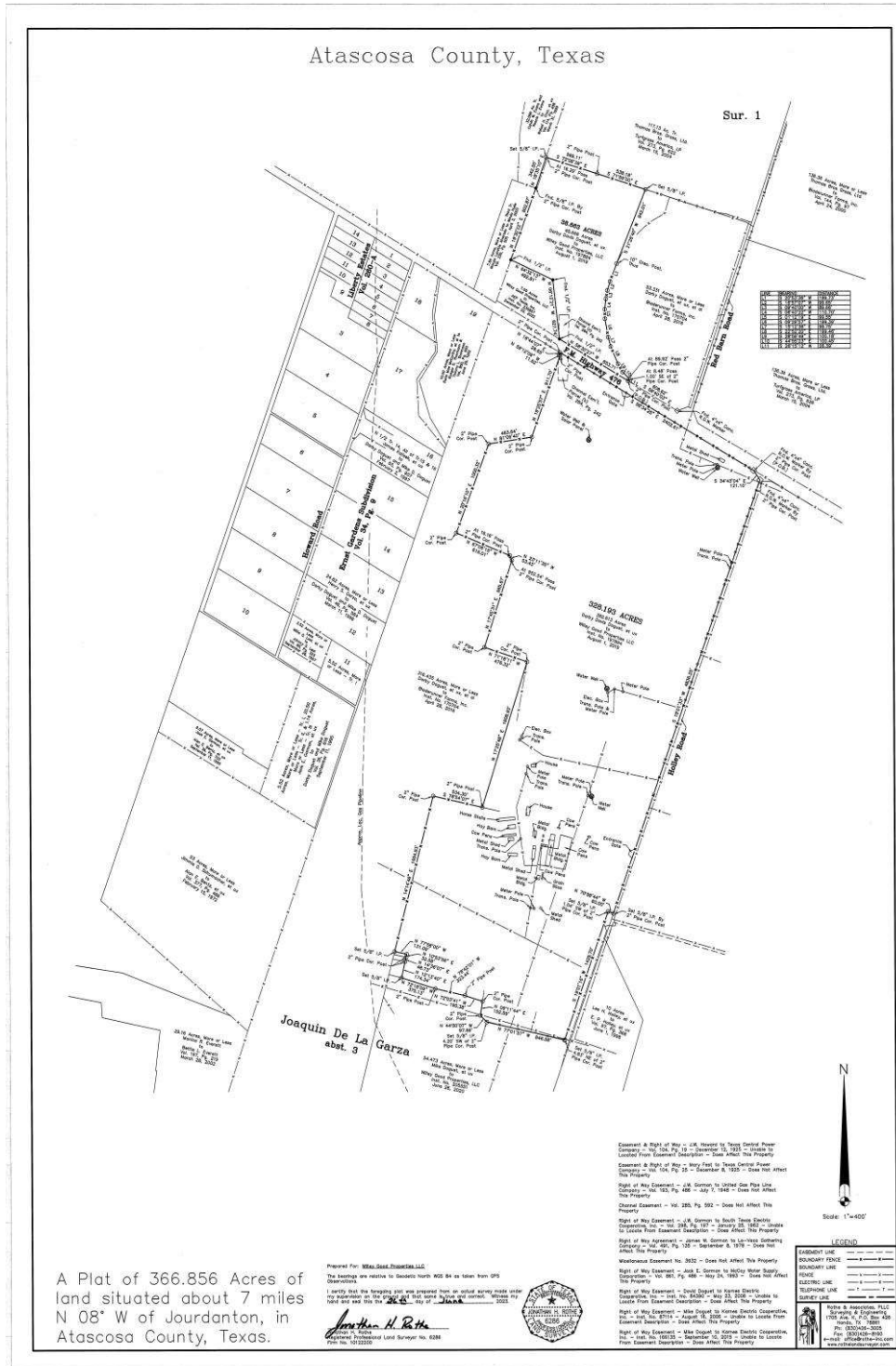
Notary Public, State of Texas

My Commission Expires: 1-4-26

EXHIBIT LIST

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Property – 366.856 acres
1.1	Easement 1 survey plat and legal description.
1.2	Easement 1 photos and description.
2.1	Easement 2 survey plat and legal description.
2.2	Easement 2 photos and description.
3	Temporary Access/Egress Road
4.1	Intentionally Omitted
4.2	Intentionally Omitted
5.1	Easement 5 survey plat and legal description.
5.2	Easement 5 photos and description.
6	Facilities Access Easements
7.1	Easement 7 survey plat and legal description (<i>To be surveyed</i>).
7.2	Easement 7 photos and description.
B	Summary of Easements
C	Renewal Option

366.856 acres



THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Willey Good Properties LLC

FIELD NOTES TO DESCRIBE

A survey of 328.193 acres of land situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being a portion of that certain 382.613 acres of land, more or less, described in a Deed to Willey Good Properties LLC from Darby Davis Doguet, et ux, dated August 1, 2019, as recorded in Instrument No. 197894 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Northwest end of a cutback line connecting the South R.O.W. line of F.M. Highway 476 and the West line of Holley Road for the upper Northeast corner of said 382.613 acres of land, and the upper Northeast corner of this survey;
- THENCE: Generally along fence, the Northeast line of said 382.613 acres of land, and along said cutback line, S 34-43-04 E 121.10 feet to a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Southeast end of said cutback line for the lower Northeast corner of said 382.613 acres of land, and the lower Northeast corner of this survey;
- THENCE: Generally along fence, the West line of said Holley Road, and the East line of said 382.613 acres of land, S 19-01-33 W 4836.25 feet to a 5/8" iron pin found by a 2" diameter pipe corner post for the upper Northeast corner of that certain 54.473 acres of land, more or less, described in a Deed to Willey Good Properties LLC from Mike Doguet, et ux, dated June 26, 2020, as recorded in Instrument No. 205551 of the aforementioned Official Public Records, and the upper Southeast corner of this survey;
- THENCE: Generally along fence and the upper North line of said 54.473 acres of land, more or less, N 70-58-44 W 60.00 feet to a 5/8" iron pin set 1.04 feet Southwest of a 2" diameter pipe corner post for the upper Northwest corner of said 54.473 acres of land, more or less, and an interior corner of this survey;
- THENCE: Generally along fence and the upper West line of said 54.473 acres of land, more or less, S 19-01-16 W 1429.70 feet to a 5/8" iron pin set 4.83 feet Northeast of a 2" diameter pipe corner post for an interior corner of said 54.473 acres of land, more or less, and the lower Southeast corner of this survey;

- THENCE: Generally along fence and the North line of said 54.473 acres of land, more or less, the following courses:
- N 77-01-57 W 846.58 feet to a 5/8" iron pin 4.20 feet Southwest of a 2" diameter pipe corner post for an angle point;
 - N 44-50-07 W 97.66 feet to a 2" diameter pipe corner post for an angle point;
 - N 09-11-44 E 152.59 feet to a 2" diameter pipe corner post for an angle point;
 - N 72-03-41 W 195.38 feet to a 2" diameter pipe post for an angle point;
 - N 76-42-01 W 323.44 feet to a 2" diameter pipe post for an angle point; and
 - N 72-18-09 W 375.13 feet to a 5/8" iron pin set for an interior corner of said 54.473 acres of land, more or less, and the middle Southwest corner of this survey;
- THENCE: Along the lower East line of said 54.473 acres of land, more or less, N 12-13-40 E 174.34 feet to a 2" diameter pipe corner post for an angle point, N 14-36-07 E 48.73 feet to a 2" diameter pipe corner post for an angle point, and N 10-53-56 E 32.58 feet to a 5/8" iron pin set for the lower Northeast corner of said 54.473 acres of land, more or less, and an interior corner of this survey;
- THENCE: Along the middle North line of said 54.473 acres of land, more or less, N 77-58-00 W 131.09 feet to a 5/8" iron pin set in fence on the East line of that certain 316.435 acres of land, more or less, described in a Deed to Bladerunner Farms, Inc. from Darby Doguet, et ux, et al, dated April 28, 2016, as recorded in Instrument No. 170704 of the said Official Public Records, for the lower Northwest corner of said 54.473 acres of land, more or less, and a Southwest corner of this survey;
- THENCE: Generally along fence, the West line of said 382.613 acres of land, and the East line of said 316.435 acres of land, more or less, the following courses:
- N 14-14-46 E 1694.93 feet to a 2" diameter pipe corner post for the lower Northwest corner of this survey;

S 76-54-07 E 534.30 feet to a 2" diameter pipe post for an interior corner of this survey;

Leaving fence, N 17-25-48 E 1608.93 feet to a 2" diameter pipe corner post for an interior corner of this survey;

Generally along fence, N 71-18-11 W 476.32 feet to a 2" diameter pipe corner post for a Southwest corner of this survey;

N 17-45-31 E at 952.54 feet pass a 2" diameter pipe corner post, leaving fence and continuing a total distance of 965.67 feet to 5/8" iron pin set for an interior corner of this survey;

N 23-11-35 W 53.43 feet to a 5/8" iron pin set for an interior corner of this survey;

N 67-06-15 W at 16.16 feet pass a 2" diameter pipe corner post, continuing generally along fence a total distance of 616.01 feet to a 2" diameter pipe post for a Southwest corner of this survey;

N 20-16-10 E 1000.32 feet to a 2" diameter pipe post for a Northwest corner of this survey;

N 81-06-40 E 463.64 feet to a 2" diameter pipe corner post for an interior corner of this survey;

N 19-25-57 E 911.70 feet to a 2" diameter pipe corner post for an interior corner of this survey;

N 59-12-09 W 11.62 feet to a 2" diameter pipe corner post for a Southwest corner of this survey; and

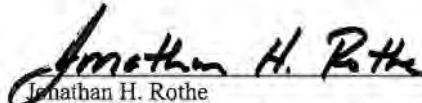
N 16-44-07 E 28.65 feet to a 2" diameter pipe corner post on the South R.O.W. line of said F.M. Highway 476, for the upper Northwest corner of said 382.613 acres of land, the upper Northeast corner of said 316.435 acres of land, more or less, and the upper Northwest corner of this survey;

THENCE: Generally along fence, the South R.O.W. line of said F.M. Highway 476, and the North line of said 382.613 acres of land, S 58-34-25 E 2402.61 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

Willey Good Properties LLC (328.193 Acres) – Page 4

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 26th day of June, 2023.



Jonathan H. Rothe
Registered Professional Surveyor No. 6286
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Willey Good Properties LLC

FIELD NOTES TO DESCRIBE

A survey of 38.663 acres of land situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, being a portion of that certain 45.666 acres of land described in a Deed to Willey Good Properties LLC from Darby Davis Doguet, et ux, dated August 1, 2019, as recorded in Instrument No. 197894 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a 2" diameter pipe corner post on the North R.O.W. line of F.M. Highway 476 for the Southeast corner of said 45.666 acres of land, the Southwest corner of that certain 53.331 acres of land, more or less, described in a Deed to Bladerunner Farms, Inc., from Darby Doguet, et ux, et al, dated April 28, 2016, as recorded in Instrument No. 170704 of the aforementioned Official Public Records from which a 4"x4" concrete R.O.W. marker found by a 2" diameter pipe corner post at the Southwest end of a cutback line connecting the North R.O.W. line of said F.M. Highway 476 and the West line of Red Barn Road bears S 58-40-03 E 608.62 feet;
- THENCE: Generally along fence, the North R.O.W. line of said F.M. Highway 476, and the South line of said 45.666 acres of land, N 58-30-27 W 853.71 feet to a 1/2" iron pin found for the Southeast corner of that certain 7.00 acres of land described in a Deed to AEP Texas, Inc. from Willey Good Properties, LLC, dated December 22, 2022, as recorded in Instrument No. 230857 of the said Official Public Records, and the lower Southwest corner of this survey;
- THENCE: Along the Northeast line of said 7.00 acres of land, N 06-12-21 W 627.74 feet to a 1/2" iron pin found for the Northeast corner of said 7.00 acres of land, and an interior corner of this survey;
- THENCE: Along the Northeast line of said 7.00 acres of land, N 64-32-13 W 492.81 feet to a 1/2" iron pin found in fence on the East line of that certain 7.84 acres of land, more or less, described in a Deed to Minda Hyde from Margie Lynette Alvarado, dated April 3, 2003, as recorded in Volume 230 on Page 505 of the aforementioned Official Public Records, for the Northwest corner of said 7.00 acres of land, and the upper Southwest corner of this survey;
- THENCE: Generally along fence, the West line of said 45.666 acres of land, and the East line of said 7.84 acres of land, more or less, N 19-30-22 E 802.87 feet to a 5/8" iron pin found by a 2" diameter pipe corner post

for the Northeast corner of said 7.84 acres of land, more or less, the Southeast corner of that certain 32.098 acre tract of land described in a Deed to Rafael H. Cruz, et ux from Calvin W. Evans and Reecie L. Evans, dated March 31, 1999, as recorded in Volume 114 on Page 408 of the said Official Public Records, and an angle point of this survey;

THENCE: Along the West line of said 45.666 acres of land and the East line of said 32.098 acre tract of land, N 18-35-10 E 342.55 feet to a 5/8" iron pin set for the Northwest corner of said 45.666 acres of land, the Southwest corner of that certain 117.13 acre tract of land described in a Deed to Turfgrass America, LP from Thomas Bros. Grass, Ltd., dated March 15, 2004, as recorded in Volume 273 on Page 622 of the said Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence, the North line of said 45.666 acres of land, and the South line of said 117.13 acre tract of land, S 72-08-38 E at 16.29 feet pass a 2" diameter pipe corner post and continuing a total distance of 569.11 feet to a 2" diameter pipe post for an angle point and S 71-59-00 E 538.18 feet to a 5/8" iron pin set in fence for the Northeast corner of said 45.666 acres of land, the Northwest corner of said 53.331 acre tract of land, and the Northeast corner of this survey;

THENCE: Along the East line of said 45.666 acres of land and the West line of said 53.331 acres of land, more or less, the following courses:

S 21-28-40 W 842.01 feet to a 10" diameter creosote post for an angle point;

Generally along fence, S 20-53-36 W 199.73 feet to a 10" diameter creosote post for an angle point;

S 16-57-07 W 99.65 feet to a 10" diameter creosote post for an angle point;

S 09-40-00 W 89.66 feet to a 10" diameter creosote post for an angle point;

S 06-40-22 W 110.70 feet to a 10" diameter creosote post for an angle point;

S 01-12-19 E 99.55 feet to a 10" diameter creosote post for an angle point;

S 09-29-57 E 199.39 feet to a 10" diameter creosote post for an angle point;

S 15-12-36 E 99.75 feet to a 10" diameter creosote post for an angle point;

S 22-52-20 E 199.46 feet to a 10" diameter creosote post for an angle point;

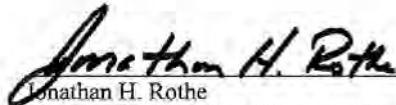
S 28-59-49 E 100.18 feet to a 10" diameter creosote post for an angle point;

S 44-55-23 E at 89.92 feet pass a 2" diameter pipe corner post, leaving fence and continuing a total distance of 100.45 feet to a 5/8" iron pin set for an angle point; and

S 26-15-12 W at 8.48 feet pass 1.00 foot East of a 2" diameter pipe corner post, continuing generally along fence a total distance of 26.39 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

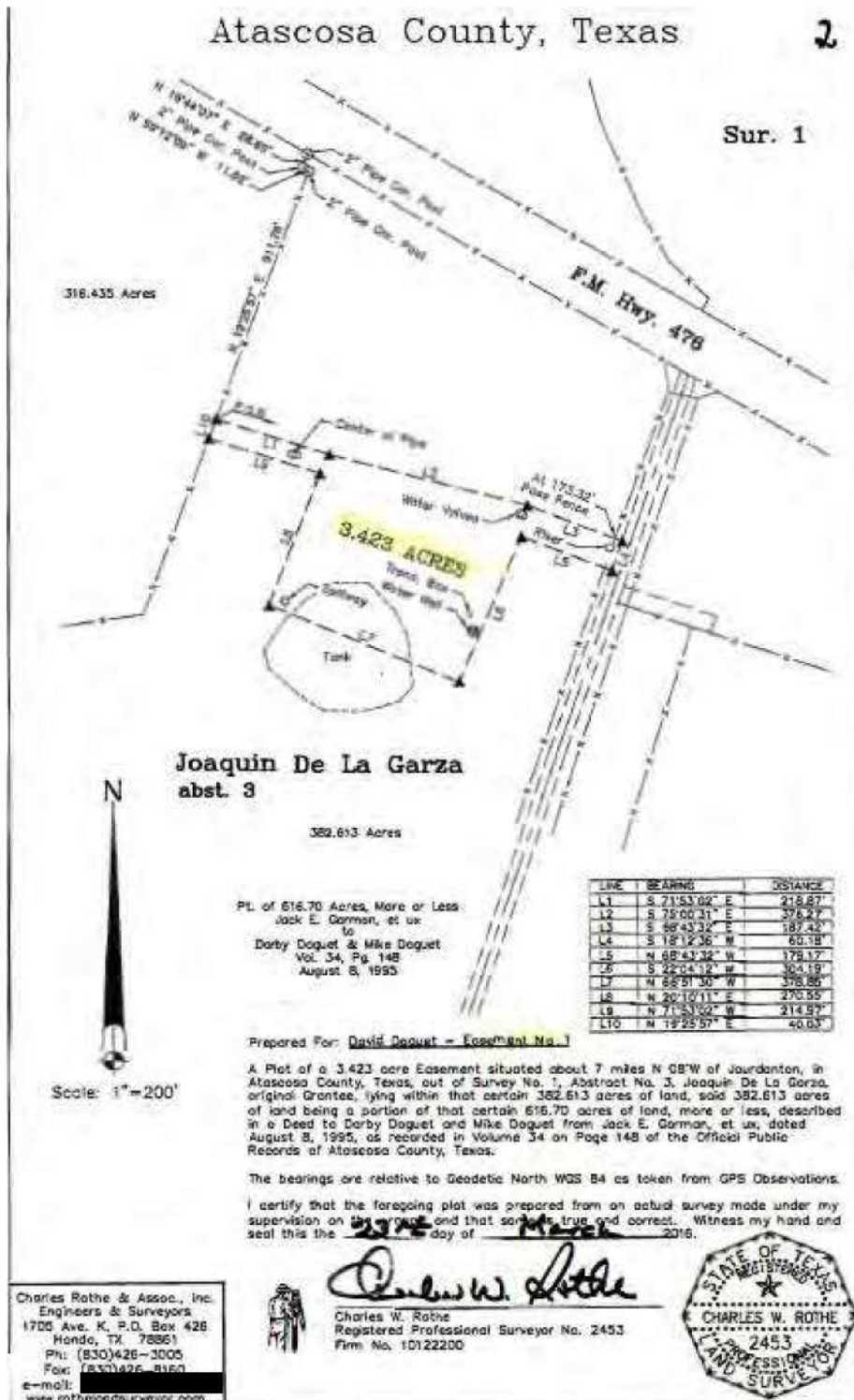
I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 26th day of June, 2023.


Jonathan H. Rothe

Registered Professional Surveyor No. 6286
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



EXHIBIT 1.1
SURVEY AND LEGAL DESCRIPTION
FOR EASEMENT NO. 1



THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: David Doguet
Easement No. 1

FIELD NOTES TO DESCRIBE

A survey of a 3.423 acre Easement situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, lying within that certain 382.613 acres of land, said 382.613 acres of land being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a point in fence on the upper Northwest line of said 382.613 acres of land and the upper Southeast line of a certain 316.435 acres of land, this day surveyed, for the Northwest corner of this easement from which a 2" diameter pipe corner post on the Southwest R.O.W. line of F.M. Highway 476 for the upper Northwest corner of said 382.613 acres of land and the upper Northeast corner of said 316.435 acres of land bears N 19-25-57 E 511.78 feet to a 2" diameter pipe corner post for an angle point, N 59-12-09 W 11.62 feet to a 2" diameter pipe corner post for an angle point, and N 16-44-07 E 28.65 feet;
- THENCE: Along the North line of this easement, S 71-53-02 E 218.87 feet to an angle point, S 75-00-31 E 376.27 feet to an angle point, and S 68-43-32 E at 173.32 feet pass a fence, continuing a total distance of 187.42 feet to a point on the Northwest line of a 30-foot-wide Ingress-Egress Easement, this day surveyed, and the East corner of this easement;
- THENCE: Along the Northwest line of said 30-foot-wide Ingress-Egress Easement, S 18-12-36 W 60.18 feet to the upper Southeast corner of this survey;
- THENCE: N 68-43-32 W 179.17 feet to an interior corner of this easement;
- THENCE: S 22-04-12 W 304.19 feet to the South corner of this easement;
- THENCE: N 66-51-30 W 378.85 feet to the lower West corner of this easement;
- THENCE: N 20-10-11 E 270.55 feet to an interior corner of this easement;
- THENCE: N 71-53-02 W 214.97 feet to a point in fence on the upper Northwest line of said 382.613 acres of land and the upper Southeast line of said 316.435 acres of land for the upper Southwest corner of this easement;
- THENCE: Generally along fence, the upper Northwest line of said 382.613 acres of land, and the upper Southeast line of said 316.435 acres of land, N 19-25-57 E 40.03 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 23rd day of March, 2016.

EXHIBIT 1.2
DESCRIPTIONS AND PHOTOGRAPHS
FOR EASEMENT NO. 1

Easement #1 –

- a) Irrigation well 12" casing- 800 gal.per minute
- b) Electrical service box
- c) Electric pump- 50 hp
- d) Access to pond



Easement #1

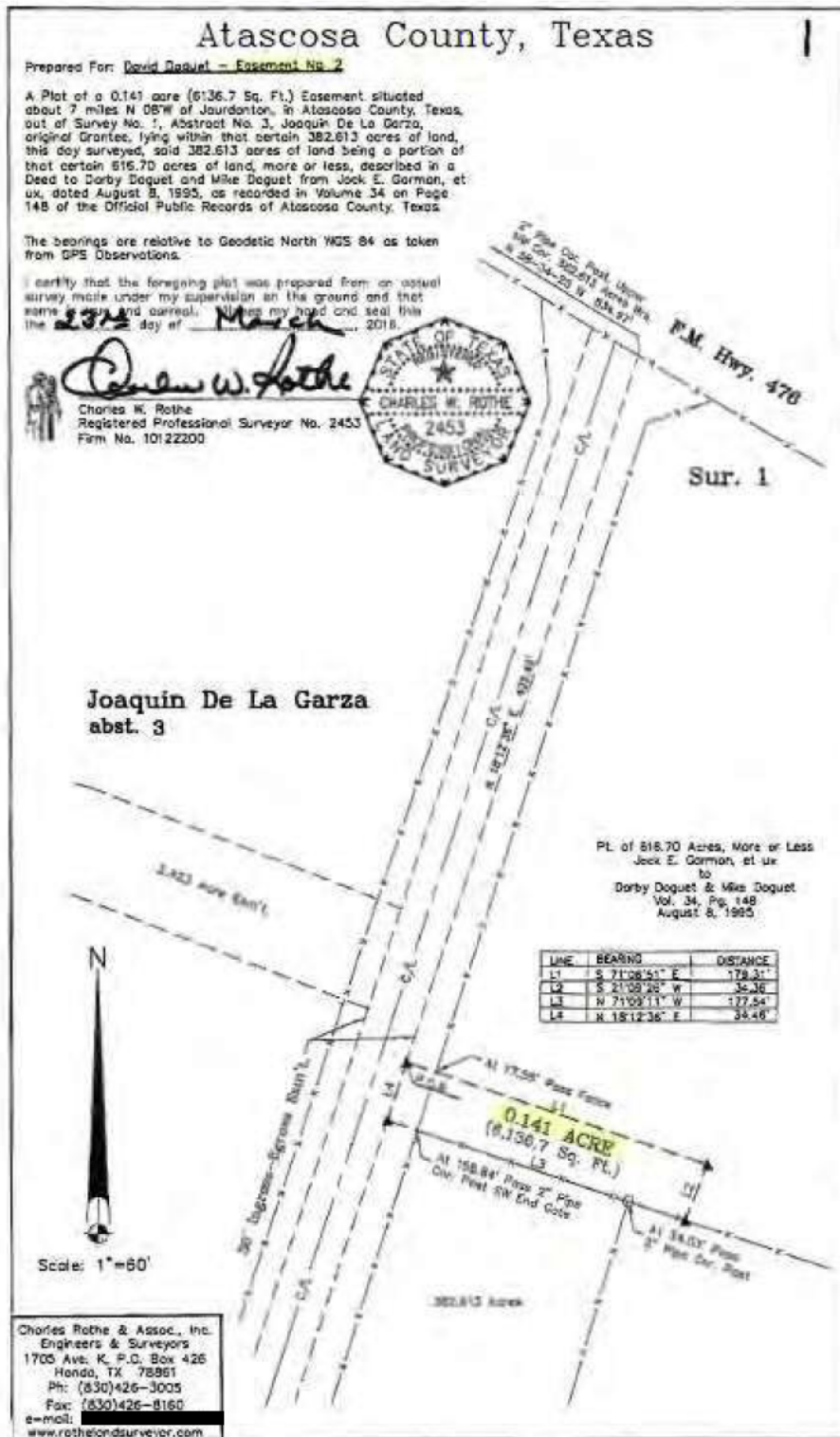


Easement #1





EXHIBIT 2.1
SURVEY AND LEGAL DESCRIPTION
FOR EASEMENT NO. 2



THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: David Doguet
Easement No. 2

FIELD NOTES TO DESCRIBE

A survey of a 0.141 acre (6136.7 Sq. Ft.) Easement situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, lying within that certain 382.613 acres of land, this day surveyed, said 382.613 acres of land being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a point on the Southeast line of a 30-foot-wide Ingress-Egress Easement located within a fenced lane for the North corner of this survey from which a 2" diameter pipe corner post for the upper Northwest corner of said 382.613 acres of land bears N 18-12-36 E 422.42 feet and N 58-34-25 W 834.97 feet;

THENCE: S 71-06-51 E at 17.55 feet pass the Southeast line of said fenced lane, continuing a total distance of 179.31 feet to the East corner of this easement;

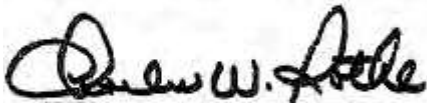
THENCE: S 21-09-26 W 34.36 feet to a point in fence for the South corner of this easement;

THENCE: Generally along fence, N 71-09-11 W at 34.03 feet pass a 2" diameter pipe corner post, at 159.84 feet pass a 2" diameter pipe corner post at the Southwest end of a gate, leaving fence and continuing a total distance of 177.54 feet to a point on the Southeast line of said 30-foot-wide Ingress-Egress Easement for the West corner of this easement;

THENCE: Along the Southeast line of said 30-foot-wide Ingress-Egress Easement, N 18-12-36 E 34.46 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 23rd day of March, 2016.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



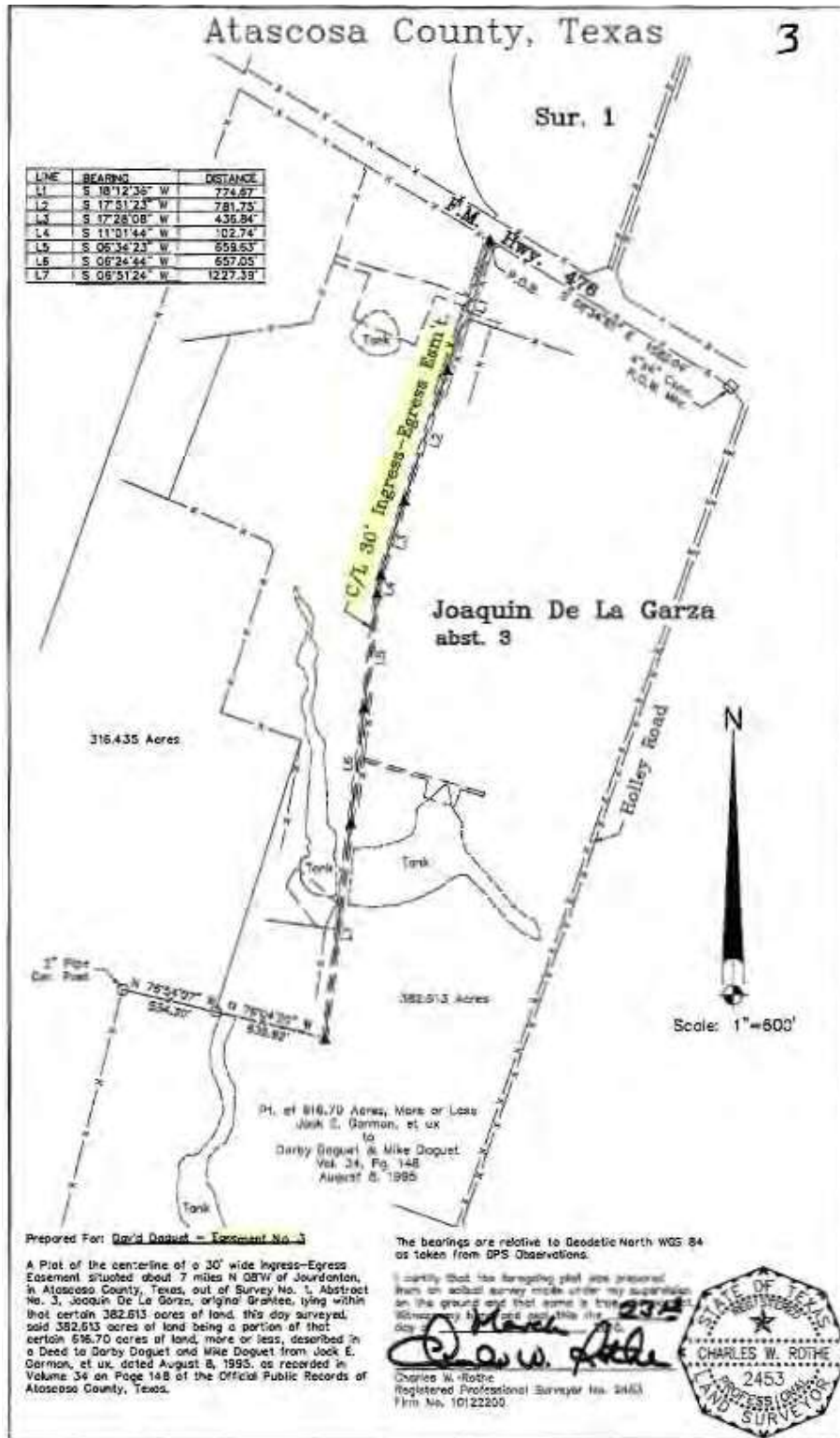
EXHIBIT 2.2
DESCRIPTIONS AND PHOTOGRAPHS
FOR EASEMENT NO. 2

Easement #2 –

a) 8" plastic pipe- 3 ft. deep- 3 valves



EXHIBIT 3
TEMPORARY ACCESS/EGRESS ROAD
(EASEMENT NO. 3)



THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: David Doguet
Easement No. 3

FIELD NOTES TO DESCRIBE

A survey of the centerline of a 30-foot-wide Ingress-Egress Easement situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, lying within that certain 382.613 acres of land, this day surveyed, said 382.613 acres of land being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a point on the Southwest R.O.W. line of F.M. Highway 476 from which a 4" x 4" concrete R.O.W. marker found at the Northwest end of a cutback line connecting the Southwest R.O.W. line of said F.M. Highway 476 and the Northwest line of Holley Road bears S 58-34-25 E 1583.04 feet;

THENCE: Along an existing roadway and for the most part within a fenced lane, the following courses:

S 18-12-36 W 774.67 feet to an angle point;

S 17-51-23 W 781.75 feet to an angle point;

S 17-28-08 W 436.84 feet to an angle point;

S 11-01-44 W 102.74 feet to an angle point;

S 06-34-23 W 659.63 feet to an angle point;

S 06-24-44 W 657.05 feet to an angle point; and

Leaving said fenced lane and across a tank dam, S 06-51-24 W 1227.39 feet to the Terminus Point of the centerline of this 30-foot-wide Ingress-Egress Easement from which a 2" diameter pipe corner post for the lower Northwest corner of said 382.613 acres of land bears N 76-04-20 W 632.92 feet and N 76-54-07 W 534.30 feet.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 22nd day of March, 2016.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



EXHIBIT 4.1
INTENTIONALLY OMITTED

EXHIBIT 4.2
INTENTIONALLY OMITTED

Atascosa County, Texas 5

Sur. 1

Joaquin De La Garza
abst. 3

Stock Tank

Water Pipe/Thots. Pole

Electric Box

1.174 ACRES
(61,108.8 Sqt. Ft.)

382.613 Acres

Pl. of 616.70 Acres, More or Less
Jack E. Gorman, et ux
to
Darby Doquet & Mike Doquet
Vol. 34, Pg. 148
August 6, 1996

LINE	BEARING	DISTANCE
L1	S 48°44'18" E	311.22'
L2	S 08°51'24" W	145.12'
L3	N 87°57'18" W	107.37'
L4	N 36°22'38" W	287.00'
L5	N 33°12'38" E	45.77'
L6	N 28°12'29" E	73.70'

Prepared For: **David Doquet - Easement No. 5**

A Plot of a 1.174 acre Easement situated about 7 miles N OBW of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquin De La Garza, original Grantee, lying within that certain 382.613 acres of land, this day surveyed, said 382.613 acres of land being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doquet and Mike Doquet from Jack E. Gorman, et ux, dated August 6, 1996, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing plot was prepared from an actual survey made under my supervision on the 23rd day of March, 2016.

Charles W. Rothe
Registered Professional Surveyor No. 2453
Firm No. 10122200

Charles Rothe & Assoc., Inc.
Engineers & Surveyors
1705 Ave. K, P.O. Box 426
Hondo, TX 78861
Ph: (830)426-3000
Fax: (830)426-8160
e-mail: www@thelandsurveyor.com

STATE OF TEXAS
CHARLES W. ROTH
2453
LAND SURVEYOR

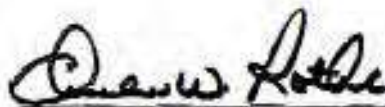
FIELD NOTES TO DESCRIBE

A survey of a 1.174 acre Easement situated about 7 miles N 08° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 1, Abstract No. 3, Joaquín De La Garza, original Grantee, lying within that certain 382.613 acres of land, this day surveyed, said 382.613 acres of land being a portion of that certain 616.70 acres of land, more or less, described in a Deed to Darby Doguet and Mike Doguet from Jack E. Gorman, et ux, dated August 8, 1995, as recorded in Volume 34 on Page 148 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a point on the West line of a 30-foot-wide Ingress-Egress Easement, this day surveyed, for the Northeast corner of this survey from which a 4" x 4" concrete R.O.W. marker found at the Northwest end of a cutback line connecting the Southwest R.O.W. line of F.M. Highway 476 and the Northwest line of Holley Road bears N 06-35-14 E 1778.40 feet, N 11-01-44 E 104.17 feet, N 17-54-33 E 1997.80 feet to a point on the Southwest R.O.W. line of said F.M. Highway 476 and S 58-34-25 E 1598.45 feet;
- THENCE: Along the West line of said 30-foot-wide Ingress-Egress Easement, S 06-51-24 W 145.12 feet to the Southeast corner of this easement;
- THENCE: N 81-57-16 W at 57.02 feet pass a chainlink corner post at an angle point in fence, continuing a total distance of 107.37 feet to a chainlink post for the Southwest corner of this easement;
- THENCE: N 36-22-38 W 287.00 feet to a meter pole/transformer pole for the West corner of this easement;
- THENCE: Along the centerline of said electric line, N 33-12-38 E 45.77 feet to an electric box at the end of said electric line for an angle point and N 28-12-29 E 73.70 feet to a point on the West side of a stock tank for the North corner of this easement;
- THENCE: Across a portion of said stock tank, S 48-44-18 E 311.23 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 27th day of March, 2016.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



EXHIBIT 5.2
DESCRIPTIONS AND PHOTOGRAPHS
FOR EASEMENT NO. 5

Easement #5 –

- a) Electrical service
- b) Pump station- electric - 150 hp.
- c) Pump station electric- 25 hp.
- d) Access to pond
- e) 8" underground pipe to farm



Easement #5



Easement #5



EXHIBIT 6
FACILITIES ACCESS EASEMENTS
TO BE SURVEYED

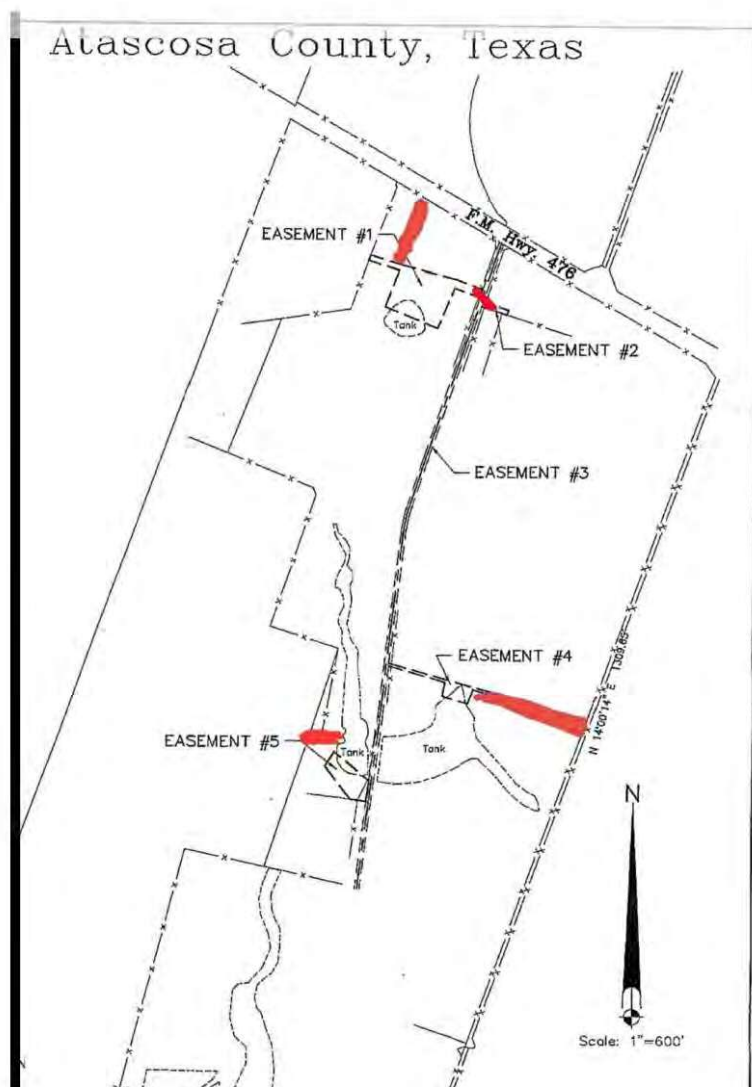


EXHIBIT 7.1
SURVEY AND LEGAL DESCRIPTION
FOR EASEMENT NO. 7

TO BE SURVEYED

EXHIBIT 7.2
DESCRIPTIONS AND PHOTOGRAPHS
FOR EASEMENT NO. 7

Easement #7 –

- a) Pump station - diesel engine 150 hp.
- b) Diesel tank
- c) 8" underground pipe- 3 ft. deep to farm
- d) Access to pond
- e) Survey is ordered, not done yet





EXHIBIT B - SUMMARY OF EASEMENTS

Exhibit	Description	Notes
A	Property – 366.856 acres	
1	1.1: Survey plat and legal description. 1.2: Photos and description.	Collectively, Easement 1
2	2.1: Survey plat and legal description. 2.2: Photos and description.	Collectively, Easement 2
3	Temporary Access/Egress Road (Easement 3)	
4	Intentionally Omitted	
5	5.1: Survey plat and legal description. 5.2: Photos and description.	Collectively, Easement 5
6	Facilities Access Easements (To be surveyed)	
7	7.1: Survey plat and legal description. (To be surveyed) 7.2: Photos and description.	Collectively, Easement 7

EXHIBIT C

RENEWAL OPTION

Grantee shall have an option (the “**Renewal Option**”) to renew and extend the Easements for an additional five (5) year period (the “**Extended Term**”), commencing on the day following the Expiration Date, unless the Extended Term shall sooner terminate pursuant to any of the terms of this Agreement or otherwise. The Renewal Option may only be exercised by Grantee giving written notice thereof no more than twelve (12) months nor less than six (6) months prior to the Expiration Date. If Grantee fails to give notice of exercise of the Renewal Option within such specified time period, the Renewal Option shall be deemed waived and of no further force and effect, and the Agreement shall expire on the Expiration Date.

Grantee’s right to extend this Agreement as provided for herein can be exercised only if, at the time of such exercise and as of the commencement of the Extended Term (i) no Event of Default exists and (ii) Grantee occupies all of the premise of the Easements. Grantor will have the option to revoke and nullify any purported exercise of the Renewal Option by Grantee if such condition is not satisfied or waived by Grantor, and this Agreement shall terminate on the Expiration Date.

If Tenant duly exercises the Renewal Option (in accordance with and subject to the provisions of this Exhibit C), all of the terms, covenants and conditions provided in this Agreement shall continue to apply during the Extended Terms, except that unless Grantor has agreed to increase the size of the land and/or volume of water pertaining to the Easements (or any of them) (“Increase Adjustment”) (1) On or before January 1 of each year of the Extended Term, Grantee shall pay Grantor, without demand, the annual amount of \$17,500 for 1, 2, 5 and 7, and (2) any terms, covenants and conditions that are expressly or by their nature inapplicable to the Extended Term (including, without limitation, this Exhibit) shall be deemed void and of no further force and effect. Annual amounts due for any partial years may be prorated.

If an Increase Adjustment occurs prior to the Expiration Date of September 1, 2029, then the Parties will equitably adjust the annual payment amounts for the Easements during the Renewal Term.



EVERGREEN UNDERGROUND WATER CONSERVATION DISTRICT
110 Wyoming Blvd, Pleasanton, TX 78064
WATER WELL PERMIT FORM

PERMIT ACTION: Re-permit of Expired Permit.

Well Number: EUWCD-02450

Well Name: Creek

Latitude: 29.033463 N

Permit Number: 2568

Valid Date: 10/31/2025 to 10/31/2030

Longitude: -98.556389 W

OWNER CONTACT INFO

Owner: Bladerunner Farms, LLC

Phone: 830-276-3499

Email: [REDACTED]

Address: 3750 FM 1470

City: Poteet **State/Zip:** TX 78065-4400

OPERATOR CONTACT INFO

Operator: Bladerunner Farms, LLC

Phone: 830-276-3499

Email: [REDACTED]

Address: 3750 FM 1470

City: Poteet **State/Zip:** TX 78065-4400

POINT OF CONTACT

Reporting: Name: Bladerunner Farms, LLC

Email: [REDACTED]

Phone: 830-276-3499

Billing: Name: Bladerunner Farms, LLC

Email: [REDACTED]

Phone: 830-276-3499

PRODUCTION & USE

Drilling Complete By: 06/09/2016

Proposed Use: Irrigation

Meter Serial #: _____

Meter Current Reading: _____

Number of contiguous acres owned/leased on which water is to be produced: 370.9

Maximum Flow Rate: 1,000 GPM

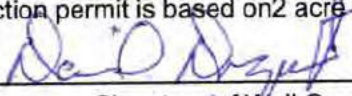
Total Annual Production: 68,645,944 gallons 210.67 ac-ft

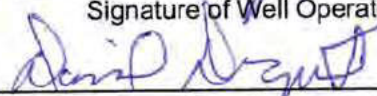
PRODUCTION TERMS & AGREEMENT

I agree to abide by the terms of the District Rules, the District Management Plan, and orders of the Board of Directors. I agree to report to the District, the total volume of water produced in the prior year, according to the appropriate reporting cycle. I agree that I have the legal authority to produce the groundwater associated with the land surface, and that this permit may be amended based on the legal transfer of a portion of the associated groundwater rights or right to produce groundwater to another person/entity, or revoked based on the legal transfer of all of the associated groundwater rights or right to produce groundwater to another person/entity pursuant to District Rules. I understand that failure to abide by the terms of this permit or the District Rules will result in civil penalties and/or revocation of this permit.

Additional terms, conditions, or permit provisions:

The permit expired 5/20/2025, re-permit of the well in 2025 is required to have a flow meter installed by 11/1/2026. Production permit is based on 2 acre feet by 3 wells.


Signature of Well Operator


Signature of Landowner or Agent

Date

Date

FOR OFFICIAL USE ONLY

Field Inspection: _____

Invoice #: _____

*This permit is approved, subject to the rules of the
Evergreen Underground Water Conservation District.*


EUWCD Signature

Title: 



EVERGREEN UNDERGROUND WATER CONSERVATION DISTRICT
110 Wyoming Blvd, Pleasanton, TX 78064
WATER WELL PERMIT FORM

PERMIT ACTION: Permit on Existing Active Unpermitted Well

Well Number: EUWCD-08989

Well Name: River

Latitude: 29.015963 N

Permit Number: 3030

Valid Date: 10/31/2025 to 10/31/2030

Longitude: -98.561993 W

OWNER CONTACT INFO

Owner: Bladerunner Farms, LLC

Phone: 830-276-3499

Email: [REDACTED]

Address: 3750 FM 1470

City: Poteet **State/Zip:** TX 78065-4400

OPERATOR CONTACT INFO

Operator: Bladerunner Farms, LLC

Phone: 830-276-3499

Email: [REDACTED]

Address: 3750 FM 1470

City: Poteet **State/Zip:** TX 78065-4400

POINT OF CONTACT

Reporting Name: Bladerunner Farms, LLC

Email: [REDACTED]

Phone: 830-276-3499

Billing Name: Bladerunner Farms, LLC

Email: [REDACTED]

Phone: 830-276-3499

PRODUCTION & USE

Drilling Complete By: 10/01/2022

Proposed Use: Irrigation

Meter Serial #: _____

Meter Current Reading: _____

Number of contiguous acres owned/leased on which water is to be produced: 239.41

Maximum Flow Rate: 300 GPM

Total Annual Production: 80,573,828 gallons 247.27 ac-ft

PRODUCTION TERMS & AGREEMENT

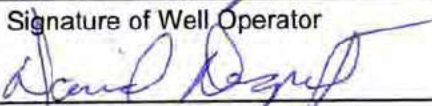
I agree to abide by the terms of the District Rules, the District Management Plan, and orders of the Board of Directors. I agree to report to the District, the total volume of water produced in the prior year, according to the appropriate reporting cycle. I agree that I have the legal authority to produce the groundwater associated with the land surface, and that this permit may be amended based on the legal transfer of a portion of the associated groundwater rights or right to produce groundwater to another person/entity, or revoked based on the legal transfer of all of the associated groundwater rights or right to produce groundwater to another person/entity pursuant to District Rules. I understand that failure to abide by the terms of this permit or the District Rules will result in civil penalties and/or revocation of this permit.

Additional terms, conditions, or permit provisions:

The permit of the well in 2025 is required to have a flow meter installed by 11/1/2026. Production permit is based on 2 acre feet by 3 wells.


Signature of Well Operator

Date


Signature of Landowner or Agent

Date

FOR OFFICIAL USE ONLY

Field Inspection: _____

Invoice #: _____

*This permit is approved, subject to the rules of the
Evergreen Underground Water Conservation District.*


EUWCD Signature

Title: PRES



EVERGREEN UNDERGROUND WATER CONSERVATION DISTRICT
110 Wyoming Blvd, Pleasanton, TX 78064
WATER WELL PERMIT FORM

PERMIT ACTION: Permit on Existing Active Unpermitted Well

Well Number: EUWCD-10468 **Permit Number:** 3372
Well Name: Fertilizer Barn- Reworked permit **Valid Date:** 10/31/2025 to 10/31/2030
Latitude: 29.025433 N **Longitude:** -98.561685 W

OWNER CONTACT INFO

Owner: Bladerunner Farms, LLC
Phone: 830-276-3499
Email: [REDACTED]
Address: 3750 FM 1470
City: Poteet **State/Zip:** TX 78065-4400

OPERATOR CONTACT INFO

Operator: Bladerunner Farms, LLC
Phone: 830-276-3499
Email: [REDACTED]
Address: 3750 FM 1470
City: Poteet **State/Zip:** TX 78065-4400

POINT OF CONTACT

Reporting: Name: Bladerunner Farms, LLC **Email:** [REDACTED] **Phone:** 830-276-3499
Billing: Name: Bladerunner Farms, LLC **Email:** [REDACTED] **Phone:** 830-276-3499

PRODUCTION & USE

Drilling Complete By: 01/15/1961 **Proposed Use:** Irrigation
Meter Serial #: _____ **Meter Current Reading:** _____
Number of contiguous acres owned/leased on which water is to be produced: 328.19
Maximum Flow Rate: 1,000 GPM **Total Annual Production:** 80,573,828 gallons 247.27 ac-ft

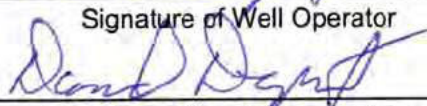
PRODUCTION TERMS & AGREEMENT

I agree to abide by the terms of the District Rules, the District Management Plan, and orders of the Board of Directors. I agree to report to the District, the total volume of water produced in the prior year, according to the appropriate reporting cycle. I agree that I have the legal authority to produce the groundwater associated with the land surface, and that this permit may be amended based on the legal transfer of a portion of the associated groundwater rights or right to produce groundwater to another person/entity, or revoked based on the legal transfer of all of the associated groundwater rights or right to produce groundwater to another person/entity pursuant to District Rules. I understand that failure to abide by the terms of this permit or the District Rules will result in civil penalties and/or revocation of this permit.

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Signature of Well Operator


Signature of Landowner or Agent

Date

Date

FOR OFFICIAL USE ONLY

Field Inspection: _____
Invoice #: _____

*This permit is approved, subject to the rules of the
Evergreen Underground Water Conservation District.*



EUWCD Signature
Title: PRES