

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 17, 2025

Ms. Argelia Villarreal
1990 E. Garrison St., Ste. 2
Eagle Pass, TX 78852-5021

VIA E-MAIL

RE: Ruben Garibay
ADJ 2691
CN606235950, RN102888021
Application No. 23-2691E to Amend a Portion of Certificate of Adjudication No. 23-2691
Texas Water Code § 11.122, Not Requiring Notice
Rio Grande, Rio Grande Basin
Maverick County

Dear Ms. Villarreal:

This acknowledges receipt, on March 5 and March 10, 2025, of additional information.

The application was declared administratively complete and filed with the Office of the Chief Clerk on March 17, 2025. 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 Jeremy.walker-lee@tceq.texas.gov or by telephone at 512-239-0637.

Sincerely,

A handwritten signature in cursive script that reads "Jeremy Walker-Lee".

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team

DATE: March 17, 2025

SUBJECT: Ruben Garibay
ADJ 2691
CN606235950, RN102888021
Application No. 23-2691E to Amend a Portion of Certificate of
Adjudication No. 23-2691
Texas Water Code § 11.122, Not Requiring Notice
Rio Grande, Rio Grande Basin
Maverick County

The application was received on November 1, 2024, and fees were received on November 14, 2024. Additional information was received on January 10, March 5, and March 10, 2025. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on March 17, 2025. No notice is required pursuant to Title 30 TAC § 303.42(2).

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

Jeremy Walker-Lee

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required ☐ YES ☒ NO

From: Argelia Villarreal [REDACTED]
Sent: Monday, March 10, 2025 3:36 PM
To: Humberto Galvan <Humberto.Galvan@tceq.texas.gov>
Subject: ADJ 2691 Ruben Garibay

Here are the last updated items...

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 10, 2025

Ms. Argelia Villarreal
1990 E. Garrison St., Ste. 2
Eagle Pass, TX 78852-5021

VIA E-MAIL

RE: Ruben Garibay
ADJ 2691
CN606235950, RN102888021
Application No. 23-2691E to Amend a Portion of Certificate of Adjudication No. 23-2691
Texas Water Code § 11.122, Not Requiring Notice
Rio Grande, Rio Grande Basin
Maverick County

Dear Ms. Villarreal:

This acknowledges receipt, on January 10, 2025, of additional information.

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

1. Confirm the location of the diversion point. Staff notes Commission Records indicate the coordinates to be Latitude 28.742038°N, Longitude 100.507125°W.
2. Confirm that the device(s) used to measure and account for the water diverted from the source of supply complies with the requirements in 30 Texas Administrative Code (TAC) § 303.2 of the Rio Grande Watermaster rules, including that the device has an accuracy of plus or minus 5.0%. *We agree with the coordinates provided.*
3. The information you submitted shows that you are the owner of the water right and President of 51 Weyrich Rd. LLC and can sign on behalf of 51 Weyrich Rd. LLC. However, the deeds you submitted for the land to be irrigated list 51 Weyrich Rd. LLC as owner. In order to continue processing the application, submit a signed statement on behalf of 51 Weyrich Rd. LLC documenting consent to irrigate the land. *Confirming it's working correctly.*

The statement from 51 Weyrich Rd. LLC should indicate that 51 Weyrich Rd. LLC is providing consent to irrigation of the land and that the water right will be owned by Mr. Ruben Garibay and will not become appurtenant to the land.

Please provide the requested information by March 12, 2025, or the application may be returned pursuant to Title 30 TAC § 281.18.

Ms. Argelia Villarreal
Application No. 23-2691E
February 10, 2025
Page 2 of 2

If you have any questions concerning this matter, please contact me via email at jeremy.walker-lee@tceq.texas.gov or by telephone at (512) 239-0637.

Sincerely,

A handwritten signature in cursive script that reads "Jeremy Walker-Lee".

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

February 19, 2025

To: Texas Commission on Environmental Quality,

RE: Ruben Garibay,

ADJ 2691 CN606235950, RN 10288021

This letter serves as formal documentation that 51 Weyrich Rd LLC provides full consent to irrigate the land located in Hopedale as per application. Furthermore, it is acknowledged and agreed that the water rights associated with this irrigation will be solely owned by Mr. Ruben Garibay and will not become appurtenant to the land.

This statement is provided for the purpose of completing the necessary application processing and is made with full authority from 51 Weyrich Road LLC.

If any additional information is required, please do not hesitate to contact us.

Sincerely,

Ruben Garibay

State of Texas

County of Maverick

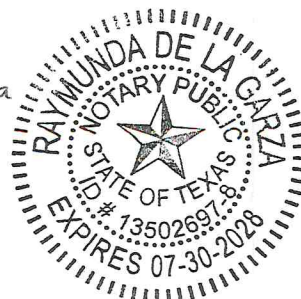
On this 19 of February 2025, before me, Raymunda De La Garza, personally appeared **Ruben Garibay**, who, being duly sworn, acknowledged that they executed the foregoing document on behalf of 51 Weyrich Rd LLC for the purposes stated therein.

Notary Public Signature: Raymunda De la Garza

Notary Public Printed Name: Raymunda De la Garza

My Commission Expires: July 30, 2028

Notary Seal:



Jeremy Walker-Lee

From: Argelia Villarreal [REDACTED]
Sent: Wednesday, March 5, 2025 7:20 PM
To: Jeremy Walker-Lee
Subject: TCEQ Docs required
Attachments: TCEQ docs requested.pdf

Attached please find the last items requested.

Please advise if you need anything else.

Best Regards,
Argelia Villarreal
License #616499

ROA
Realty of America
1990 E. Garrison St.
830-513-7615

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Texas law requires that you are aware of your choices as a buyer, seller, tenant or landlord in the state of Texas, to learn more please [Click Here](#)

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 10, 2025

Ms. Argelia Villarreal
1990 E. Garrison St., Ste. 2
Eagle Pass, TX 78852-5021

VIA E-MAIL

RE: Ruben Garibay
ADJ 2691
CN606235950, RN102888021
Application No. 23-2691E to Amend a Portion of Certificate of Adjudication No. 23-2691
Texas Water Code § 11.122, Not Requiring Notice
Rio Grande, Rio Grande Basin
Maverick County

Dear Ms. Villarreal:

This acknowledges receipt, on January 10, 2025, of additional information.

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

1. Confirm the location of the diversion point. Staff notes Commission Records indicate the coordinates to be Latitude 28.742038° N, Longitude 100.507125° W.
28° 44' 3" N, 100° 30' 2.5" W
2. Confirm that the device(s) used to measure and account for the water diverted from the source of supply complies with the requirements in 30 Texas Administrative Code (TAC) § 303.2 of the Rio Grande Watermaster rules, including that the device has an accuracy of plus or minus 5.0%. *Confirming it's working correctly.*
3. The information you submitted shows that you are the owner of the water right and President of 51 Weyrich Rd. LLC and can sign on behalf of 51 Weyrich Rd. LLC. However, the deeds you submitted for the land to be irrigated list 51 Weyrich Rd. LLC as owner. In order to continue processing the application, submit a signed statement on behalf of 51 Weyrich Rd. LLC documenting consent to irrigate the land.

The statement from 51 Weyrich Rd. LLC should indicate that 51 Weyrich Rd. LLC is providing consent to irrigation of the land and that the water right will be owned by Mr. Ruben Garibay and will not become appurtenant to the land.

Please provide the requested information by March 12, 2025, or the application may be returned pursuant to Title 30 TAC § 281.18.

Ms. Argelia Villarreal
Application No. 23-2691E
February 10, 2025
Page 2 of 2

If you have any questions concerning this matter, please contact me via email at jeremy.walker-lee@tceq.texas.gov or by telephone at (512) 239-0637.
Sincerely,



Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

February 19, 2025

To: Texas Commission on Environmental Quality,

RE: Ruben Garibay,

ADJ 2691 CN606235950, RN 10288021

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This statement is provided for the purpose of completing the necessary application processing and is made with full authority from 51 Weyrich Road LLC.

If any additional information is required, please do not hesitate to contact us.

Sincerely,

Ruben Garibay

State of Texas

County of Maverick

On this 19 of February, 2025, before me, Raymunda De La Garza, personally appeared **Ruben Garibay**, who, being duly sworn, acknowledged that they executed the foregoing document on behalf of 51 Weyrich Rd LLC for the purposes stated therein.

Notary Public Signature: Raymunda De la Garza

Notary Public Printed Name: Raymunda De la Garza

My Commission Expires: July 30, 2028

Notary Seal:



Jeremy Walker-Lee

From: Jeremy Walker-Lee
Sent: Monday, February 10, 2025 11:32 AM
To: Argelia Villarreal
Cc: Humberto Galvan; Chris Kozlowski
Subject: Ruben Garibay 23-2691E
Attachments: Ruben_Garibay_23-2691E_RFI_2_2.10.2025.pdf

Good Morning,

Please see the attached request for information letter for Ruben Garibay 23-2691E and provide a response by 3/12/2025.

Thanks,

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
512-239-0637



Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



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February 10, 2025

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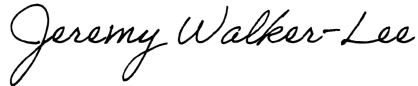
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Ms. Argelia Villarreal
Application No. 23-2691E
February 10, 2025
Page 2 of 2

If you have any questions concerning this matter, please contact me via email at jeremy.walker-lee@tceq.texas.gov or by telephone at (512) 239-0637.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Walker-Lee". The signature is written in a cursive, flowing style.

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Jeremy Walker-Lee

From: Argelia Villarreal [REDACTED]
Sent: Friday, January 10, 2025 2:18 PM
To: Jeremy Walker-Lee
Subject: Missing Pages
Attachments: doc04648220250110134338.pdf



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087
Telephone (512) 239-4600, FAX (512) 239-2214

System Inventory and Water Conservation Plan for Individually-Operated Irrigation Systems

This form is provided to assist entities in developing a water conservation plan for individually-operated irrigation systems. If you need assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Additional resources such as best management practices (BMPs) are available on the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name: Javier Rodriguez
Address: 338 Wilory Farm Rd., Quemado Tx 78877
Telephone Number: 830-325-6159 Fax: _____
Form Completed By: Javier Rodriguez
Title: Ranch Manager
Signature: [Signature] Date: 01-10-2025

A water conservation plan for agriculture use (individual irrigation user) must include the following requirements (as detailed in 30 TAC Section 288.4). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Jeremy Walker-Lee

From: Argelia Villarreal [REDACTED]
Sent: Friday, January 10, 2025 1:39 PM
To: Jeremy Walker-Lee
Subject: 20960
Attachments: pip-form-tceq-20960.pdf

Here you go

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Texas law requires that you are aware of your choices as a buyer, seller, tenant or landlord in the state of Texas, [Information about Brokerage Services](#) and [Consumer Protection](#)

Confidentiality Notice: The information in this e-mail is confidential and privileged. This email is intended to be reviewed by only the individual(s) or organization(s) named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and its attachments, if any, or the information contained herein is prohibited. If you have received this facsimile or electronic message in error, please immediately notify us by telephone or e-mail and return or destroy the original message to assure that it is not read, copied, or distributed by others.



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.

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)

Jeremy Walker-Lee

From: Argelia Villarreal [REDACTED]
Sent: Friday, January 10, 2025 1:21 PM
To: Jeremy Walker-Lee
Subject: form 10238
Attachments: 10238 missing page 1.pdf

oops did not attach the above mentioned form.

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Texas law requires that you are aware of your choices as a buyer, seller, tenant or landlord in the state of Texas, [Information about Brokerage Services](#) and [Consumer Protection](#)

Confidentiality Notice: The information in this e-mail is confidential and privileged. This email is intended to be reviewed by only the individual(s) or organization(s) named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and its attachments, if any, or the information contained herein is prohibited. If you have received this facsimile or electronic message in error, please immediately notify us by telephone or e-mail and return or destroy the original message to assure that it is not read, copied, or distributed by others.

I. BACKGROUND DATA

A. Water Use

1. Annual diversion appropriated or requested (in acre-feet):
2. In the table below, list the amount of water (in acre-feet) that is or will be diverted monthly for irrigation during the year.

January	February	March	April
	5 Acre-ft	5 acre-ft	5 acre-ft
May	June	July	August
5 acre-ft	5 acre-ft	5 acre-ft	5 acre-ft
September	October	November	December
5 acre-ft	5 acre-ft	5 acre-ft	
Total All Months			50 acre-ft

3. In the table below, list the type of crop(s), growing season, and acres irrigated per year.

Type of crop	Growing Season (Months)	Acres irrigated/year
Alfalfa	8 months	30 acres
Total acres irrigated		30 acres

4. Are crops rotated seasonally or annually? ☒ Yes ☐ No

If yes, please describe: Annually

5. Describe soil type (including permeability characteristics, if applicable).

Sandy, And the Soil has been improved by adding Leonardite, manure, organic matter, and soil improvers to raise the quality.

B. Irrigation system information

1. Describe the existing irrigation method or system and associated equipment including pumps, flow rates, plans, and/or sketches of system the layout. Include the rate (in gallons per minute or cubic feet per second) that water is diverted from the source of supply. If this WCP is submitted as part of a water right application, verify that the diversion volumes and rates are consistent with those in the application.

We have a Central Pivot irrigation system, and we have a 940 gal/minute water pump.

2. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5%.
We have a water flow meter at the pump outlet.

3. Provide specific, quantified 5-year and 10-year targets for water savings including, where appropriate, quantitative goals for irrigation water use efficiency and a pollution abatement and prevention plan below in 3(a) and 3(b). Water savings may be represented in acre-feet or in water use efficiency. If you are not planning to change your irrigation system in the next five or ten years, then you may use your existing efficiencies or savings as your 5-year and/or 10-year goals. Please provide an explanation in the space provided below if you plan to use your existing efficiencies or savings.

Quantified 5-year and 10-year targets for water savings:

- a. 5-year goal: *Central Pivot Irrigation System*
Savings in acre-feet or system efficiency as a percentage % *90-92%*
- b. 10-year goal:
Savings in acre-feet or system efficiency as a percentage % *90-95%*

(Examples of Typical Efficiencies for Various Types of Irrigation Systems - Surface: 50-80%; Sprinkler: 70-85%; LEPA: 80-90%; Micro-irrigation: 85-95%)

4. If there is an existing irrigation system, have any system evaluations been performed on the efficiency of the system?

☒ Yes ☐ No

If yes, please provide the date of the evaluation, evaluator's name and the results of the evaluation: *April 2024 (Javier Rdz)*

C. Conservation practices

1. Describe any water conserving irrigation equipment, application system or method in the irrigation system (e.g., surge irrigation, low pressure sprinkler, drip irrigation, nonleaking pipe).

low pressure sprinkler system and nonleaking pipes.

2. Describe any methods that will be used for water loss control and leak detection and repair.

We have a pressure meter for detection of water loss and we have the all equipment to fix a pipe, leaks.

3. Describe any water-saving scheduling or practices to be used in the application of water (e.g., irrigation only in early morning, late evening or night hours and/or during lower temperatures and winds) and methods to measure the amount of water applied (e.g. soil-moisture monitoring).

We making the irrigations only at night hours. For prevent the evaporation.

and we have a high technology equipment to measure the quantity of inches of water is applicable to the soil.

4. Describe any water-saving land improvements or plans to be incorporated into the irrigation practices for retaining or reducing runoff and increasing infiltration of rain and irrigation water (e.g., land leveling, conservation tillage, furrow diking, weed control, terracing, etc.).

we made a land leveling, and we have the all agriculture equipment to take care of the land and water.

5. Describe any methods for recovery and reuse of tail water runoff.

we have leveling land ~~to~~, so the any tail water can going directly to the river again.

6. Describe any other water conservation practices, methods, or techniques for preventing waste and achieving conservation.

we have a high efficient irrigation system to prevent waste, and we have a irrigation gay that check every day the lands.

II. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

Jeremy Walker-Lee

From: Argelia Villarreal [REDACTED]
Sent: Friday, January 10, 2025 1:14 PM
To: Jeremy Walker-Lee
Subject: Ruben Garibay-51 Weyrich LLC
Attachments: Digital Copy of Minute Book of 51 Weyrich Rd LLC.PDF;
doc04644420250108151140.pdf; tammy ritchie water rights transfer.pdf; edward and
tammy ritchie deeds.pdf; doc04647920250110122208 (1).pdf

Attached please find the documents requested based on the letter dated December 5, 2024. The payment was already sent and in file.

Item #1 diversion point will remain the same.

Item #2 Attached please find the form 10238 completed.

Item #3 I have provided the 51 Weyrich LLC Registration that shows Mr. Ruben Garibay as the owner. I have attached the deeds for both Edward Ritchie and Tammy Ritchie with survey showing metes/bounds and a map with farming area 30 acres of the Edward Ritchie and marks the pump/#.

Pending is the form 20960 as I need your assistance to complete.

--



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MINUTE BOOK

FOR

51 WEYRICH RD LLC

A Texas Limited Liability Company

2020

FORMATION DOCUMENTS



Office of the Secretary of State

CERTIFICATE OF FILING OF

51 Weyrich Rd LLC
File Number: 803552757

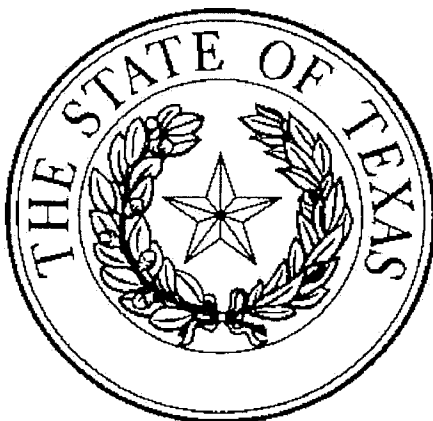
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

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

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

Dated: 02/20/2020

Effective: 02/20/2020



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

Ruth R. Hughes
Secretary of State

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

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803552757 02/20/2020
Document #: 948817660003
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

51 Weyrich Rd LLC

Article 2 – Registered Agent and Registered Office

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

OR

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

Name:

Ruben Garibay

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

Street Address:

312 Lake Louis Ct. Laredo TX 78041

Consent of Registered Agent

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

OR

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

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Ruben Garibay**

Title: **Manager**

Address: **312 Lake Louis Ct. Laredo TX, USA 78041**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

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

Organizer

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

Joseph Michael Dickerson 2 Lindenwood, Laredo, Texas 78045

Effectiveness of Filing

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

OR

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

Execution

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

Joseph Michael Dickerson

Signature of Organizer

FILING OFFICE COPY



Office of the Secretary of State

CERTIFICATE OF FILING OF

51 Weyrich Rd LLC
File Number: 803552757

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 08/20/2020

Effective: 08/20/2020



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

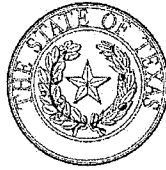
Ruth R. Hughes
Secretary of State

Form 401
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: See instructions

This space reserved for office use.



**Statement of Change of
Registered Office/Agent**

Entity Information

1. The name of the entity is:

51 WEYRICH RD LLC

State the name of the entity as currently shown in the records of the secretary of state.

2. The file number issued to the filing entity by the secretary of state is: 803552757

3. The name of the registered agent as currently shown on the records of the secretary of state is:

RUBEN GARIBAY

Registered Agent Name

The address of the registered office as currently shown on the records of the secretary of state is:

312 LAKE LOUISE CT.

LAREDO

TX

78041

Street Address

City

State

Zip Code

Change to Registered Agent/Registered Office

4. The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change

(Complete either A or B, but not both. Also complete C if the address has changed.)

☒ A. The new registered agent is an organization (cannot be entity named above) by the name of:

REGISTERED AGENT SOLUTIONS, INC.

OR

☐ B. The new registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

Registered Office Change

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

1701 DIRECTORS BLVD., SUITE 300

AUSTIN

TX

78744

Street Address (No P.O. Box)

City

State

Zip Code

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

--

Execution

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

Date: August 19, 2020.

51 WEYRICH RD LLC,
a Texas limited liability company

By: _____
Name: Ruben Garibay
Title: President

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



Ruth R. Hughes
Secretary of State

Office of the Secretary of State

August 25, 2020

Attn: HABEEB GNAIM

Habeeb Gnaim
1200 Smith Street, Suite 1400
Houston, TX 77002 USA

RE: 51 Weyrich Rd LLC
File Number: 803552757

It has been our pleasure to file the Change of Registered Agent/Office for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

**ACCEPTANCE OF APPOINTMENT
AND CONSENT TO SERVE AS REGISTERED AGENT**

Pursuant to Section 5.201(b) of the Texas Business Organizations Code, as amended, the undersigned consents to serve as the registered agent for 51 WEYRICH RD LLC, a Texas limited liability company (the "Represented Entity").

1. The undersigned is authorized to act on behalf of Registered Agent Solutions, Inc. (the "Organization").
2. The Organization is registered or otherwise authorized to do business in Texas. The Organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for the Represented Entity.
3. The Organization takes responsibility to receive any process, notice, or demand that is served on the Organization as the registered agent of the Represented Entity; to forward such to the Represented Entity; and to immediately notify the Represented Entity and submit a statement of resignation to the Texas Secretary of State if the Organization resigns.

Dated effective: August 20, 2020.

ORGANIZATION:

REGISTERED AGENT SOLUTIONS, INC.

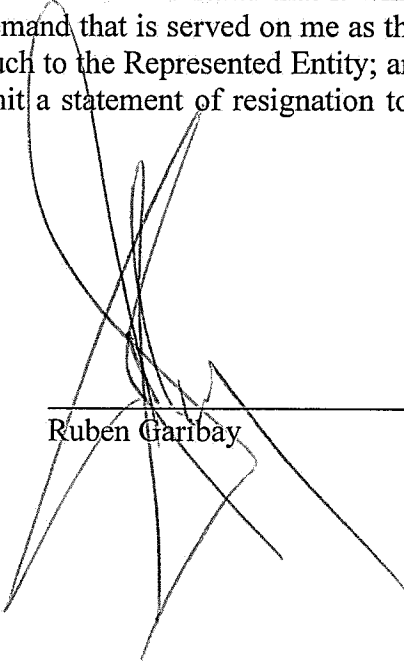
By: Mackenzie Hart
Name: Mackenzie Hart
Title: Assistant Secretary

**ACCEPTANCE OF APPOINTMENT
AND CONSENT TO SERVE AS REGISTERED AGENT**

Pursuant to Section 5.201(b) of the Texas Business Organizations Code, as amended, the undersigned consents to serve as the registered agent for 51 WEYRICH RD LLC, a Texas limited liability company (the "Represented Entity").

1. I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for the Represented Entity.
2. I am a resident of the State of Texas and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the Represented Entity; to forward such to the Represented Entity; and to immediately notify the Represented Entity and submit a statement of resignation to the Texas Secretary of State if I resign.

Dated effective: February 20, 2020.



Ruben Garibay

MINUTES
AND
CONSENTS

51 WEYRICH RD LLC
WRITTEN CONSENT ACTION
OF THE
BOARD OF MANAGERS
IN LIEU OF ANNUAL MEETING

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole member of the Board of Managers of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Board of Managers of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolutions Adopted in Lieu of 2023 Annual Meeting

WHEREAS, the Board of Managers of the Company desires to re-elect the current officers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and such person hereby is elected to the offices of the Company set forth opposite such person's name, and such person shall occupy such offices until such person's successor(s) shall have been duly elected and qualified, unless such person shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Name:

Ruben Garibay

Offices:

President; Secretary; and Treasurer

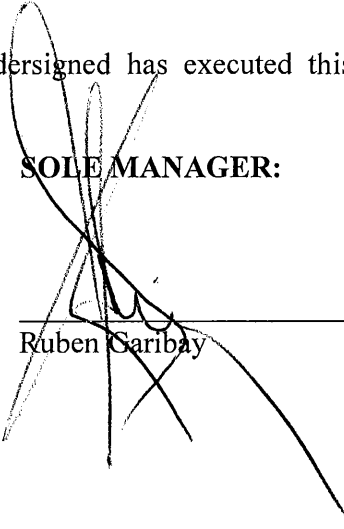
RESOLVED, that this written consent action shall be in lieu of the 2023 annual meeting of the Board of Managers of the Company, and that the presentation of any reports required to be presented at the annual meeting, by the Company Agreement of the Company or otherwise, be and hereby are waived; and finally

RESOLVED, that the actions of the officers of the Company for and on behalf of the Company since the last annual meeting or action of the Board of Managers of the Company be in all respects, and the same hereby are, ratified, approved and adopted as acts of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2023.

SOLE MANAGER:



Ruben Caribay

30613412_1

51 WEYRICH RD LLC
WRITTEN CONSENT ACTION
OF THE
SOLE MEMBER
IN LIEU OF ANNUAL MEETING

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole Member of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Members of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolutions Adopted in Lieu of 2023 Annual Meeting

WHEREAS, the current Board of Managers of the Company consists of the following sole Manager: Ruben Garibay; and

WHEREAS, the sole Member of the Company desires that Ruben Garibay continue to serve as the sole Manager of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and such person hereby is elected to the Board of Managers of the Company, and shall serve as the sole Manager of the Company until such person's successor(s) shall have been duly elected and qualified, unless such person shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Ruben Garibay

RESOLVED, that this written consent action shall be in lieu of the 2023 annual meeting of the Members of the Company, and that the presentation of any reports required to be presented at the annual meeting, by the Company Agreement of the Company or otherwise, be and hereby are waived; and finally

RESOLVED, that all of the acts and proceedings of the Board of Managers and the officers of the Company on behalf of the Company since the last annual meeting or action of the Members of the Company be in all respects, and the same hereby are, ratified, approved and adopted as acts of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2023.

SOLE MEMBER:

WM 2017 TRUST U/T/A/ DATED MARCH 23, 2017

By: 

Name: Yunuen Ignacio Ojeda Vargas

Title: Trustee

30613419_1

51 WEYRICH RD LLC
WRITTEN CONSENT ACTION
OF THE
BOARD OF MANAGERS
IN LIEU OF ANNUAL MEETING

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole member of the Board of Managers of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Board of Managers of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolutions Adopted in Lieu of 2022 Annual Meeting

WHEREAS, the Board of Managers of the Company desires to re-elect the current officers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and such person hereby is elected to the offices of the Company set forth opposite such person's name, and such person shall occupy such offices until such person's successor(s) shall have been duly elected and qualified, unless such person shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Name:

Ruben Garibay

Offices:

President; Secretary; and Treasurer

RESOLVED, that this written consent action shall be in lieu of the 2022 annual meeting of the Board of Managers of the Company, and that the presentation of any reports required to be presented at the annual meeting, by the Company Agreement of the Company or otherwise, be and hereby are waived; and finally

RESOLVED, that the actions of the officers of the Company for and on behalf of the Company since the last annual meeting or action of the Board of Managers of the Company be in all respects, and the same hereby are, ratified, approved and adopted as acts of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2022.

SOLE MANAGER:

Ruben Garibay

30613411_1

51 WEYRICH RD LLC
WRITTEN CONSENT ACTION
OF THE
SOLE MEMBER
IN LIEU OF ANNUAL MEETING

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole Member of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Members of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolutions Adopted in Lieu of 2022 Annual Meeting

WHEREAS, the current Board of Managers of the Company consists of the following sole Manager: Ruben Garibay; and

WHEREAS, the sole Member of the Company desires that Ruben Garibay continue to serve as the sole Manager of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and such person hereby is elected to the Board of Managers of the Company, and shall serve as the sole Manager of the Company until such person's successor(s) shall have been duly elected and qualified, unless such person shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Ruben Garibay

RESOLVED, that this written consent action shall be in lieu of the 2022 annual meeting of the Members of the Company, and that the presentation of any reports required to be presented at the annual meeting, by the Company Agreement of the Company or otherwise, be and hereby are waived; and finally

RESOLVED, that all of the acts and proceedings of the Board of Managers and the officers of the Company on behalf of the Company since the last annual meeting or action of the Members of the Company be in all respects, and the same hereby are, ratified, approved and adopted as acts of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2022.

SOLE MEMBER:

WM 2017 TRUST U/T/A/ DATED MARCH 23, 2017

By: _____

Name: Yuruén Ignacio Ojeda Vargas

Title: Trustee

30613410_1

51 WEYRICH RD LLC
WRITTEN CONSENT ACTION
OF THE
BOARD OF MANAGERS
IN LIEU OF ANNUAL MEETING

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole member of the Board of Managers of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Board of Managers of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolutions Adopted in Lieu of 2021 Annual Meeting

WHEREAS, the Board of Managers of the Company desires to re-elect the current officers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and such person hereby is elected to the offices of the Company set forth opposite such person's name, and such person shall occupy such offices until such person's successor(s) shall have been duly elected and qualified, unless such person shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Name:

Ruben Garibay

Offices:

President; Secretary; and Treasurer

RESOLVED, that this written consent action shall be in lieu of the 2021 annual meeting of the Board of Managers of the Company, and that the presentation of any reports required to be presented at the annual meeting, by the Company Agreement of the Company or otherwise, be and hereby are waived; and finally

RESOLVED, that the actions of the officers of the Company for and on behalf of the Company since the last annual meeting or action of the Board of Managers of the Company be in all respects, and the same hereby are, ratified, approved and adopted as acts of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2021.

SOLE MANAGER:

Ruben Garbay

30613402_1

51 WEYRICH RD LLC
WRITTEN CONSENT ACTION
OF THE
SOLE MEMBER
IN LIEU OF ANNUAL MEETING

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole Member of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Members of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolutions Adopted in Lieu of 2021 Annual Meeting

WHEREAS, the current Board of Managers of the Company consists of the following sole Manager: Ruben Garibay; and

WHEREAS, the sole Member of the Company desires that Ruben Garibay continue to serve as the sole Manager of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and such person hereby is elected to the Board of Managers of the Company, and shall serve as the sole Manager of the Company until such person's successor(s) shall have been duly elected and qualified, unless such person shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Ruben Garibay

RESOLVED, that this written consent action shall be in lieu of the 2021 annual meeting of the Members of the Company, and that the presentation of any reports required to be presented at the annual meeting, by the Company Agreement of the Company or otherwise, be and hereby are waived; and finally

RESOLVED, that all of the acts and proceedings of the Board of Managers and the officers of the Company on behalf of the Company since the last annual meeting or action of the Members of the Company be in all respects, and the same hereby are, ratified, approved and adopted as acts of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2021.

SOLE MEMBER:

WM 2017 TRUST U/T/A/ DATED MARCH 23, 2017

By: 

Name: Yunuen Ignacio Ojeda Vargas

Title: Trustee

30613401_1

51 WEYRICH RD LLC

**JOINT WRITTEN CONSENT ACTION
OF THE
BOARD OF MANAGERS AND THE SOLE MEMBER**

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole member of the Board of Managers and the sole Member of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consent to the adoption of and do hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Board of Managers and the Members of the Company at a joint meeting thereof duly called for the following purposes and waive any right to proper notice in connection therewith:

**Resolutions Approving
Amended and Restated Company Agreement**

WHEREAS, the Company is governed by that certain Company Agreement of the Company, dated February 20, 2020 (the "Current Agreement"); and

WHEREAS, the Board of Managers and the sole Member of the Company deem it advisable and to the advantage, welfare and best interests of the Company to amend and restate the Current Agreement in its entirety with that certain Amended and Restated Company Agreement of the Company (the "Restated Agreement"), dated effective as of August 20, 2020 (the "Effective Date");

NOW, THEREFORE, BE IT:

RESOLVED, that the form, terms and provisions of the Restated Agreement, as reviewed and approved by the Board of Managers and the sole Member of the Company, are hereby in all respects approved, adopted, ratified and confirmed; and further

RESOLVED, that, as of the Effective Date, the Restated Agreement is adopted as the Company Agreement of the Company, and the Secretary of the Company is instructed to insert a copy of the Restated Agreement, signed by the sole Member of the Company, in the Company's minute book.

Resolutions Approving Change of Registered Agent

WHEREAS, the Board of Managers and the sole Member of the Company desire to change the registered agent and the registered office address of the Company in the State of Texas to Registered Agent Solutions, Inc., 1701 Directors Blvd., Suite 300, Austin, Texas 78744 (the "Registered Agent/Office Change");

NOW, THEREFORE, BE IT:

RESOLVED, that the Registered Agent/Office Change is hereby in all respects approved, adopted, ratified and confirmed; and further

RESOLVED, that the officers of the Company are each severally authorized and directed, for and on behalf, and as the act and deed, of the Company, to execute and file with the Secretary of State of the State of Texas any and all documents, instruments and/or filings to effect the Registered Agent/Office Change, including (without limitation) Form 401, Statement of Change of Registered Office/Agent.

Plenary Authority

RESOLVED, that the officers of the Company are each severally authorized, empowered and directed, for and on behalf, and as the act and deed, of the Company, to do all things, take all actions, and execute any documents that they may deem necessary or appropriate to effect the purposes of the foregoing resolutions; and finally

RESOLVED, that all actions taken or to be taken by the officers of the Company in conformity with the purposes and intent of the foregoing resolutions are ratified, approved and adopted as authorized actions of the Company.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned have executed this document effective as of August 20, 2020, which may be executed in multiple counterparts (including copies of original signatures sent by facsimile transmission, portable document format (pdf), or other electronic means capable of creating a printable copy), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

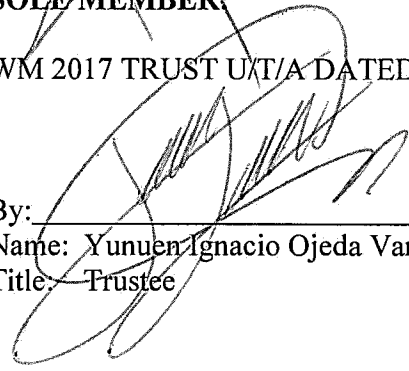
SOLE MANAGER:



Ruben Garibay

SOLE MEMBER:

WM 2017 TRUST U/T/A DATED MARCH 23, 2017


By: _____
Name: Yunuen Ignacio Ojeda Vargas
Title: Trustee

3779105_1

51 WEYRICH RD LLC

**WRITTEN CONSENT ACTION
OF THE
BOARD OF MANAGERS**

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole member of the Board of Managers of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), as named in the Certificate of Formation of the Company, hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Board of Managers of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

**Resolutions Providing for the
Election of Officers of the Company**

RESOLVED, that the following person be and he hereby is elected to the offices of the Company set forth opposite his name, and he shall occupy such offices until his successor(s) shall have been duly elected and qualified, unless he shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Name:

Ruben Garibay

Offices:

President; Secretary; and Treasurer

RESOLVED, that the officers of the Company are each severally authorized, empowered and directed, for and on behalf, and as the act and deed, of the Company, to do all things, take all actions, and execute any documents that they may deem necessary or appropriate to effect the purposes of the foregoing resolutions; and finally

RESOLVED, that all actions taken or to be taken by the officers of the Company in conformity with the purposes and intent of the foregoing resolutions are ratified, approved and adopted as authorized actions of the Company.

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2020.

SOLE MANAGER:

Ruben Garibay

51 WEYRICH RD LLC

**WRITTEN CONSENT ACTION
OF THE
SOLE MEMBER**

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole Member of **51 WEYRICH RD LLC**, a Texas limited liability company (the "Company"), hereby consents to the adoption of and does hereby adopt, ratify and confirm by the execution of this written consent action, the following resolutions and the actions expressed therein with the same force and effect as if such resolutions were duly adopted by a vote of the Members of the Company at a meeting thereof duly called for the following purposes and waives any right to proper notice in connection therewith:

Resolution Approving Election of Initial Board of Managers

WHEREAS, the Company was formed pursuant to that certain Certificate of Formation of the Company (the "Certificate of Formation") filed with the Secretary of State of the State of Texas on February 20, 2020, and the sole Member of the Company desires to elect the sole initial member of the Board of Managers of the Company, as named in the Certificate of Formation;

NOW, THEREFORE, BE IT:

RESOLVED, that the following person be and he hereby is elected as the sole initial member of the Board of Managers of the Company, and he shall serve as the sole Manager of the Company until his successor(s) shall have been duly elected and qualified, unless he shall sooner resign or be removed, in accordance with the Company Agreement of the Company:

Ruben Garibay

IN WITNESS WHEREOF, the undersigned has executed this document effective as of February 20, 2020.

SOLE MEMBER:

WM 2017 TRUST U/T/A DATED MARCH 23, 2017

By: 

Name: Yunuen Ignacio Ojeda Vargas

Title: Trustee

**CONSENT TO ACTION TAKEN IN LIEU OF
ORGANIZATIONAL MEETING
OF THE MANAGEMENT OF
51 WEYRICH RD. LLC**

The undersigned being the management of the Company hereby consent to and ratify the action taken to organize the Company as hereafter stated:

Articles

The Certificate of Formation of the Company were filed with the Secretary of State on February 20, 2020. The duplicate original of the Certificate of Formation be inserted in the minute book of this Company.

Registered Agent

Ruben Garibay, hereby agrees and consents to act as Registered Agent for the corporation at the registered address stated in the Certificate of Formation for the Corporation.

Company Records

The Company shall maintain, as part of its Company record, a minute book that shall include, but that shall not be limited to, a record of the company's Certificate of Formation and amendments thereto, its Company Agreement and amendments thereto, minutes of all meetings of its members and managers; the time and place of the meeting, whether the meeting was regular or special, and, if special, how the meeting was authorized, the notice given, the names of those present at members and managers' meetings, the number of membership units present or represented at members' meeting, and the proceedings at the meetings;

The Secretary of the Company is directed to procure such minute book and such other books and records as may be required by the Company.

Company Agreement

A document entitled "Company Agreement of **51 WEYRICH RD. LLC**" is adopted as the Company Agreement of this Company, and that the Secretary of the Company is ordered to certify a copy of that Company Agreement and insert them in the minute book of the Company; the Secretary is further ordered to certify a copy of that Company Agreement and maintain it in the principal office of the Company for the transaction of its business, open for inspection by the members at all reasonable times during office hours.

Membership Unit Certificates

A form of membership units certificate designed to represent membership units of this Company shall be consecutively numbered beginning with Number 1; that the certificates shall be issued only when the signatures of one Manager, is affixed thereto; that each certificate shall state on its face the name of the person to whom the membership units representing the certificate are issued, the number and class of membership units and the designation of the series, if any, that the certificate represents, the par value of each membership units represented by the certificate or the fact that the membership units are without par value, and that the Company is organized under the laws of Texas; that the certificates shall set forth in full or in summary form, or shall incorporate by reference, such statements as are required by any Articles of the Texas Business Organizations Code.

Issuance of Membership units

The Company shall issue its membership units in exchange for their respective contributions to the following named persons in the amounts set forth opposite their respective names:

Member	Units Issued
WM 2017 Trust	1,000
Bank Account	

The Company may select a Financial Institution, hereinafter called the "Bank," as a depository of funds of this Company, and that a checking account be established and maintained by and in the name of this Company at the Bank, on and subject to any terms and conditions that the Manager(s) of the Company may from time to time agree on with the Bank; and

All checks, drafts, and other instruments for the payment of money drawn or accepted by this Company for payment from that account or at that office of the Bank be signed on behalf of this Company by any of the Manager(s) of the Company; and

Any checks, drafts, or other instruments for the payment of money, endorsed on behalf of this Company for deposit with or collection by the Bank, may be so endorsed in the name of the Company by written or stamped endorsement, without designation or signature of the person making that endorsement; and

The Secretary of the Company is hereby authorized and directed to certify to the Bank that these resolutions have been duly adopted, and are in conformity with the Articles of Organization and Regulations of the Company, to verify to the Bank the names and specimen signatures of the present officers of the Company authorized to sign on such account, and if and when any new officer is elected, to verify the fact of that change and the name and specimen signature of each new officer; and

The Bank is requested and authorized to honor, receive, certify, or pay any instrument signed or endorsed in accordance with these resolutions, including any instrument drawn or endorsed to the personal order of, or presented for negotiation by, any officer signing or endorsing it; and

These resolutions and each certification herein provided for shall remain in full force and effect, and the Bank is authorized and requested to rely and act thereon until it receives at its office to which the certified copy of these resolutions is delivered, either a certified copy of a further resolution of the Company amending or rescinding these resolutions or a further certification of the names and signatures of the officers authorized to sign on such account.

Licenses

The officers of the Company are directed to obtain, in the name of the Company, such licenses and tax permits as may be required for the conduct of the business of the Company by any federal, state, county, or municipal governmental statute, ordinance, or regulation, and to do all things necessary or convenient to qualify the Company to transact its business in compliance with the laws and regulations of any appropriate federal, state, or municipal governmental authority.

Accountant

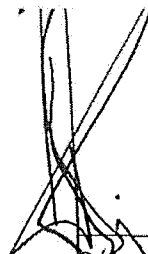
The Company will retain a duly certified public accountant for the Company to set up, prepare, and maintain the financial records of the Company, and to prepare such financial statements and tax returns as may be required of the Company or requested by its members or managers from time to time;

Said accountant is hereby authorized and directed to procure for and at the expense of the Company such books and records as may be required to maintain properly the financial records of the Company.

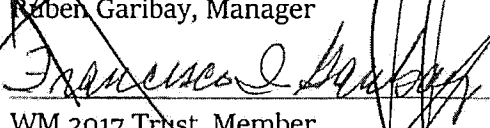
Attorney's Fees

The J. M. Dickerson Law Firm PLLC has rendered services in the formation of the Company. The Managers agree that those parties who advanced these fees be reimbursed for those advancements by the Company and that any further amounts due as attorney's fees and costs connected with the formation of the Company.

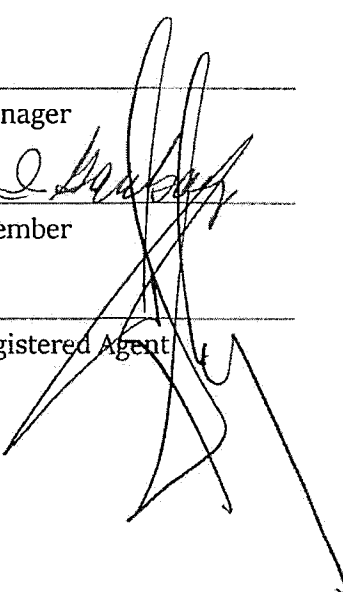
APPROVED BY



Ruben Garibay, Manager



WM 2017 Trust, Member



Ruben Garibay, Registered Agent

COMPANY AGREEMENT

AMENDED AND RESTATED
COMPANY AGREEMENT
OF
51 WEYRICH RD LLC
A Texas Limited Liability Company

THE MEMBERSHIP INTERESTS DESCRIBED IN THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER ANY FEDERAL OR STATE SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH MEMBERSHIP INTERESTS IS RESTRICTED. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH MEMBERSHIP INTERESTS BY THE ISSUER FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH MEMBERSHIP INTERESTS SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO THE COMPANY.

**AMENDED AND RESTATED
COMPANY AGREEMENT
OF
51 WEYRICH RD LLC**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 General	1
Section 1.1 Purpose.....	1
Section 1.2 Powers.....	1
ARTICLE 2 Offices	1
Section 2.1 Principal Offices	1
Section 2.2 Registered Agent and Office.....	1
ARTICLE 3 Single-Member Limited Liability Company	2
Section 3.1 Organization; Regular Meeting.....	2
Section 3.2 Special Meetings.....	2
Section 3.3 Notice of Special Meetings.....	2
Section 3.4 Manner of Acting.....	2
Section 3.5 Foreign Qualification	2
ARTICLE 4 Board of Managers	2
Section 4.1 General Powers	2
Section 4.2 Number, Tenure and Qualifications.....	3
Section 4.3 Regular Meeting.....	3
Section 4.4 Special Meetings.....	3
Section 4.5 Notice of Regular or Special Meetings.....	3
Section 4.6 Quorum	4
Section 4.7 Manner of Acting.....	4
Section 4.8 Vacancies	4
Section 4.9 Compensation	4
Section 4.10 Presumption of Assent	4
Section 4.11 Committees	4
Section 4.12 Limitation of Manager Liability	4
ARTICLE 5 Officers	5
Section 5.1 Number	5
Section 5.2 Election and Term of Office	5
Section 5.3 Removal	5
Section 5.4 Vacancies	5
Section 5.5 President.....	5
Section 5.6 Vice Presidents.....	6
Section 5.7 Secretary	6
Section 5.8 Treasurer	6
Section 5.9 Assistant Secretaries and Assistant Treasurers	6

Section 5.10 Salaries	6
Section 5.11 Securities of Other Issuers	7
ARTICLE 6 Indemnification and Insurance	7
ARTICLE 7 Units, Certificates and Transfer	7
Section 7.1 Authorized Units.....	7
Section 7.2 Certificates for Units.....	7
Section 7.3 Transfer of Membership Units.....	8
ARTICLE 8 Contracts, Loans, Checks and Deposits.....	8
Section 8.1 Contracts	8
Section 8.2 Loans.....	8
Section 8.3 Checks, Drafts, Etc.	8
Section 8.4 Deposits.....	8
Section 8.5 Seal.....	8
ARTICLE 9 Fiscal Year	9
ARTICLE 10 Federal Income Tax Status and Taxes	9
Section 10.1 Federal Income Tax Status.....	9
Section 10.2 Tax Returns.....	9
Section 10.3 Tax Elections	9
ARTICLE 11 Amendments.....	9
ARTICLE 12 Notice and Waiver of Notice	9
ARTICLE 13 Action Without a Meeting	10
Section 13.1 Written Consent	10
Section 13.2 Telephone Conference	10
ARTICLE 14 Winding Up and Termination.....	10
Section 14.1 Event Requiring Winding Up	10
Section 14.2 Winding Up.....	10
ARTICLE 15 Construction.....	10
ARTICLE 16 Governing Law	11

**AMENDED AND RESTATED
COMPANY AGREEMENT
OF
51 WEYRICH RD LLC**

This AMENDED AND RESTATED COMPANY AGREEMENT (this "*Agreement*") of 51 WEYRICH RD LLC, a Texas limited liability company (the "*Company*"), is entered into and shall be effective as of August 20, 2020, by YUNUEN IGNACIO OJEDA VARGAS, AS TRUSTEE OF WM 2017 TRUST U/T/A DATED MARCH 23, 2017 (the "*Member*"), as the sole member of the Company, on the following terms and conditions:

RECITALS:

WHEREAS, the Company is currently governed by that certain Company Agreement of the Company, dated February 20, 2020 (the "*Current Agreement*"); and

WHEREAS, the Member desires to amend and restate the Current Agreement in its entirety as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Member hereby acknowledges, the Member hereby agrees to amend and restate the Current Agreement in its entirety as follows:

ARTICLE 1
General

Section 1.1 Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code (or the corresponding provision of any subsequent law), as amended from time to time (the "*TBOC*").

Section 1.2 Powers. The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the TBOC.

ARTICLE 2
Offices

Section 2.1 Principal Offices. The principal office of the Company shall be located at such location as designated by the Board of Managers (as defined below). The Company may have such other offices, either within or without the State of Texas (which need not be a place of business of the Company), as the Board of Managers may designate or as the business of the Company may require from time to time.

Section 2.2 Registered Agent and Office. The registered agent and registered office of the Company required by the TBOC to be maintained in the State of Texas shall be such agent and address as set forth in the Certificate of Formation of the Company previously filed with the Secretary of State

of the State of Texas (the "*Certificate of Formation*"), pursuant to the TBOC or such other office (which need not be a place of business of the Company) as the Board of Managers may designate from time to time.

ARTICLE 3

Single-Member Limited Liability Company

Section 3.1 Organization; Regular Meeting. The Company has been organized as a single-member limited liability company with the Member as the sole member of the Company. By resolution, the Member may provide the time and place, either within or without the State of Texas, for the holding of regular meetings without notice other than such resolution. No actual contributions are taking place upon the execution of this Agreement, as the Company was previously formed on February 20, 2020.

Section 3.2 Special Meetings. Special meetings of the Member may be called by or at the request of the Member, any member of the Board of Managers, the President or, in his absence or upon his inability to act, any Vice President. The person or persons authorized to call special meetings of the Member may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Member called by them.

Section 3.3 Notice of Special Meetings. Notice of any special meeting, effective upon delivery in accordance herewith, shall be given at least one (1) business day prior thereto by oral or written notice delivered personally, or by written notice mailed to the Member at its address as it appears on the Unit register of the Company in the Company's minute book. If mailed, the notice shall be deemed to be delivered five (5) days following its deposit in the United States mail so addressed, with postage thereon prepaid, certified mail, return receipt requested. The attendance of the Member at a meeting shall constitute a waiver of notice of such meeting, except where the Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.4 Manner of Acting. The affirmative vote of the Member, or the authorized representative of the Member, shall be the act of the Member.

Section 3.5 Foreign Qualification. Prior to the Company conducting business in any jurisdiction other than Texas, the Board of Managers shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

ARTICLE 4

Board of Managers

Section 4.1 General Powers. The business and affairs of the Company shall be managed by a Board of Managers elected by the Member (the "*Board of Managers*"). The Board of Managers may exercise all of the powers of the Company consistent with the Certificate of Formation, this Agreement and applicable law.

(a) Except for situations in which the approval of the Member is required by this Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of

Section 4.1(b), the Board of Managers may make all decisions and take all actions for the Company not otherwise provided for in this Agreement.

(b) Notwithstanding the provisions of Section 4.1(a), the Board of Managers may not cause the Company to do any of the following without first obtaining the affirmative vote or written consent of the Member:

(i) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all of the Company's property and assets (with or without good will), other than in the usual and regular course of the Company's business;

(ii) be a party to a merger, conversion, and/or an exchange or acquisition of the type described in Chapter 10, Subchapters A, B and C of the TBOC; or

(iii) amend or restate the Certificate of Formation or this Agreement.

Section 4.2 Number, Tenure and Qualifications. The number of Managers of the Company, not less than one, shall be determined from time to time by the affirmative vote or resolution of the Member. Managers need not be residents of the State of Texas or members of the Company. The Member shall elect the members of the Board of Managers each year at the annual meeting of the Member. Each Manager elected by the Member (a) shall hold office until the next annual meeting of the Member or until his successor shall have been duly elected and qualified and (b) may be removed at any time, with or without cause by the affirmative vote or written consent action of the Member, as provided in Article 13.

Section 4.3 Regular Meeting. A regular meeting of the Board of Managers shall be held, upon written notice thereof, as required by Section 4.5 below, immediately after, and at the same place as, the regular meeting of the Member. By resolution, the Board of Managers may provide the time and place for the holding of additional regular meetings without notice other than such resolution.

Section 4.4 Special Meetings. Special meetings of the Board of Managers may be called by or at the request of the President or any Manager. The person or persons authorized to call special meetings of the Board of Managers may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board of Managers called by them.

Section 4.5 Notice of Regular or Special Meetings. Notice of any regular or special meeting, effective upon delivery in accordance herewith, shall be given at least one (1) business day prior thereto by oral or written notice delivered personally, or by written notice mailed to each Manager at his address as it appears on the records of the Company. If mailed, the notice shall be deemed to be delivered five (5) days following its deposit in the United States mail so addressed, with postage thereon prepaid, certified mail, return receipt requested. If sent by telecopier, the notice shall be deemed delivered when transmitted. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Managers need be specified in the notice of such meeting.

Section 4.6 Quorum. A majority of the number of Managers fixed by Section 4.2 of this Article 4 shall constitute a quorum for the transaction of business at any meeting of the Board of Managers, but if less than such majority is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

Section 4.7 Manner of Acting. The affirmative vote of a majority of the Company's duly elected members of the Board of Managers at a meeting at which a quorum is present shall be the act of the Board of Managers.

Section 4.8 Vacancies. Any vacancy occurring in the Board of Managers shall be filled by the affirmative vote or resolution of the Member. A person elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any position on the Board of Managers that is to be filled by reason of an increase in the number of Managers shall be filled by election at an annual meeting or at a special meeting of the Member called for that purpose or by the Board of Managers for a term of office continuing only until the next election of one or more Managers by the Member.

Section 4.9 Compensation. By resolution of the Member, the members of the Board of Managers may be paid a fixed sum and/or their expenses of attendance, if any, at each meeting of the Board of Managers, or may be paid a stated salary for acting as a Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

Section 4.10 Presumption of Assent. A Manager who is present at a meeting of the Board of Managers shall be presumed to have assented to any action taken at the meeting unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the secretary of the meeting before adjournment thereof or shall forward his dissent by registered mail to the Secretary of the Company within three (3) business days after adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

Section 4.11 Committees. By resolution adopted by the unanimous vote of the full Board of Managers, the Managers may designate one (1) or more committees from its members, each of which shall exercise such authority and responsibility as may be set forth in the resolution establishing the same, subject to the applicable provisions of the TBOC. Each such committee shall serve at the pleasure of the Board of Managers, and shall establish its own administrative and operational rules and procedures, but shall be required to keep accurate records of all actions taken by it.

Section 4.12 Limitation of Manager Liability. To the greatest extent permitted by applicable law in effect from time to time, a Manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the Manager's capacity as a Manager of the Company except to the extent that the Manager is found to be liable for: (a) a breach of the Manager's duty of loyalty or care to the Company or the Member; (b) an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law; (c) a transaction from which the Manager derived an improper personal benefit; or (d) an act or omission for which the liability of a Manager is expressly provided by statute. If the applicable law is hereafter amended to authorize the further elimination or limitation of the liability of a Manager, then the liability of a Manager of the Company shall be eliminated or limited to the fullest extent permitted by the applicable law as so amended. No amendment, modification, or repeal of this provision will apply to or adversely affect

any right or protection of any Manager of the Company hereunder for or with respect to any acts or omissions of the Manager occurring prior to such amendment, modification or repeal.

ARTICLE 5

Officers

Section 5.1 **Number.** The officers of the Company shall be a President and a Secretary, and such other officers, including one or more Vice Presidents (the number thereof to be determined by the Board of Managers), a Treasurer, and such assistant officers as the Board of Managers may deem to be necessary. Each such officer shall be elected by the Board of Managers. Any two or more offices may be held by the same person. If any two or more offices are held by the same person, such person shall be entitled to exercise the rights and duties of each such office as set forth hereinafter. If the holder of two or more offices is required to sign any documents, instruments, certificates, agreements or any other documents on the Company's behalf, then the signature of such person in any one of his capacities shall be sufficient to bind the Company.

Section 5.2 **Election and Term of Office.** The officers of the Company shall be elected at the regular meeting of the Board of Managers held immediately after, and at the same place as, the annual meeting of the Member or whenever in the best judgment of the Board of Managers the best interests of the Company would be served thereby. Each officer shall hold office until his death, resignation or removal, or until his successor shall have been duly elected and shall have been qualified. No officer need be a resident of the State of Texas, a member of the Company or a Manager. Any elected officers shall have such authority and perform such duties as the Board of Managers may, from time to time, delegate to them.

Section 5.3 **Removal.** Any officer or agent elected or appointed by the Board of Managers may be removed by the Board of Managers whenever in its judgment the best interests of the Company would be served thereby, but the removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.4 **Vacancies.** A vacancy in any office resulting from death, resignation, removal, disqualification or otherwise may be filled by the Board of Managers for the unexpired portion of the term.

Section 5.5 **President.** The President shall be the most senior executive officer of the Company and shall serve as the Company's Chief Executive Officer. Subject to the direction by the Board of Managers, the President shall in general supervise and control all of the business and affairs of the Company. The President shall preside at all meetings of the members and the Board of Managers. The President may sign, with the Secretary or any other proper officer of the Company thereunto authorized by the Board of Managers, certificates for Units of the Company, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Managers has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Managers from time to time.

Section 5.6 Vice Presidents. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President, if one is elected (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. In the absence of the President, a Vice President may preside at a meeting of the members or the Board of Managers. Any Vice President may sign with the Secretary or an Assistant Secretary, certificates for Membership Units of the Company, and shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Managers.

Section 5.7 Secretary. The Secretary shall: (a) keep the minutes of the Member's and the Board of Manager's meetings in one or more books provided for that purpose; (b) see that all notices are given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of the records and of the seal of the Company; (d) keep a register of the mailing address of the Member; (e) sign with the President or a Vice President certificates for Membership Units of the Company, the issuance of which shall have been authorized by resolution of the Board of Managers; (f) have general charge of the Membership Unit transfer books of the Company; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Managers.

Section 5.8 Treasurer. The Treasurer, if required by the Board of Managers, shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Managers shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Company; (b) receive and give receipts for monies due and payable to the Company from any source whatsoever; (c) deposit all such monies in the name of the Company in the banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 8 of this Agreement; and (d) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Managers.

Section 5.9 Assistant Secretaries and Assistant Treasurers. If any Assistant Secretaries are elected, the Assistant Secretaries, when authorized by the Board of Managers, may sign with the President or a Vice President certificates for Membership Units of the Company, the issuance of which shall have been authorized by a resolution of the Board of Managers. If any Assistant Treasurers are elected, and if required by the Board of Managers, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Managers shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform the duties of the Secretary or the Treasurer, respectively, in his or her absence and such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Managers.

Section 5.10 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Managers. Any payments made to an officer of the Company such as salary, commission, bonus, interest, rent or entertainment expense incurred by him which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service shall, upon demand by the Board of Managers, be reimbursed by the officer to the Company to the full extent of the disallowance.

Section 5.11 Securities of Other Issuers. The President or any Vice President of the Company or any other officers designated by the Board of Managers shall have the power and authority to transfer, endorse for transfer, vote, consent or take any other action with respect to any securities of another issuer which may be held or owned by the Company and to make, execute and deliver any waiver, proxy or consent with respect to any such securities and otherwise to exercise any and all rights and powers which the Company may possess by reason of its ownership of securities in such other issuer.

ARTICLE 6

Indemnification and Insurance

The Company shall indemnify the managers, officers, employees, and agents of the Company to the same extent that a corporation is permitted to indemnify its directors, employees, and agents under the applicable law of the State of Texas (or the corresponding provision of any subsequent law), as amended from time to time, as well as to the same extent that indemnification is required under the applicable law of Texas for directors, employees and agents of corporations. Such indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled, under any regulations, agreements, vote of members or disinterested managers, or otherwise, both as to actions taken in their official capacity and as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of such persons. The Company shall have the power to enter into agreements providing for indemnification by the Company of current or former managers, officers, employees and agents or any other person of or who served any predecessor corporation, partnership, joint venture, trust or other enterprise from and against any and all expenses, liabilities or other matters. The Board of Managers of the Company may purchase, on behalf of the Company, such liability, indemnification and/or other similar insurance as the Board of Managers, in its sole discretion, shall determine is necessary or appropriate from time to time. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any manager, officer, employee or agent of the Company hereunder for or with respect to any acts or omissions of such persons occurring prior to such amendment, modification or repeal.

ARTICLE 7

Units, Certificates and Transfer

Section 7.1 Authorized Units. The ownership interests of the Company ("*Membership Interests*") shall be represented by Membership Units, which shall be issued to the Member. The Company shall be authorized to issue 10,000 Membership Units. "Membership Unit" or "Unit" means a unit of Membership Interest issued to a member of the Company. The percentage of Membership Interest in the Company owned by a member of the Company shall be the Membership Units owned by such member, divided by the total number of issued and outstanding Membership Units to all of the Company's members. As the sole member of the Company, the Member shall own 100% of the issued and outstanding Membership Units in the Company.

Section 7.2 Certificates for Units. Subject to the discretion of and adoption by the Board of Managers, certificates evidencing ownership may be issued by the appropriate officers of the Company. Certificates representing the Membership Units of the Company, if issued, shall be in such form not inconsistent with the requirements of law, as shall be determined by the Board of Managers. The certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates for Membership Units shall be consecutively numbered or

otherwise identified. The name and address of the person to whom the Membership Units represented thereby are issued, with the number of Membership Units and date of issue, shall be entered on the Membership Unit transfer books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of Membership Units shall have been surrendered and canceled, except that in the case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Company as the Board of Managers may prescribe.

Section 7.3 Transfer of Membership Units. Transfer of Membership Units of the Company shall be made only on the Membership Unit register or transfer books of the Company, by the holder of record thereof or by its legal representative or its attorney-in-fact authorized by power of attorney, or such other evidence of authority as may be appropriate, duly executed and filed with the Secretary of the Company, and upon surrender for cancellation of the certificate for such Membership Units. The person in whose name Membership Units stand on the books of the Company shall be deemed by the Company to be the owner thereof for all purposes.

ARTICLE 8

Contracts, Loans, Checks and Deposits

Section 8.1 Contracts. The Board of Managers may authorize any officer, officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company and such authority may be general or confined to specific instances.

Section 8.2 Loans. No loans shall be contracted on behalf of the Company and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Managers. This authorization may be general or confined to specific instances.

Section 8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of monies, notes or other evidences of indebtedness issued in the name of the Company shall be signed by such officer, officers, agent or agents of the Company and in such manner as shall from time to time be determined by resolution of the Board of Managers.

Section 8.4 Deposits. All funds of the Company not otherwise employed shall be deposited to the credit of the Company in such banks, trust companies or other depositories as the Board of Managers may select from time to time.

Section 8.5 Seal. The Board of Managers may adopt a company seal in such form as it might determine is necessary or appropriate. If a company seal is adopted, it may be used by causing it, or a facsimile thereof, to be affixed to documents of any nature executed by the Company's officers or agents; provided, however, that it shall not be necessary for a document executed in the name and on behalf of the Company by any authorized officer or agent to have a seal affixed in order to bind the Company fully, and the adoption of a company seal shall not be construed in any way to require the use of a company seal in order for an otherwise properly executed document to be fully binding on the Company.

ARTICLE 9

Fiscal Year

The fiscal year of the Company may be changed from time to time by resolution of the Board of Managers. Unless otherwise designated by the Board of Managers, the fiscal year of the Company shall end on December 31 of each year.

ARTICLE 10

Federal Income Tax Status and Taxes

Section 10.1 **Federal Income Tax Status.** The Company is a single-member limited liability company organized under the laws of the State of Texas. Notwithstanding anything in this Agreement or the Company's other organizational documents to the contrary, the Company's existence separate from its owner shall, solely for federal income tax purposes, be disregarded in accordance with the regulations promulgated under Section 7701 of the Internal Revenue Code of 1986, as amended (the "*Code*"), for so long as the Company qualifies for such "disregarded entity" status. Accordingly, during such period, profits and losses shall be reported directly by the person that constitutes the Company's single owner under and for purposes of such regulations. If at any time the Company's separate existence from its owners is not disregarded under such regulations, profits and losses shall be reported for federal income tax purposes in accordance with the Company's then applicable entity classification status under the Code.

Section 10.2 **Tax Returns.** The Board of Managers shall cause to be prepared and timely filed all necessary federal and state tax returns for the Company, including making the elections described in Section 10.3.

Section 10.3 **Tax Elections.** The Company shall make such tax elections that the Board of Managers may deem appropriate and in the best interests of the Member.

ARTICLE 11

Amendments

Only the Member, by its affirmative vote or resolution, has the power to alter, amend, or repeal this Agreement or to adopt a new company agreement of the Company.

ARTICLE 12

Notice and Waiver of Notice

Except as otherwise expressly provided for in this Agreement, whenever any notice is required to be given under the provisions of this Agreement, and unless otherwise provided hereunder, such notice shall be deemed to be sufficient if deposited in a post office box, sealed in a postage prepaid envelope, certified mail, return receipt requested, addressed to the person entitled thereto at the address of such person on file in the records of the Company, and that notice shall be deemed to have been delivered five (5) days following the date it was mailed. A waiver of notice shall be deemed equivalent to receipt of notice when it has been signed by the person or persons entitled to such notice, whether before or after the time stated therein. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Board of Managers or the Member need be specified in the waiver of notice of the meeting.

ARTICLE 13

Action Without a Meeting

Section 13.1 Written Consent. Any action required or permitted to be taken at a meeting of the Member, the Board of Managers, or any committee may be taken, subject to any further statutory requirements, without a meeting, without prior notice, and without a vote, if a written consent setting forth the action so taken is signed by the Member, the Board of Managers, or committee members, as the case may be, having not less than the minimum number of votes that would be necessary to take such actions at a meeting at which the Member, all members of the Board of Managers or committee members entitled to vote on the action presented were present and voted.

Section 13.2 Telephone Conference. The Member, the Board of Managers, or members of any committee may participate in and hold a meeting thereof by means of a telephone conference or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in this manner at a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Minutes of any meeting involving participation by telephone conference or similar communications equipment shall be prepared and kept in the same manner as minutes of any other meetings.

ARTICLE 14

Winding Up and Termination

Section 14.1 Event Requiring Winding Up. The Company shall wind up its affairs and terminate upon the first to occur of the following:

- (a) the determination by the Member to terminate the Company; or
- (b) the entry of a decree of judicial termination of the Company under Section 11.301 of the TBOC.

Section 14.2 Winding Up. If the Company is terminated, the Board of Managers shall wind up the affairs of the Company. Upon the winding up of the Company, subject to the provisions of the TBOC, the Board of Managers shall pay or make reasonable provision to pay all claims and obligations of the Company, including all costs and expenses of the termination and winding up of the Company. Any remaining assets shall be distributed to the Member.

ARTICLE 15

Construction

Unless the context shall require otherwise: (a) any references herein to a "Section", "Article" or "Exhibit" means the applicable section, article or exhibit of this Agreement, (b) words importing the singular number or plural number shall include the plural number and singular number respectively; (c) words importing the masculine gender shall include the feminine and neuter genders and vice versa; (d) reference to "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation"; and (e) reference in this Agreement to "herein," or "hereunder," or any similar formulation, shall be deemed to refer to this Agreement as a whole, including all Exhibits to this Agreement.

ARTICLE 16
Governing Law

The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

[Remainder of Page Intentionally Left Blank]
[Separate Signature Page Attached]

SIGNATURE PAGE


Attached to and made a part of the
AMENDED AND RESTATED
COMPANY AGREEMENT
OF
51 WEYRICH RD LLC

Dated effective as of August 20, 2020.

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has entered into and executed this Agreement effective as of the date first set forth above.

SOLE MEMBER:

WM 2017 TRUST U/T/A DATED MARCH 23, 2017

By: 
Name: Yunuen Ignacio Ojeda Vargas
Title: Trustee

3778823_1

EXHIBIT A

Attached to and made a part of the
AMENDED AND RESTATED
COMPANY AGREEMENT
OF
51 WEYRICH RD LLC

MEMBER NAME & ADDRESS	MEMBERSHIP UNITS	PERCENTAGE OF MEMBERSHIP INTEREST
WM 2017 TRUST U/T/A DATED MARCH 23, 2017 312 Lake Louise Ct. Laredo, Texas 78041	1,000 Units	100%
TOTAL	1,000 Units	100%

COMPANY AGREEMENT

OF

51 WEYRICH RD. LLC

This Company Agreement of 51 WEYRICH RD. LLC ("Company Agreement") dated as of February 20, 2020, are adopted by the Manager (as defined below) and executed and agreed to, for good and valuable consideration, by the Members (as defined below.)

Section 1

General Provisions

1.01 Name and Place of Business. The business of the Company shall be conducted under the name "51 WEYRICH RD. LLC" The principal place of business, unless changed by the Manager(s), after giving notice to all Members, shall be 312 Lake Louis Ct. Laredo, Texas 78041 which is the companies Registered Office. The companies Registered Agent at that location is Ruben Garibay.

1.02 Term. The Company's existence will commence on the effective date of the initial filing of the Certificate with the Secretary of State of the State of Texas and will continue until the Company terminates pursuant to the terms of this agreement. The company may not conduct business until the Certificate has been filed with the Secretary of State of the State of Texas.

1.03 Members. The names and addresses of the Members of the Company ("Members") shall be:

WM 2017 Trust
312 Lake Louis Ct.
Laredo, Texas 78041

1.04 Definitions. As used in this Company Agreement, the following terms have the following meanings:

"Act" means the Texas Business Organizations Code and any successor statute, as amended from time to time.

"Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified or who is an Associate of the Person. For the purpose of this definition control, controlling, controlled by and under common control with means of possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise and associate means 1) a corporation, partnership, limited liability company, or other business entity of which such person is an officer, owner, partner, member, manager or is directly or indirectly a beneficial owner of 10 percent or more of any beneficial interest, 2) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a singular capacity, and 3) any relative or spouse of such person who is an officer, owner, partner, member, manager or is directly or indirectly, the beneficial owner of 10 percent or more of any beneficial interest is such person.

"Articles" means the Articles of Organization or Certificate of Formation on file with the Secretary of State.

"Capital Contribution" means any contribution by a Member to the capital of the Company.

"Code" means the internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means **51 WEYRICH RD. LLC**, a Texas limited liability company.

"Dispose," "Disposing," or "Disposition" mean a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"Family member" of a Member, or similar words, for purposes of this agreement is defined as the parents, children, lineal descendants of the Member, or a trust for the benefit of such family members, or any entity owned 80% or more by such family members or brother or sister and their descendants. In the case of a Member that is a corporation or limited liability company, the shareholders or members of such Member and the family members of such shareholders or members shall be considered family members of the Member.

"Fundamental Business Transaction" shall mean any action which requires the approval of the Members under the terms of this Agreement.

"Member" means any Person executing these Regulations, as of the date of these

Regulations, as a member or hereafter admitted to the Company as a member provided in these Regulations, but does not include any Person who has ceased to be a member of the Company.

"Membership Interest" means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information and to consent or approve Company actions.

"Membership Shares: with respect to any Member means such Member's Membership interest expressed as a number as described in Section 2.06.

"Person" has the meaning given that term in article 1.01(A)(4) of the Act.

"Super Majority" means, with respect to any group entitled to vote on a matter, one or more members of that group who hold more than sixty six and 2/3rds of the votes held by that group.

"TBOC" means the Texas Business Organizations Code and any successor statute, as amended from time to time. Other terms defined herein have the meanings so given them.

1.05 Construction. Whenever the context requires, the gender of all words used in this Company Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Company Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

Section 2

Contributions and Membership Shares

2.01 Initial Contributions The Members' initial contributions shall consist of their respective interests in the cash and other properties described on attached Exhibit A.

2.02 Additional Contributions by Members. The Members shall not receive interest on their initial contributions or additional contributions to the Company.

2.04 Loans to Company. The Members may lend the Company amounts to pay for capital expenditures or for operating cash deficits instead of the Members funding such costs through additional contributions, or in the alternative the Company may borrow such sums from a bank or other lender. All loans to the Company by the Members shall bear interest at the Wall Street Journal Prime Rate plus 100 basis points (an additional 1%) and may be

secured by Company property and for such period and on such terms as the Manager shall determine.

- 2.05 Return of Contribution. Except as specifically provided in these Regulations, no Member shall have a right to withdraw or be repaid any amount contributed to the Company or any portion of his or her capital account.
- 2.06. Certificates. Membership Certificates representing Membership Shares in the Company shall be in such form as determined by the Members. All Membership Certificates shall be consecutively numbered or otherwise identified. The name of the person to whom the Membership Certificates are issued, the class of Membership Share, the Capital Contribution and the date of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Membership Certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.
- 2.07. New Members. The Managers may cause the Company to issue additional units, Membership interests and admit additional Members on the terms and conditions which are approved by a Super Majority of the Members. At the time additional Units and Membership Interests are issued and Additional Members are admitted to the Company, the Sharing Ratios shall be adjusted to reflect the terms and conditions upon which the additional Units and Membership Interests have issued.

Section 3

Capital Accounts

- 3.01 Initial Capital Accounts of Members. The initial capital accounts of the Members shall be based on the market value of the property contributed to the Company. The initial capital accounts and the initial number of Membership Shares held by each Member are reflected on Exhibit B.
- 3.02 Adjustment of Capital Accounts. The capital accounts of the Members shall be maintained in accordance with the tax accounting basis. In general, the capital accounts of the Members shall be credited for their additional contributions to the Company and for their shares of income or gain; and the capital accounts of the Members shall be debited for their shares of losses and distributions of cash or the fair market value of property.
- 3.03 Negative Capital Accounts. If a Member has received distributions or made withdrawals in excess of his Ownership Interest, as among the Members but not for the benefit of others,

the Member will be indebted to the Company in the amount equal to the excess distributions, and that indebtedness will be payable on terms prescribed by the Manager during the liquidation of the Company.

Section 4 **Allocation of Profits and Losses**

- 4.01 General Allocation. Profits and losses and tax credits shall be allocated to the Members for income tax and accounting purposes in accordance with tax accounting basis.
- 4.02 Special Allocation. Upon the sale of the Company property contributed by a Member (or any property received in exchange for such property), the gain shall be allocated to that Member to the extent that the agreed value of the contribution is greater than the tax basis of such property at the time of its contribution to the Company. In the event that such Member has gifted all or a portion of his Membership Interest, such gain shall be allocated to the donee in that proportion which the donee's gifted interest bears to the total Membership Interests received by the Member for his contribution of such property.

Section 5 **Distributions of Available Cash Flow**

- 5.01 Distributions.
- A. Ordinary Operations. The Manager shall have the full and complete authority to determine the time and amount of all cash distributions to the Members. Any distribution to the Members shall be in proportion to their respective Membership interests in the Company.
 - B. Priority for a Member's Loan and Balancing Capital Accounts. The above distributions shall be subordinate to the repayment of any loans owed by the Company to a Member and to make capital account balances proportionate to Membership interests.
- 5.02 Distributions Subject to a Charging Order. The Company shall not be bound to make any distribution to any Member so long as such Member's Membership interest is subject to any charging order, or other order in favor of any creditor. In such case the Manager may retain any such distributions that would otherwise have been made to the Member concerned ceasing to be subject to a charging order, or other order in favor of any creditor. In such

case the Manager may retain any such distributions that would otherwise have been made to the Member concerned and may add the same to the capital account of such provided that in such case there shall be maintained a record of such application. Upon order in favor of any creditor, the Manager may pay or apply any distributions that would otherwise have been paid to such Member, to or for the benefit of such Member.

- 5.03 Option to Purchase. If the Membership interest of any Member shall at any time be subject to a charging order or any similar order in favor of any creditor, or if a Member shall at any time become bankrupt, then the remaining Members shall have the option at any time during the period of six (6) calendar months from the date of such charging or similar order, or of the bankruptcy of such Member, to purchase (in accordance with their respective proportional interests in the Company, or as may be order, or bankruptcy at the book value of the interest of such Member as contained in bankruptcy. The purchase price, plus simple interest at the rate of eight percent (8%) per annum, shall be paid over a period of twenty (20) years, interest only annual payable one calendar year after the date of the exercise of this option to purchase and thereafter on the same date in each calendar year with one final payment at the end of the term for the full principal amount.
- 5.04 Creditor's Rights Subject to these Regulations, if any creditor shall at any time obtain a charging order against a Member's Membership Interest, then to the extent so charged the judgment creditor shall have only the rights of an assignee of that interest and no rights as a substituted Member.

Section 6

Termination of the Company

- 6.01 Events Causing Termination. The Company shall terminate upon the occurrence of any of the following:
- A. Expiration of Term. The expiration of the term of the Company;
 - B. Consent of Members. The express written agreement of all of the Members; or
 - C. Withdrawal of a Manager. Upon the death, bankruptcy, retirement or dissolution of a Manager who is a Member, unless within 90 days after such termination, all remaining Members unanimously agree in writing to continue the business of the Company and, to the extent that they desire or if there are no remaining Managers, agree to the appointment of one or more new Managers, effective as of the date of

withdrawal.

- 6.02 No Termination Upon Transfer of Membership Interests. Except as provided in Section 6.01, the transfer of Membership Interests (or any portion) shall not interrupt the continuity of or cause the termination of the Company.
- 6.03 Effect of Change in Members. Except as provided in Section 6.01, the death, incapacity, withdrawal, dissolution of the Company, shall not interrupt the continuity of or cause the termination of the Company.
- 6.04 No Right to Terminate. Except as provided in Section 6.01 of these Regulations, no Member shall have the right to terminate or liquidate the Company.
- 6.05 Procedure Upon Termination. Upon termination and dissolution of the Company, the Manager shall distribute the assets of the Company as follows:
- (1) First, in discharging the liabilities and expenses of the Company to non-members, and then for any loans or advances made by any Member to the Company.
 - (2) Second, to set up any reserves which the Manager may consider reasonably necessary for any contingent liabilities or obligations of the Company.
 - (3) Third, to the Members in the same ratio as their respective Membership interests in the Company.

Section 7

Managers and Officers

- 7.01 Managements and Control by Manager. By unanimous consent of the Members, Ruben Garibay shall be the Manager(s) of the Company. The Manager shall have the sole, exclusive and complete discretion to manage and control the business and assets of the Company. No person, firm or corporation dealing with the Company will be required to inquire into or obtain any consent or other documentation as to the authority of the Manager to take any action or to exercise any such rights or as to the authority of the Manager to take any action or to exercise any such rights or powers. It is specifically recognized and acknowledged by the Manager that the Managers owes a fiduciary duty to the Company and to the Members, as defined under the Act and other applicable law. The Manager shall not be liable for any act or omission performed or omitted under these Regulations except for fraudulent,

grossly-negligent or bad faith acts or omissions.

- 7.02 Time Required of Manager. The Manager will not be required to devote full time to the affairs of the Company, but will devote whatever time, effort and skill that may be reasonably necessary for the management of the Company's business. The Manager shall have the right to employ and compensate advisers, either in the capacity of an employee or an independent contractor, to attend to the day-to-day management of the Property and to employ accountants, attorneys and other advisors and charge the costs and expenses thereof to the Company subject to reimbursement from other persons having an interest in the Company.
- 7.03 Number and Term of Office. The number of Managers of the Company shall be determined from time to time by resolution of the Members; provided, however, that no decrease in the number of Managers that would have the effect of shortening the term of an incumbent Manager may be made by the Members. Each Manager shall hold office for the term for which he is elected and thereafter until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Unless otherwise provided in the Articles of Organization, Managers need not be Members or residents of the State of Texas.
- 7.04 Vacancies; Removal and Resignation. Any Manager position to be filled by reason of an increase in the number of Managers may be filled by election at an annual or special meeting of Members entitled to vote called for that purpose. Any vacancy occurring in the Managers other than by reason of an increase in the number of Managers may be filled first, by election at an annual or special meeting of the Members entitled to vote called for that purpose or second, by the affirmative vote of a majority of the remaining Managers though less than quorum of the Managers. A Manager elected to fill a vacancy occurring other than by reason of an increase in the number of Managers shall be elected for the unexpired term of his predecessor in office. At any meeting of Members at which a quorum of Members entitled to vote is present called expressly for that purpose, or pursuant to a written consent adopted pursuant to these Regulations, any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the remaining Managers. If there are no remaining Managers, the Members shall effect new Managers at a special meeting of the Members entitled to vote called for that purpose. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any manager may be removed for cause by a majority of Members, or for no cause by 70% of the members.

7.05 Meetings.

- A. Unless otherwise required by law or provided in the Certificate of Formation or this Company Agreement, a majority of the total number of Managers fixed by, or in the manner provided in the Certificate of Formation or this Company Agreement shall constitute a quorum for the transaction of business of the Managers, and the act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers. A Manager who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.
- B. Meetings of the Managers may be held at such place or places as shall be determined from time to time by resolution of the Managers. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- C. In connection with any annual meeting of Members at which Managers are elected, the Managers may, if a quorum is present, hold its first meeting for the transaction of business immediately after and at the same place as such annual meeting of the Members. Notice of such meeting at such time and place shall not be required.
- D. Regular meetings of the Managers shall be held at such times and places as shall be designated from time to time by resolution of the Managers. Notice of such regular meetings shall not be required.
- E. Special meetings of the Managers may be called by any Manager on at least 24-hours notice to each other Manager. Such notice need not state the purpose or purposed of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for by the Certificate of Formation or this Company Agreement .

7.06 Compensation. The Manager shall receive reasonable compensation, if any, for his services as may be designated from time to time by the Manager. In addition, the Manager shall be

entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of his services hereunder, including the portion of his overhead reasonably allocable to Company activities.

- 7.07 Other Officers. The Company may, at the discretion of the Manager, have additional Officers including, without limitation, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Manager and the office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Managers.
- 7.08 Election and Tenure. The officers of the Company shall be elected annually by the Members entitled to vote at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed.
- 7.09 Resignations and Removal. Any Officer may resign at any time by giving written notice to the Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the Members entitled to vote, with or without cause.
- 7.10 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Members entitled to vote.
- 7.11 Salaries. The salaries of the Officers shall be fixed from time to time by the Manager and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.
- 7.12. Specific Powers. In addition to the powers now or hereafter granted, subject to the limitations described in this Agreement, and without limiting the generality of the powers and authority granted elsewhere in this Agreement, Managers will have the specific power for and on behalf and in the name of the Company, to carry out and implement the purpose of the Company set forth in this Section and to do all things necessary or desirable or expedient in connection therewith or incidental thereto:

- A. To acquire, purchase, own, hold, maintain, develop, operate, sell exchange, lease,

sublet, assign, transfer, or otherwise dispose of tangible and intangible properties of any kind and character;

- B. To enter into, become bound by, and perform obligations under contracts and instruments and to make all decisions and waivers thereunder;
- C. To open, maintain, and close bank accounts, make withdrawals therefrom, and designate and change signatories on such accounts;
- D. To procure maintain with responsible companies insurance, including general liability, bodily injury, and property damage insurance, in amounts that are available and that are generally carried by similar entities;
- E. To incur all legal, accounting, investment banking, independent financial consulting, litigation, brokerage, registration, and other fees and expenses as it may deem m\necessary or appropriate for carrying on and performing the powers and authorities herein conferred;
- F. To collect amounts due the Company, settle claims, prosecute and defend lawsuits, and handle matters with governmental agencies;
- G. To exercise the voting rights of the Company on account of its ownership in any other Person; provided however, that if the action to be voted on is one that, if taken by the Company itself would require the approval of the Members, such approval will be required before the Managers exercise such voting rights to approve such action;
- H. To borrow funds or otherwise commit the credit of the Company; and
- I. To make, constitute, and appoint, by written document duly executed and acknowledged, any Person who does not suffer any legal disability, contractual or otherwise that would prohibit such Person from so acting, as the Company's true and lawful attorney and agent for it and in its name, place, and stead and for its use and benefit to perform any act or exercise any power or authority, all as specified in such documents, that the Managers might perform or exercise in accordance with this Agreement; provided, however, that no such appointment will relieve the Managers of the duties and obligations imposed on them under this Agreement or the Company Act.

7.13 Limitations on Powers and Authority of the Managers. The Managers may not cause the Company to do any of the following without the consent of a Super Majority of the Members:

- A. Do any act in violation of this Agreement;
- B. Do any act that would make it impossible to carry on the ordinary business of the Company (except in connection with the winding up of the Company's business);
- C. Take any action to merge the Company, exchange the Membership Interest in the Company, convert the Company, sell all or substantially all of the assets of the Company or take any other action which is a Fundamental Business Transaction under the terms of this Agreement.
- D. Admit a Person as a Member except as otherwise expressly permitted by this Agreement;
- E. Possess Company property or assign its rights in Company property, other than for a Company purpose;
- F. Amend this Agreement except as otherwise expressly permitted by this Agreement;
or
- G. Cause the Company to hire or retain any Person who is a Partner or an Affiliate of a Member to provide services or products for sums that are greater than the fair market value for similar products or services performed on a substantially similar basis.

Section 8

Members

8.01 Limitation on Rights and Obligations of Members. A Member shall not be: (1) personally liable merely because of his or her interest in the Company beyond his or her specific obligation under this Company Agreement to make a capital contribution, unless the Members otherwise agree in writing with respect to a specified liability; or (2) permitted to take part in the management or control of the business of the Company or to sign for or

bind the Company, such power being vested solely and exclusively in the Manager.

Section 9
Rights of Assignment and Continuation
of Company on Death, Incapacity,
Bankruptcy, or Withdrawal of a Member

- 9.01 Rights of Assignment of Membership Share to Family Members. A Member may assign any or all of his Membership Shares by gift, bequest by will, sale or exchange, or other transfer to a member of the family (direct lineal descendant) of the Member, as defined herein. Such assignee shall become a substitute Member as to the Membership Interest received only upon written, unanimous consent of the remaining Members and only at such time the assignee meets the other conditions set forth in this Agreement.
- 9.02 Continuation of Company on the Death, Incapacity, or Bankruptcy of a Member. Except as otherwise provided herein, the death, incapacity or bankruptcy of a Member shall not cause the dissolution of the Company. If a Member dies, the assignee of such interest shall become a substituted Member only at such time said assignee meets the conditions set forth herein.

A guardian, conservator or other legal representative who is a family member of an incapacitated Member shall have the power to act on the incapacitated Member's behalf, but a non-family member shall not be authorized to exercise all rights of the incapacitated Member concerning the affairs of the Company. "Incapacitated" means physical or mental disability, or both, rendering the Member unable to manage his or her business affairs as determined by the physician regularly attending the incapacitated Member. However, such rights of the Manager acting for the incapacitated Member shall be in accordance with strict fiduciary standards.

Section 10
Other Restrictions on Company Interests

- 10.01 Mortgage of Company Interest. A Member shall not encumber, pledge, make an assignment for the benefit of creditors or otherwise subject his Membership Interest or any Company property to any liens or any other type of security interest without the written consent of the Manager and any such act without proper written consent shall be void and without force or effect. A Manager may not do any of such acts without the consent of the Members holding fifty-one percent (51%) of the Membership Shares and any such act without proper written consent shall be void and without force or effect.

- 10.02 Duties of Substitute Member. No person receiving a Membership Interest shall be admitted as a substitute Member without the unanimous consent of the remaining Members. Any person admitted to the Company as a substitute Member shall, prior to such admission, pay, or cause to be paid by the transferring Member, a transfer fee to the Company which is sufficient to cover all reasonable expenses connected with such sale, transfer, or assignment, and the admission of such person as a Member, including without limitation, the cost of preparing and filing for record and amendment to the Regulations or any amendment filed in the Office of the Secretary of State. Upon admission, such person shall be subject to all provisions of this agreement in the place and stead of his assignor as if originally a party to this agreement.

Section 11

Accounting

- 11.01 Fiscal Year. The fiscal year of the Company for accounting and income tax purposes shall be a calendar year.
- 11.02 Books. The books of account of the Company shall be kept and maintained at all times in the principal place of business of the Company and shall be separate and distinct from all other books and records of any other entity. The books of account shall be maintained on the cash basis in accordance with standard accounting principles and shall make full disclosure of the results of operations and the statement of condition.
- 11.03 Banking, Deposit and Withdrawal of Funds. The Manager will be responsible for depositing Company funds in such accounts as they may establish from chartered bank or savings and loan association) and authorizing withdrawals of such funds by such persons, at such times and in such amounts as the Manager may determine or designate.
- 11.04 Reports. Periodically, the Manager shall prepare and furnish to the Members, as an expense of the Company, unaudited financial statements showing the operations of the Company.
- 11.05 Access to Books. Each Member shall have the right at all reasonable times, during usual business hours, to audit, examine, and make copies of or extracts from the books of the Company.
- 11.06 Tax Returns. All tax returns of the Company are to be prepared by the Company's Certified Public Accountant, at the expense of the Company. Any expense incurred in the preparation

and review of the tax returns shall be at the expense of the Company. Copies of all such returns shall be furnished to all Members within sixty (60) days following the filing of such returns or as soon thereafter as is reasonably possible.

- 11.07 Accountant. The Company's Certified Public Accountant shall be selected by the Manager.
- 11.08 Registered Agent and Initial Office. Ruben Garibay shall be the registered agent for the Company. The address of the initial registered office shall be 312 Lake Louis Ct. Laredo, Texas 78041.
- 11.09 Tax Matters Member. Ruben Garibay shall be the tax matters Member.

Section 12

Meetings

- 12.01 Annual Meeting. The annual meeting of the Members shall be held in the month of February each year, beginning with the year February 20, 2021, for the purpose of reviewing Company operations and the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members entitled to vote shall cause the election to be held at a special meeting of the Members entitled to vote as soon thereafter as it may conveniently be held.
- 12.02 Regular Meetings. The Members may, by resolution, prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Manager in the notice of each such regular meeting.
- 12.03 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or by any two or more Members owning in the aggregate at least 200 Membership Shares.
- 12.04 Notice of Meeting. Written or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called shall be delivered not less than three days before the date of the meeting, either personally or by mail, by or at the direction of the Manager, to each Member at such meeting. If mailed, such

notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

- 12.05 Quorum. At any meeting of the Members those Members holding a majority of Membership Shares as reflected on the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. If less than said members holding a majority of Membership Shares are represented at a meeting, a majority of the Membership Shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.
- 12.06 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.
- 12.07 Voting by Certain Members. Membership Shares held in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the Bylaws of such entity may determine. Membership Shares held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.
- 12.08 Manner of Acting.
- A. Formal Action by Members. Ordinarily, the act of a majority of the Membership Shares represented at a meeting at which a quorum is present shall be the act of the Members. Upon demand of any Member, voting on a particular issue shall be by a majority of total Membership Shares owned in the Company.
- B. Procedure. The Manager of the Company shall preside at meetings of the members, may move or second any item of business, but shall not vote upon any matter when

there is an even number of Members entitled to vote present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members entitled to vote may adopt their own rules of procedure, which shall not be inconsistent with these Regulations.

- C. Presumption of Assent. A Member of the Company who is present at a meeting of the Members, at which action on any matter is taken, shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Manager immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.
- D. Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Member, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all the Members with respect to the subject matter thereof.

- 12.09 Telephonic or other Electronic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 13

Alternate Dispute Resolution ("ADR")

- 13.01 Agreement to Use Procedure. The Members have executed this agreement in good faith and in the belief that they are mutually advantageous to them. It is with that same spirit of cooperation that they pledge to resolve any dispute amicably without litigation. Accordingly, they agree if any dispute arises between them relating to the Company or this agreement ("Dispute"), they will first utilize the procedures specified in this Section ("Procedure") before any additional proceedings.
- 13.02 Initiation of Procedure. The Member seeking to initiate the Procedure ("Initiating Member") must give written notice to the other Members. The notice must describe in general terms the nature of the Dispute, the initiating Member's claim for relief, and identify one or more

individuals with authority to settle the dispute on the Initiating Member's behalf. The Members receiving the notice ("Responding Members", whether one or more) have five business days within which to designate by written notice to the Initiating Member, one or more individuals with authority to settle the Dispute on their Behalf. The individuals so designated will be known as the "Authorized Individuals". The Responding Member may designate himself or herself as an Authorized Individual. The Initiating Member and the Responding Member will be collectively referred to as the "Disputing Members" or individually "Disputing Member".

A. Direct Negotiations. The Authorized Individuals may investigate the Dispute as they deem appropriate. But they agree to promptly, and in no event later than 30 days from the date of the Initiating Member's written notice, meet to discuss the Dispute's resolution. The Authorized Individuals will meet at the times and places and with the frequency as they may agree. If the dispute has not been resolved within 30 days from the date of their initial meeting, the Disputing Members must cease direct negotiations and must submit the Dispute to mediation in accordance with the following procedure.

13.03. Selection of Mediator. The Authorized Individuals will have five business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified attorney-mediators not affiliated with any of the Members. Within five days from receiving the list, the Authorized Individuals must rank the Mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking person will be designated as the mediator. If no more names are on both lists, the highest ranking person will be designated as the mediator. If no mediator has been selected under this procedure, the Disputing Members agree to jointly request a State or Federal District Judge of their choosing to supply within ten business days a list of potential qualified attorney-mediators. If they cannot agree upon a State or Federal District Judge, the Local Administrative Judge for the county in which the principal office of the Company is located will supply the list. Within five business days after receiving the list the Authorized Individuals must again rank the proposed mediators in numerical order of preference and simultaneously exchange the list. They will select as mediator the individual receiving the highest combined ranking. If the mediator is not available to serve, they must proceed to contact the mediator who was next highest in ranking until they are able to select a mediator.

13.04 Time and Place of Mediation. In consultation with the mediator selected the Authorized Individuals must promptly designate a mutually convenient time and place for the mediation. Unless circumstances require otherwise the time may not be later than 45 days

after the mediator is selected.

- 13.05 Exchange of Information. If any Disputing Member has substantial need for information in another Disputing Member's possession in order to prepare for the mediation, all Disputing Members must attempt in good faith to agree to procedures for expeditiously exchanging the information. They may use the mediator's help to expedite the information exchange if necessary.
- 13.06 Summary of Views. Each Disputing Member must deliver to the Mediator and to the other Disputing Members a concise written summary of its views on the matter in dispute and other matters required by the mediator. The summary must be submitted at least seven days before the first scheduled session of mediation. The mediator may also request that a confidential issue paper be submitted to the mediator by each Disputing Member.
- 13.07 Parties to be Represented. In the mediation, each Disputing Member must be represented by an Authorized Individual and may be represented by counsel. With the mediators permission, each Disputing Member may bring additional Persons needed to respond to questions, contribute information and participate in the negotiations.
- 13.08 Conduct of Mediation. The mediator must determine the format for the meetings. The format must be designed to assure that both the mediator and the Authorized Individuals have an opportunity to hear an oral presentation of each Disputing Member's views on the matter in Dispute. The format must be designed so that authorized parties attempt to negotiate a resolution of the matter in dispute, with or without counsel or assistance, but with the mediators assistance. To this end, the mediator is authorized to conduct both joint meetings and separate private caucuses with the Disputing Members. The Mediation session will be private. The mediator will keep confidential all information learned in private caucus with any Disputing Members unless specifically authorized by the disputing Member to disclose the information to the other Disputing Member. The Disputing Members agree to sign a document agreeing that the mediator is to be governed by the provisions of Chapter 154 of the Tex. Civ. Prac. & Rem Code and any other rules ad mediator may prescribe. The disputing members commit to participate in the proceedings in good faith with intention of resolving the dispute if at all possible.
- 13.09 Termination of Procedure.
- A. The Disputing Members agree to participate in the mediation procedure to its conclusion. The mediation may be terminated: a) by the Disputing Members Signing

a settlement agreement; b) the mediator's declaration that the mediation is terminated; or c) by the Disputing Members written declaration to the effect that the mediation process is terminated at the conclusion of one full day's mediation session.

B. Even if the mediation is terminated without resolving the Dispute, the Disputing Members agree not to terminate negotiations and not to commence any additional Proceedings until five days after the mediation expires. Any Disputing Member may however commence Additional Proceedings within the five day period if the dispute may be barred by applicable statute of limitations.

13.10 Fees of Mediation; Disqualification. The Mediator's fees and expenses will be shared equally by the Disputing Members. The Mediator will be disqualified as a witness, consultant, expert, or counsel for any Disputing Member with respect to the Dispute and any related matters.

13.11 Confidentiality. Mediation is a compromise negotiation for purposes of Federal and State Rules of Evidence. It constitutes privileged communication under Texas law. The entire mediation process is confidential. No stenographic, visual, or audio record may be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made during mediation by any Disputing Member, their agents, employees, representatives or other invitees and by the mediator are confidential and will in addition and where appropriate be deemed privileged. The conduct statements, promises, offers, views and opinions may not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. It may not be disclosed to anyone not an agent, employee, expert, witness, or representative of the Members. Evidence otherwise discoverable or admissible, however is not excluded from discovery or admission because of its use in mediation.

Section 14

Buy Out Rights

14.01 Right to Purchase Upon Death or Disability. Following a Transfer by such Member (the "Transferring Member") of its Membership Interest as a result of death or disability, the Managers shall provide each of the other Members notice of such Transfer (the "Transfer Notice"). The other Members will have the right to purchase all or a portion of the Transferring Member's Membership Interest (the "Transferred Interest") for its Fair Value determined as of the date of the Notification Date (as set in this paragraph). Such right may be exercised by anyone or more of the other Members giving, within ninety (90) days after

such Transfer, to the Transferring Member (or its heirs, representatives, or assigns) notice of its desire to purchase all or a portion of such Transferred Interest (the "Notification Date"). If a Member provides a timely notice to purchase all or any portion of the Transferred Interest, as soon as possible thereafter, the Company shall cause the Fair Value of the Transferred Interest to be determined as of the Notification Date. If there is more than one Member who desires to exercise such right (each, a "Purchasing Member"), the Transferred Interest will be allocated among all Purchasing Members as follows: First, a portion of the Transferred Interest will be allocated to each Purchasing Member to the extent of the lesser of (i) the Purchasing Member's pro rata portion (based on the number of Units owned by such Purchasing Member relative to the number of Units of all Purchasing Members) of the Transferred Interest and (ii) the portion of the Transferred Interest that such Purchasing Member expressed a desire to purchase in such notice. If, after such allocation, any portion of the Transferred Interest has not been allocated to the Purchasing Members (the "Residual Transferred Interest"), a similar allocation will be made of the Residual Transferred Interest among the Purchasing Members who have not been allocated the full portion of the Transferred Interest that such Purchasing Members expressed a desire to purchase in their respective notices. Such procedure will be continued until all of the Transferred Interest has been fully allocated, if possible.

- 14.02 Right to Purchase Upon Divorce. If, as a result of divorce, a Transfer of a Membership Interest (the "Divorced Spouse Interest") takes place to the spouse of the Person who is or was a Member (the "Spouse"), the Member who was divorced will have the right to purchase the Divorced Spouse Interest for its Fair Value determined as of the date of the Transfer. Such right may be exercised by the Member who was divorced giving, to (i) Spouse and (ii) each of the other Members, notice of a desire to purchase all or a portion of such Divorced Spouse Interest within three (3) months after such Transfer (the "Initial Notice"). The date of the timely delivery of that Initial Notice is hereinafter referred to as the Initial Notification Date. If, after the delivery of the Initial Notice, the Member who was divorced has not given notice to purchase all or a portion of such Divorced Spouse Interest, the other Members will have the right to purchase the portion of the Divorced Spouse Interest with respect to which the Member who was divorced did not give such notice (the "Residual Divorce Interest") for its Fair Value determined as of the date of the Transfer. Such right may be exercised by the other Members giving, notice six months after their receipt of the Initial Notice, a written notice of their desire to purchase all or a portion of such Residual Divorce Interest. If a Member provides a timely notice to purchase all or any portion of the Divorced Spouse Interest, as soon as possible thereafter, the Company shall cause the Fair Value of the Divorce Spouse Interest to be determined as of the Transfer Date. If there is more than one Member who desires to exercise such right (each, a "Purchasing Member"), the Residual Divorce

Interest will be allocated among all Purchasing Members as follows: First, a portion of the Residual Divorce Interest will be allocated to each Purchasing Member to the extent of the lesser of (i) the Purchasing Member's pro rata portion (based on the number of Units owned by such Purchasing Member relative to the number of Units of all Purchasing Members) of the Residual Divorce Interest and (ii) the portion of the Residual Divorce Interest that such Purchasing Member expressed a desire to purchase in such notice. If, after such allocation, any portion of the Residual Divorce Interest has not been allocated to the Purchasing Members, a similar allocation will be made of the remaining Residual Divorce Interest among the Purchasing Members who have not been allocated the full portion of the Residual Divorce Interest which such Purchasing Members expressed a desire to purchase in their respective notices. Such procedure will be continued until all of the Residual Divorce Interest has been fully allocated, if possible.

- 14.03 Fair Value Determination. In the event the Fair Value of a Membership Interest is to be determined under the terms of this Agreement, the Managers shall cause the Company to select a qualified appraiser for the purpose of making such determination. In connection with any determination of Fair Value, the Company will make its books and records available to the appraiser and will otherwise cooperate and cause its employees to cooperate with such appraiser. The Company will pay the fees and expenses of such appraiser. In each case, the Managers will cause the appraiser to be selected in accordance with the time frames set out in the Section of this Agreement which calls for the Fair Value determination. The determination of Fair Value, made by such independent appraiser will be final, conclusive, and binding on the Company, all Members, and all Assignees of a Membership Interest. Upon receipt of the determination of the Fair Value the Company shall cause the report or reports developed by the appraisers to be distributed to each of the Members as soon as reasonably possible thereafter.
- 14.04 Termination Right. The above notwithstanding, in the event a Member exercises an election to purchase a Membership Interest under the terms of this Article 14.01 or 14.02, the Member may terminate its purchase right within fifteen (15) days following its receipt of the determination of the Fair Value, by delivery of Notice to the party selling the Membership Interest and the Company. If such election is terminated each of the other Members electing to purchase the Membership Interest will have the pro rata right to purchase that interest in the manner set out above.
- 14.05 Securities Laws Compliance. The Membership Interest has not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or the state securities laws of Texas or any other state. Without such registration, no Member or

Assignee may effect or suffer a Transfer until the Member or Assignee provides evidence satisfactory to the Managers which, in the discretion of the Managers, may include an opinion of counsel satisfactory to the Managers, that such registration is not required for such Transfer to the effect that any such Transfer will not be in violation of the Securities Act of 1933, as amended, applicable state securities laws, or any rule or regulation promulgated thereunder.

14.06 Closing. If one or more Members elect to purchase the Membership Interest under the terms of this Article, the Closing shall be on or before that date which is the later of thirty (30) days after (i) the Notification Date or (ii) the determination of the Fair Value under the terms of this Agreement. At the Closing, the Person selling the Membership Interest will transfer the Membership Interest to be sold to the Member or Members purchasing the Membership Interest, free and clear of any liens or encumbrances (other than those which may have been created to secure any indebtedness or obligations of the Company). At the Closing, the purchase price to be paid for the Membership Interest shall be paid to the Person selling their interest, as follows:

A. Terms of Purchase. The purchase price shall be paid ten percent (10%) in cash and the balance to be evidenced by a promissory note initially bearing interest at the prevailing Wall Street Journal prime rate of interest. The interest rate shall be adjusted annually so that on each anniversary date of the note the interest rate shall be changed to the then prevailing prime rate, with all accrued interest to be paid annually on the anniversary date of the note, and principal to be paid in five (5) equal annual installments beginning on the first anniversary date until the note is paid in full, with each payment being applied first to accrued interest and then to reduction of principal. Such note shall be unsecured. Any one or more purchasing Members may partially or completely prepay such note at any time.

14.07 Third Party Offer. In the event a Member (the "Selling Member") desires to sell all or any portion of its Membership Interest to a Person or entity other than an existing Member or a Permitted Transferee of the Member it shall first offer the Membership Interest to the other Members on the terms set out below:

A. Upon receipt of the terms of a third party offer to purchase such Membership Interest which is acceptable to the Selling Member (the "Third Party Offer") the Selling Member shall promptly deliver a copy of the Third Party Offer to all other Members, and shall thereafter promptly disclose all pertinent information with regard to the offer which the other Members may reasonably request. For the

purpose of this Article, if the written offer contains provisions relating to the purchase and sale of items other than the Membership Interest, the Third Party Offer shall be deemed to relate to only those terms and conditions set out in the written offer which relate to the Membership Interest. The date that all of the Members receive notice of the Selling Member's intent to sell his Membership Interest is the "Notification Date".

- B. Each Member who is to receive the copy of the Third Party Offer made to the Selling Member will have twenty (20) days from the Notification Date in which to notify the Selling Member in writing of his intention to purchase all (but not less than all) of the Selling Member's Membership Interest for the amount and on the terms and conditions set out in the Third Party Offer. If more than one of the Members (the "Electing Members") elect to purchase the Selling Member's Membership Interest, each Electing Member shall purchase the part of the Selling Member's Membership Interest that is proportional to the Electing Member's Membership Interest divided by the aggregate Membership Interest of all Electing Members. If none of the Members elect to purchase the Membership Interest of the Selling Member within twenty (20) days from the Notification Date, the Selling Member may then sell his Membership Interest to the Third Party on the terms and conditions of the Third Party Offer.
- C. If one or more of the Electing Members elect to purchase the Membership Interest, then, accept as set out below, the Closing shall be on or before that date which is the later of: (i) thirty (30) days after the Notification Date, or (ii) the date set out for closing under the terms of the Third Party Offer, and the purchase price must be paid on the same terms and conditions as are set out in the Third Party Offer.
- D. At the Closing, the Selling Member will transfer the Membership Interest to be sold to the Electing Members, free and clear of any liens or encumbrances (other than any encumbrances to be taken subject to or assumed under the terms of the Third Party Offer). If the sale to the Third Party is not closed within 180 days following the Notification Date, the Membership Interest to be sold shall first be re-offered to the other Members as described in this Section.
- E. A person who purchases a Membership Interest in the Company under this Section (other than an existing Member) shall only be entitled to the right of an Assignee until admitted to the Company as a Substitute Member as provided in this Agreement.

Section 15
Competition

- 15.01 Neither this Agreement nor the relationship created hereby will preclude or limit, in any respect, the right of any Member or Manager or any Affiliate of any Member or Manager to engage, directly or indirectly, through participation, investment, or otherwise, in any opportunity or business of any type, including those that may be the same as or similar to the Company or its business, those that compete with the Company, and those in which the Company has invested. No Member, Manager, or any Affiliate of a Member or Manager will have any obligation to offer to the Company or any other Member the right to participate in any such activity. Neither the Company nor any other Member or Manager or any Affiliate of a Member or Manager will have any right, by virtue of this Agreement or the relationship created by this Agreement, with respect to any such activity.

Section 16
Default by Member

- 16.01 Default of a Member. Anyone of the following events shall be deemed to be an Event of Default (the "Default") by a Member:
- A. Failure to make a Capital Contribution in the manner or time periods set out herein.
 - B. A material violation of any other provisions of this Agreement.
 - C. The gross negligence, fraud, theft or willful misconduct committed by the Member against the Company or one or more of the Members in connection with the operation of the Company.
- 16.02 Terminations of Defaulting Member. In the event of a default by a Member, the Member shall be provided written notification to cure such Default from the Company or anyone or more Members who are not in default (the "Non-Defaulting Members"). The defaulting Member (the "Defaulting Member") shall have thirty (30) days following receipt of such notice to cure said Default (the "Cure Period"). If the Defaulting Member fails to cure the Default within the Cure Period, the Company shall provide Notice to the Non-Defaulting Members (the "Default Notice") and the Non-Defaulting Members may pursue any and all remedies that may be available, at law and in equity, to cure such Default, including the remedy of specific performance if it is available.

- 16.03 Right to Purchase Upon Default. In addition to each of the remedies for a Default by a Member, as set out above, should a Default occur, each of the Non-Defaulting Members shall have the right to purchase all or a portion of the Defaulting Member's Membership Interest (the "Defaulting Interest") for 100% of its Book Value determined as of the date of such Default Notice. Such right may be exercised by anyone or more of the Non-Defaulting Members giving, within forty five (45) days after such Default Notice, to the Defaulting Member notice of its desire to purchase all or a portion of such Defaulting Interest (for the purpose of this Section the "Notification Date"). If a Member provides a timely notice to purchase all or any portion of the Defaulting Interest, as soon as possible thereafter, the Company shall cause the Book Value of the Defaulting Interest to be determined as of the date of such Default Notice. If there is more than one Non-Defaulting Members who desires to exercise such right (each, a "Purchasing Member"), the Defaulting Interest will be allocated among all Purchasing Members as follows: First, a portion of the Defaulting Interest will be allocated to each Non-Defaulting Member to the extent of the lesser of (i) the Non-Defaulting Member's pro rata portion (based on the number of Units owned by such Non-Defaulting relative to the number of Units of all Non-Defaulting Members) of the Defaulting Interest and (ii) the portion of the Defaulting Interest that such Non-Defaulting Member expressed a desire to purchase in such notice. If, after such allocation, any portion of the Defaulting Interest has not been allocated to the Non-Defaulting Members (the "Residual Defaulting Interest"), a similar allocation will be made of the Residual Defaulting Interest among the Non-Defaulting Members who have not been allocated the full portion of the Defaulting Interest that such Non-Defaulting Members expressed a desire to purchase in their respective notices. Such procedure will be continued until all of the Defaulting Interest has been fully allocated, if possible.
- 16.04 Closing. If one or more Members elect to purchase the Defaulting Interest under the terms of this Article, the Closing shall be on or before that date which is the later of thirty (30) days after (i) the Notification Date or (ii) the determination of the Fair Value under the terms of this Agreement. At the Closing, the Defaulting Member will transfer the Membership Interest to be sold to the Non-Defaulting Members, free and clear of any liens or encumbrances (other than those which may have been created to secure any indebtedness or obligations of the Company). At the Closing, the purchase price to be paid for the Defaulting Interest shall be paid to the Defaulting Member as follows:
- A. Terms of Purchase. The purchase price shall be paid ten percent (10%) in cash and the balance to be evidenced by a promissory note initially bearing interest at the prevailing Wall Street Journal prime rate of interest. The interest rate shall be

adjusted annually so that on each anniversary date of the note the interest rate shall be changed to the then prevailing prime rate, with all accrued interest to be paid annually on the anniversary date of the note, and principal to be paid in five (5) equal annual installments beginning on the first anniversary date until the note is paid in full, with each payment being applied first to accrued interest and then to reduction of principal. Such note shall be unsecured. Any one or more purchasing Members may partially or completely prepay such note at any time.

- 16.05 Cumulative Remedies. Except as otherwise expressly set forth in this Agreement, the rights and remedies provided by this Agreement are cumulative and the use of anyone right or remedy by any party will not preclude or constitute a waiver of its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the Members may have by law, statute, ordinance, or otherwise.
- 16.06 Cure of Default. The Default of any Member may be remedied by anyone or more Non-Defaulting Members; provided however, to the extent such Default has occurred a remedy shall not terminate the rights of the Company or Non-Defaulting Members under this Article. In such event, any amount paid out to cure such Default, together with all reasonable expense and interest at the highest lawful rate not to exceed the Base Rate, shall be repaid to the Non-Defaulting Members by the Defaulting Member. Such advance with interest shall be repaid out of either (i) the distributions to the Defaulting Member pursuant to this Agreement, until the Non-Defaulting Member is fully reimbursed, or (ii) shall be paid out of the proceeds from the sale of the Defaulting Member's Membership Interest pursuant to this Article. Any cure of a Default under this Article shall have no effect on the other Member's rights to acquire a Defaulting Member's Membership Interest under the terms of this Agreement.

Section 17

Miscellaneous

- 17.01 Execution of Documents. Each Member agrees to execute, with acknowledgment or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of the Company and the achievement of its purposes, specifically including the Certificate and all amendments thereto, as well as any cancellation thereof.
- 17.02 Entirety. This Company Agreement contains the entire agreement among the parties and supersedes all prior writings or representations.

- 17.03 Governing Laws. The laws of the State of Texas shall govern the interpretation of this Company Agreement, and this Company Agreement is performable in Webb County, Texas.
- 17.04 Headings. The headings which have been used throughout this Company Agreement has been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Company Agreement. Words of any gender used in this Company Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- 17.05 Severability. If any one or more of the provisions of this Company Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable.
- 17.06 Counterparts. This Company Agreement may be executed in multiple counterparts each of which shall be an original but all of which shall constitute one instrument. It shall not be necessary that all parties hereto be signatory to the same counterpart.
- 17.07 Binding. This Company Agreement shall bind the Members, their heirs, successors, assigns, and personal representatives. "Members" as used in this Company Agreement shall not include any spouse of any person who may become a Member pursuant to the provisions hereof, but such Members, their spouses, their (and their spouses') heirs, successors, assigns and personal representatives shall be bound by this Company Agreement.
- 17.08 Creditors Not Benefitted. Nothing in this Company Agreement is intended to benefit any creditor of the Company or a Member. No creditor of the Company or a Member will be entitled to require the Manager to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company or any Member may have against a Member, whether under this Company Agreement or otherwise.
- 17.09 Effective Date. It is agreed that this Company Agreement shall be effective as of the date recited above regardless of the date of the signatures of the Members or of the date the last transfer of assets to the Company is finally completed.
- 17.10 Merger, Conversion, Interest Exchange. The Company may effect or participate in merger, conversion, or interest exchange (as such terms are defined in the TBOC) or enter into an agreement to do so with the consent of the Managers and of the Super Majority of the members.

ADOPTION

The undersigned, being the Manager(s) of 51 WEYRICH RD. LLC, a Texas Limited Liability Company, hereby evidences his adoption of the foregoing Company Agreement of the Company.



Ruben Garibay, Manager

RATIFICATION

The undersigned, being all of the Members of 51 WEYRICH RD. LLC, a Texas Limited Liability Company, hereby evidence their adoption and ratification of the foregoing Company Agreement of the Company.

EXECUTED by each Member on the date indicated.



WM 2017 Trust, Member

EXHIBIT A
51 WEYRICH RD. LLC

CAPITAL CONTRIBUTIONS OF 51 WEYRICH RD. LLC

WM 2017 Trust

DEEDS, LEASES
AND REAL ESTATE
DOCUMENTS

[NO CONTENT]

CONTRACTS, NOTES
AND MISCELLANEOUS
DOCUMENTS

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT (this "Agreement") is made and entered into effective as of February 20, 2020 (the "Effective Date"), by and between 51 WEYRICH RD LLC, a Texas limited liability company (the "Company"), and YUNUEN IGNACIO OJEDA VARGAS, AS TRUSTEE OF WM 2017 TRUST U/T/A DATED MARCH 23, 2017 (the "Trust").

RECITALS:

WHEREAS, the Company Agreement of the Company, dated as of the Effective Date (the "Company Agreement"), was previously adopted pursuant to that certain Consent to Action Taken in Lieu of Organizational Meeting of the Management of the Company (the "Organizational Consent", and together with the Company Agreement, the "Organizational Documents"), and it was intended for the Trust, as the sole member of the Company at and following the Effective Date, to be an original signatory to such Organizational Documents;

WHEREAS, the individual executing the Organizational Documents on behalf of the Trust was not the Trustee (or other authorized representative) of the Trust as of the Effective Date and was listed as a signatory for the Trust in error and thus did not have legal power or authority to execute documents on behalf of the Trust or bind the Trust to any agreements as of the Effective Date; and

WHEREAS, the parties hereto desire to enter into this Agreement to (i) correct such error and have the correct Trustee of the Trust execute and be bound by all of the terms and provisions of the Company Agreement and any other governing documents of the Company, and (ii) have the correct Trustee of the Trust acknowledge, agree, consent to, and ratify the resolutions set forth in the Organizational Consent;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants, agreements and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confirmation and Incorporation of the Recitals. The parties hereto agree that the recitals set forth above are true and correct, that they are incorporated into this Agreement and are binding upon the parties hereto.

2. Bound by Governing Documents. As of the Effective Date, the undersigned correct Trustee of the Trust hereby agrees that it is a party to, and is bound by all of the terms, provisions and conditions of, the Company Agreement and any other governing documents of the Company as though the Trust were an original signatory to such Company Agreement and governing documents of the Company.

3. Ratification of Organizational Consent. The undersigned correct Trustee of the Trust hereby acknowledges, agrees, consents to, and ratifies all of the resolutions set forth in the Organizational Consent.

4. Further Actions. Each party hereto, at its own expense, shall execute and deliver such other documents and take such other action as another party hereto may reasonably request in order to consummate more effectively the agreements and transactions contemplated in this Agreement.

5. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, heirs, legal representatives, successors and permitted assigns.

6. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof.

7. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

8. Construction. Any rule of construction that a document is to be construed against the drafting party shall not be applicable. The parties hereto agree that the terms of this Agreement are the product of negotiation of the parties hereto, and that this Agreement shall not be construed against any party by virtue of the fact that one party may have drafted the Agreement.

9. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue in any action arising under, or related to, this Agreement shall exclusively lie in a court of competent jurisdiction located in Webb County, Texas.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The signature of any of the undersigned parties may be delivered and made by original, facsimile, portable document format (pdf) or other electronic means capable of creating a printable copy, and each such signature shall be treated as an original signature for all purposes.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

COMPANY:

51 WEYRICH RD LLC,
a Texas limited liability company

By: _____
Name: Ruben Garibay
Title: President

TRUST:

WM 2017 TRUST U/T/A DATED MARCH 23, 2017

By: _____
Name: Yunuen Ignacio Ojeda Vargas
Title: Trustee

3779392_1

Date of this notice: 02-28-2020

Employer Identification Number:
84-4917586

Form: SS-4

Number of this notice: CP 575 G

51 WEYRICH RD LLC
RUBEN GARIBAY SOLE MBR
312 LAKE LOUISE CT
LAREDO, TX 78041

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4917586. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 51WE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

02-28-2020 51WE O 9999999999 SS-4

CP 575 G (Rev. 7-2007)

CP 575 G

DATE OF THIS NOTICE: 02-28-2020
EMPLOYER IDENTIFICATION NUMBER: 84-4917586
FORM: SS-4 NOBOD

51 WEYRICH RD LLC
RUBEN GARIBAY SOLE MBR
312 LAKE LOUISE CT
LAREDO, TX 78041

MEMBERSHIP UNIT
REGISTER AND
CERTIFICATES

TRANSFER LEDGER OF
51 WEYRICH RD. LLC

Effective February 20, 2020

Name of Certificate Holder	Address of Certificate Holder	Date Became Owner	Cert. No.	No. Of Units	From Whom Transferred	Amount Paid Thereon	Date Of Transfer	To Whom Transferred.
WM 2017 Trust	312 Lake Louis Ct. Laredo, Texas 78041	02/20/20	1	1,000	Original			

Organized Under the Laws of the
State of Texas

Cert No.

1

Units

1,000

51 WEYRICH RD. LLC

This certifies that WM 2017 TRUST *is the owner of* ONE THOUSAND *Units of a*
Limited Liability Company Organized under the laws of the state of Texas transferable only on the books of the Limited Liability
Company by the Holder hereof in person or by duly authorized Attorney, upon Surrender of this Certificate properly endorsed.

In Witness Whereof, The Limited Liability Company has caused this Certificate to be signed by its duly authorized
Member.

This 20th Day of February, 2020

By

Ruben Garibay, Manager

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.

Warranty Deed with Vendor's Lien

Date: October 5, 2021

Grantor: Edward W. Ritchie, III

Grantor's Mailing Address:

P.O. Box 186, La Pryor
Zavala County, Texas 78872

Grantee: 51 Weyrich Rd. LLC

Grantee's Mailing Address:

312 Lake Louise Ct., Laredo,
Webb County, Texas 78041

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Seven Hundred Eighty Three Thousand Eight Hundred and 00/100 Dollars (\$783,800.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Cgc Ritchie, Trustee.

Property (including any improvements):

TRACT 1: Being 57.05 acres lying and situated in Maverick County, Texas, and being 38.31 acres out of Survey 44, Abstract 741, and 18.74 acres out of Survey 43, Abstract 790; Said 57.05 acres also being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof.

TRACT 2: Being 11.12 acres lying and situated in Maverick County, Texas, and out of Survey 45, Abstract 733, Juan Losoya, Original Grantee, said 11.12 acres being more particularly described by metes and bounds in Exhibit B, attached hereto and made a part hereof.

TRACT 3: Being 3.7026 acres lying and situated in Maverick County, Texas, and being 3.7026 acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 3.7026 acres being more

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.

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TRACT 3: Being 3.7026 acres lying and situated in Maverick County, Texas, and being 3.7026 acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 3.7026 acres being more

particularly described by metes and bounds in Exhibit C, attached hereto and made a part hereof.

TRACT 4: Being 24.65 acres lying and situated in Maverick County, Texas; said 24.65 acres being more particularly described by metes and bounds in deed recorded in/under Volume 34, Page 338, Deed Records of Maverick County, Texas, SAVE AND EXCEPT a 3.7026 acre tract which is more particularly described by metes and bounds in Exhibit D, attached hereto and made a part hereof, and SAVE AND EXCEPT an 11.12 acre tract which is more particularly described by metes and bounds in Exhibit E, attached hereto and made a part hereof, corrected in Affidavit, attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
2. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in/under Volume 14, Page 419, and Volume 16, Page 250, of the Deed Records of Maverick County, Texas.
3. All terms, conditions, and provisions of that certain Order, recorded in/under Volume 25, Page 64, of the Deed Records of Maverick County, Texas.
4. Easement, Right of Way and/or Agreement granted to Texas Electric Service Company, by instrument dated July 27, 1932, recorded in/under Volume 27, Page 431, of the Deed Records, Maverick County, Texas.
5. Oil, gas and mineral lease dated November 10, 1977, recorded in/under Volume 38, Page 487, of the Miscellaneous Records of Maverick County, Texas in favor of J. W. Doak.
6. All terms, conditions, and provisions of that certain Certificate of Adjudication, recorded in/under Volume 45, Page 486, of the Deed Records of Maverick County, Texas.
7. Easement, Right of Way and/or Agreement granted to Central Power and Light Company, by instrument dated March 13, 1985, recorded in/under Volume 224, Page 268, of the Deed Records, Maverick County, Texas.
8. Easement, Right of Way and/or Agreement granted to Eagle Pass Water Works System, by instrument dated May, 2004, recorded in/under Volume 802, Page 161, of the Official Records, Maverick County, Texas.
9. Easements contained in deed recorded in Volume 219, Page 185, Deed Records of Maverick County, Texas.
10. Any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection might disclose.
11. Any visible or apparent easements and/or roadways over or across the subject property.

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

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

The vendor's lien against and superior title to the Property are retained until each 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.



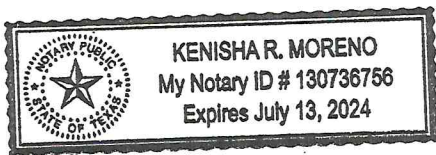
Edward W. Ritchie, III

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF Zavala §

This instrument was acknowledged before me on this the 7th day of October, 2021, by Edward W. Ritchie, III.





Notary Public, State of Texas

My commission expires: July 13, 2024

GF No. 1370401

AFTER RECORDING RETURN TO:

STEWART TITLE
703 E. MAIN STREET
EAGLE PASS, TX 78852

PREPARED IN THE LAW OFFICE OF:

RITCHIE LAW GROUP PLLC
493 MADISON STREET
EAGLE PASS, TX 78852

AFFIDAVIT
CORRECTION INSTRUMENT
AS TO A RECORDED ORIGINAL INSTRUMENT
WARRANTY DEED

Date: September 29, 2021

Affiant: W. Andrew McLaughlin, Registered Public Surveyor

Original Instrument: Warranty Deed, dated July 30, 1987, executed by E. W. Ritchie, Jr. ("Grantor"), to Mildred Goodson ("Grantee"), recorded in Volume 248, Page 137, Deed Records of Maverick County, Texas

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

1. My name is W. Andrew McLaughlin. I am a Registered Public Surveyor. I am over the age of eighteen (18) years and am otherwise competent to make this Correction Affidavit.
2. I have personal knowledge of the facts relevant to the correction of the above referenced Original Instrument as evidenced by the following facts: The Field Notes attached to the Original Instrument as Exhibit "A" contained a clerical error and stated as follows:

FIELD NOTES FOR AN 11.12 ACRE TRACT (TRACT IV-B)

Being 11.12 Acre lying and situated in Maverick County, Texas and being 6.82 Acres out of Survey 45, Abstract 733, Juan Losoya, Original Grantee and 4.30 Acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 11.12 Acre being more particularly described by metes and bounds as follows:

STARTING in search of a Point of Beginning at ½" Iron Rod found at the southeast corner of Survey 45, Abstract 733, thence N89°02'41" W, 8.89 feet to a ½" Iron Rod; thence N57°02'41" W 1192.28 feet to a ½" Iron Rod for the POINT OF BEGINNING;

THENCE N44°57'19" W, 1660.28 feet to an angle point;

THENCE N45°02'41" W, 271.78 feet to a point on the center line of a concrete ditch; THENCE along the center line of said concrete ditch the following calls:

N40°08'00" E, 956.52 feet to an angle point;

N44°29'00" E, 55.90 feet to an angle point;
N55°25'00" E, 58.80 feet to an angle point;
N61°35'09" E, 580.32 feet to an angle point;

THENCE S57°02'41" E, 179.80 feet to the POINT OF BEGINNING.

The Field Notes attached as Exhibit "A" to the Original Instrument should have read as follows:

FIELD NOTES FOR AN 11.12 ACRE TRACT (TRACT IV-B)

Being 11.12 Acre lying and situated in Maverick County, Texas and being 6.82 Acres out of Survey 45, Abstract 733, Juan Losoya, Original Grantee and 4.30 Acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 11.12 Acre being more particularly described by metes and bounds as follows:

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THENCE along the center line of said concrete ditch the following calls:

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N44°29'00" E, 55.90 feet to an angle point;
N55°25'00" E, 58.80 feet to an angle point;
N61°35'09" E, 580.32 feet to an angle point;

THENCE S57°02'41" E, 179.80 feet to the POINT OF BEGINNING.

3. I am making this Affidavit as a correction instrument pursuant to §5.028 of the Texas Property Code, with regard to the clerical error found in the Field Notes attached as Exhibit "A" to the Original Instrument. This affidavit does not accept responsibility for the survey or Field Notes prepared by Richard N. Lane Jr. as certified on July 24, 1987 and made a part of the above referenced Original Instrument. The sole purpose of the affidavit is to correct a clerical error in the bearing stated in the third paragraph of the Field Notes of said instrument from the northwest quadrant to the southwest quadrant

(changing N 57°02'41" W to S 57°02'41" W), in order for the described 11.12 acre tract to close back to the Point of Beginning.

4. I have given notice of this correction of the Original Instrument by sending a copy of this Correction Affidavit by mail to each party to the Original Instrument, in accordance with §5.028 (d) (2) of the Texas Property Code. The evidence of said notice is attached to this affidavit as required by §5.028 (d) (1) of the Texas Property Code.



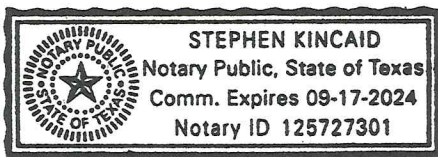
AFFIANT:

W. Andrew McLaughlin 9/30/2021
W. Andrew McLaughlin
Registered Public Surveyor

STATE OF TEXAS §

COUNTY OF MAVERICK §

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 30th day of September, 2021, by W. Andrew McLaughlin, Registered Public Surveyor.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

STEWART TITLE
703 E. MAIN STREET
EAGLE PASS, TX 78852

Doc #: 2113102

Filed & Recorded:
10/21/2021 01:55PM
SARA MONTEMAYOR
COUNTY CLERK
MAVERICK

Recording Fee - Land Recs	\$25.00
Records Management	\$10.00
Records Preservation Fund	\$10.00
Courthouse Security Fee	\$3.00
Extra Names/Indexing	\$0.00
Dalia Martinez, Deputy	

STATE OF TEXAS
COUNTY OF MAVERICK

I hereby certify that this instrument
was filed on the date and time stamped
thereon by me and was duly recorded in
the OFFICIAL PUBLIC RECORDS of
Maverick County, Texas.

Any provisions herein which restricts
the sale, rental, or use of the described
real property because of color or race
is invalid and unenforceable under
federal law.

SARA MONTEMAYOR
COUNTY CLERK MAVERICK COUNTY, TEXAS



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Deed of Trust
Security Agreement - Financing Statement

Terms

Date: October 5, 2021

Grantor: 51 Weyrich Rd. LLC

Grantor's Mailing Address:

312 Lake Louise Ct., Laredo,
Webb County, Texas 78041

Trustee: Cgc Ritchie

Trustee's Mailing Address:

493 Madison Street
Eagle Pass, Texas 78852
Maverick County

Lender: Edward W. Ritchie, III

Lender's Mailing Address:

P.O. Box 186, La Pryor,
Zavala County, Texas 78872

Obligation

Note

Date: October 5, 2021

Original principal amount: \$783,800.00

Borrower: 51 Weyrich Rd. LLC

Lender: Edward W. Ritchie, III

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Maverick County

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Lender's Mailing Address:

P.O. Box 186, La Pryor,
Zavala County, Texas 78872

Obligation

Note

Date: October 5, 2021

Original principal amount: \$783,800.00

Borrower: 51 Weyrich Rd. LLC

Lender: Edward W. Ritchie, III

Maturity date: October 5, 2031.

Terms of Payment: Monthly principal and interest payments of \$8,313.42 due on or before November 5, 2021, and continuing thereafter on the 5th day of every month for One Hundred Twenty (120) months when the balance of the Note will be due and payable.

Other Debt: None.

Property (including any improvements):

TRACT 1: Being 57.05 acres lying and situated in Maverick County, Texas, and being 38.31 acres out of Survey 44, Abstract 741, and 18.74 acres out of Survey 43, Abstract 790; Said 57.05 acres also being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof.

TRACT 2: Being 11.12 acres lying and situated in Maverick County, Texas, and out of Survey 45, Abstract 733, Juan Losoya, Original Grantee, said 11.12 acres being more particularly described by metes and bounds in Exhibit B, attached hereto and made a part hereof.

TRACT 3: Being 3.7026 acres lying and situated in Maverick County, Texas, and being 3.7026 acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 3.7026 acres being more particularly described by metes and bounds in Exhibit C, attached hereto and made a part hereof.

TRACT 4: Being 24.65 acres lying and situated in Maverick County, Texas; said 24.65 acres being more particularly described by metes and bounds in deed recorded in/under Volume 34, Page 338, Deed Records of Maverick County, Texas, SAVE AND EXCEPT a 3.7026 acre tract which is more particularly described by metes and bounds in Exhibit D, attached hereto and made a part hereof, and SAVE AND EXCEPT an 11.12 acre tract which is more particularly described by metes and bounds in Exhibit E, attached hereto and made a part hereof, corrected in Affidavit, attached hereto and made a part hereof.

Personal Property: The property constituting personal property located in or on and used in the enjoyment of the Property.

DESCRIPTION OF COLLATERAL COVERED BY SECURITY AGREEMENT/FINANCING STATEMENT:

TRACT 1: Being 57.05 acres lying and situated in Maverick County, Texas, and being 38.31 acres out of Survey 44, Abstract 741, and 18.74 acres out of Survey 43, Abstract 790; Said 57.05 acres also being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof.

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In addition to creating a deed-of-trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
2. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in/under Volume 14, Page 419, and Volume 16, Page 250, of the Deed Records of Maverick County, Texas.
3. All terms, conditions, and provisions of that certain Order, recorded in/under Volume 25, Page 64, of the Deed Records of Maverick County, Texas.
4. Easement, Right of Way and/or Agreement granted to Texas Electric Service Company, by instrument dated July 27, 1932, recorded in/under Volume 27, Page 431, of the Deed Records, Maverick County, Texas.
5. Oil, gas and mineral lease dated November 10, 1977, recorded in/under Volume 38, Page 487, of the Miscellaneous Records of Maverick County, Texas in favor of J. W. Doak.
6. All terms, conditions, and provisions of that certain Certificate of Adjudication, recorded in/under Volume 45, Page 486, of the Deed Records of Maverick County, Texas.
7. Easement, Right of Way and/or Agreement granted to Central Power and Light Company, by instrument dated March 13, 1985, recorded in/under Volume 224, Page 268, of the Deed

Records, Maverick County, Texas.

8. Easement, Right of Way and/or Agreement granted to Eagle Pass Water Works System, by instrument dated May, 2004, recorded in/under Volume 802, Page 161, of the Official Records, Maverick County, Texas.
9. Easements contained in deed recorded in Volume 219, Page 185, Deed Records of Maverick County, Texas.
10. Any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection might disclose.
11. Any visible or apparent easements and/or roadways over or across the subject property.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

8. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
 - c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - d. purchase the Property at any foreclosure sale by offering the highest bid and

then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order-
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of

all or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions, modifications, and renewals of the Note and

all amounts secured by this deed of trust.

12. Grantor represents to Lender that no part of the Property is exempt as homestead from forced sale under the Texas Constitution or other laws.
13. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.
14. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.
15. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.
16. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
17. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
18. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.
19. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

20. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
21. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
22. The term *Lender* includes any mortgage servicer for Lender.
23. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

51 WEYRICH RD. LLC

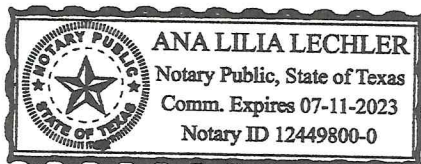
By: _____
Ruben Garibay, Member

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF MAVERICK §

This instrument was acknowledged before me on this the 5 day of October, 2021, by Ruben Garibay, Member of 51 Weyrich Rd. LLC, a Texas limited liability company, for and on behalf of said entity.



Notary Public, State of Texas
My commission expires: 7-11-2023

GF No. 1370401

AFTER RECORDING RETURN TO:

STEWART TITLE
703 E. MAIN STREET
EAGLE PASS, TX 78852

PREPARED IN THE LAW OFFICE OF:

RITCHIE LAW GROUP PLLC
493 MADISON STREET
EAGLE PASS, TX 78852

AFFIDAVIT
CORRECTION INSTRUMENT
AS TO A RECORDED ORIGINAL INSTRUMENT
WARRANTY DEED

Date: September 29, 2021

Affiant: W. Andrew McLaughlin, Registered Public Surveyor

Original Instrument: Warranty Deed, dated July 30, 1987, executed by E. W. Ritchie, Jr. ("Grantor"), to Mildred Goodson ("Grantee"), recorded in Volume 248, Page 137, Deed Records of Maverick County, Texas

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

1. My name is W. Andrew McLaughlin. I am a Registered Public Surveyor. I am over the age of eighteen (18) years and am otherwise competent to make this Correction Affidavit.
2. I have personal knowledge of the facts relevant to the correction of the above referenced Original Instrument as evidenced by the following facts: The Field Notes attached to the Original Instrument as Exhibit "A" contained a clerical error and stated as follows:

FIELD NOTES FOR AN 11.12 ACRE TRACT (TRACT IV-B)

Being 11.12 Acre lying and situated in Maverick County, Texas and being 6.82 Acres out of Survey 45, Abstract 733, Juan Losoya, Original Grantee and 4.30 Acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 11.12 Acre being more particularly described by metes and bounds as follows:

STARTING in search of a Point of Beginning at ½" Iron Rod found at the southeast corner of Survey 45, Abstract 733, thence N89°02'41" W, 8.89 feet to a ½" Iron Rod; thence N57°02'41" W 1192.28 feet to a ½" Iron Rod for the POINT OF BEGINNING;

THENCE N44°57'19" W, 1660.28 feet to an angle point;

THENCE N45°02'41" W, 271.78 feet to a point on the center line of a concrete ditch;
THENCE along the center line of said concrete ditch the following calls:

N40°08'00" E, 956.52 feet to an angle point;

N44°29'00" E, 55.90 feet to an angle point;
N55°25'00" E, 58.80 feet to an angle point;
N61°35'09" E, 580.32 feet to an angle point;

THENCE S57°02'41" E, 179.80 feet to the POINT OF BEGINNING.

The Field Notes attached as Exhibit "A" to the Original Instrument should have read as follows:

FIELD NOTES FOR AN 11.12 ACRE TRACT (TRACT IV-B)

Being 11.12 Acre lying and situated in Maverick County, Texas and being 6.82 Acres out of Survey 45, Abstract 733, Juan Losoya, Original Grantee and 4.30 Acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 11.12 Acre being more particularly described by metes and bounds as follows:

STARTING in search of a Point of Beginning at ½" Iron Rod found at the southeast corner of Survey 45, Abstract 733, thence N89°02'41" W, 8.89 feet to a ½" Iron Rod; thence N57°02'41" W 1192.28 feet to a ½" Iron Rod for the POINT OF BEGINNING;

THENCE S44°57'19" W, 1660.28 feet to an angle point;

THENCE N45°02'41" W, 271.78 feet to a point on the center line of a concrete ditch;
THENCE along the center line of said concrete ditch the following calls:

N40°08'00" E, 956.52 feet to an angle point;
N44°29'00" E, 55.90 feet to an angle point;
N55°25'00" E, 58.80 feet to an angle point;
N61°35'09" E, 580.32 feet to an angle point;

THENCE S57°02'41" E, 179.80 feet to the POINT OF BEGINNING.

3. I am making this Affidavit as a correction instrument pursuant to §5.028 of the Texas Property Code, with regard to the clerical error found in the Field Notes attached as Exhibit "A" to the Original Instrument. This affidavit does not accept responsibility for the survey or Field Notes prepared by Richard N. Lane Jr. as certified on July 24, 1987 and made a part of the above referenced Original Instrument. The sole purpose of the affidavit is to correct a clerical error in the bearing stated in the third paragraph of the Field Notes of said instrument from the northwest quadrant to the southwest quadrant

(changing N 57°02'41" W to S 57°02'41" W), in order for the described 11.12 acre tract to close back to the Point of Beginning.

4. I have given notice of this correction of the Original Instrument by sending a copy of this Correction Affidavit by mail to each party to the Original Instrument, in accordance with §5.028 (d) (2) of the Texas Property Code. The evidence of said notice is attached to this affidavit as required by §5.028 (d) (1) of the Texas Property Code.



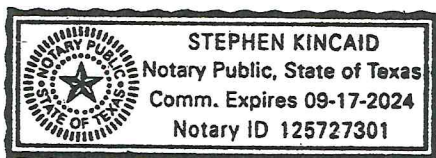
AFFIANT:

W. Andrew McLaughlin 9/30/2021
W. Andrew McLaughlin
Registered Public Surveyor

STATE OF TEXAS §

COUNTY OF MAVERICK §

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 30th day of September, 2021, by W. Andrew McLaughlin, Registered Public Surveyor.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

STEWART TITLE
703 E. MAIN STREET
EAGLE PASS, TX 78852

Doc #: 2113103

Filed & Recorded:
10/21/2021 01:55PM
SARA MONTEMAYOR
COUNTY CLERK
MAVERICK

Recording Fee - Land Recs	\$53.00
Records Management	\$10.00
Records Preservation Fund	\$10.00
Courthouse Security Fee	\$3.00
Extra Names/Indexing	\$0.00
Dalia Martinez, Deputy	

STATE OF TEXAS
COUNTY OF MAVERICK

I hereby certify that this instrument
was filed on the date and time stamped
thereon by me and was duly recorded in
the OFFICIAL PUBLIC RECORDS of
Maverick County, Texas.

Any provisions herein which restricts
the sale, rental, or use of the described
real property because of color or race
is invalid and unenforceable under
federal law.

SARA MONTEMAYOR
COUNTY CLERK MAVERICK COUNTY, TEXAS



CERTIFICATE

D. G. Smyth & Company, Inc., a Texas Corporation and the president of which is Mark E. Loggbrinck, a Registered Professional Land Surveyor #6418 Does hereby certify to:

The Principal Parties of This Transaction.

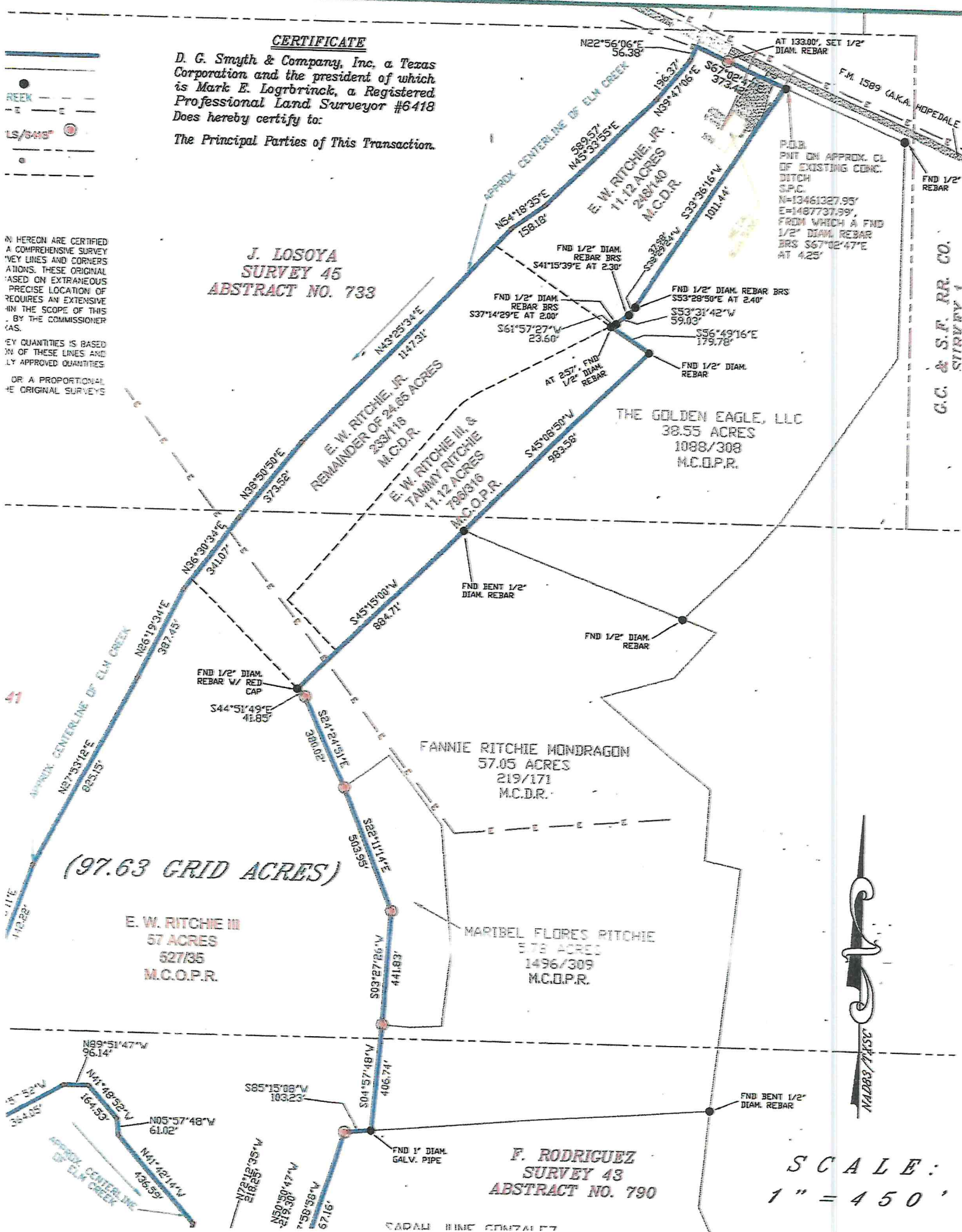
**J. LOSOYA
SURVEY 45
ABSTRACT NO. 733**

IN HEREON ARE CERTIFIED A COMPREHENSIVE SURVEY OF THE LINES AND CORNERS OF THESE ORIGINAL SURVEYS. THESE ORIGINAL SURVEYS ARE BASED ON EXTRANEOUS PRECISE LOCATION OF THE CORNERS OF THESE ORIGINAL SURVEYS. BY THE COMMISSIONER (A.S.)

THE QUANTITIES IS BASED ON THE QUANTITIES OF THESE LINES AND CORNERS APPROVED QUANTITIES

OR A PROPORTIONAL PART OF THE ORIGINAL SURVEYS

41

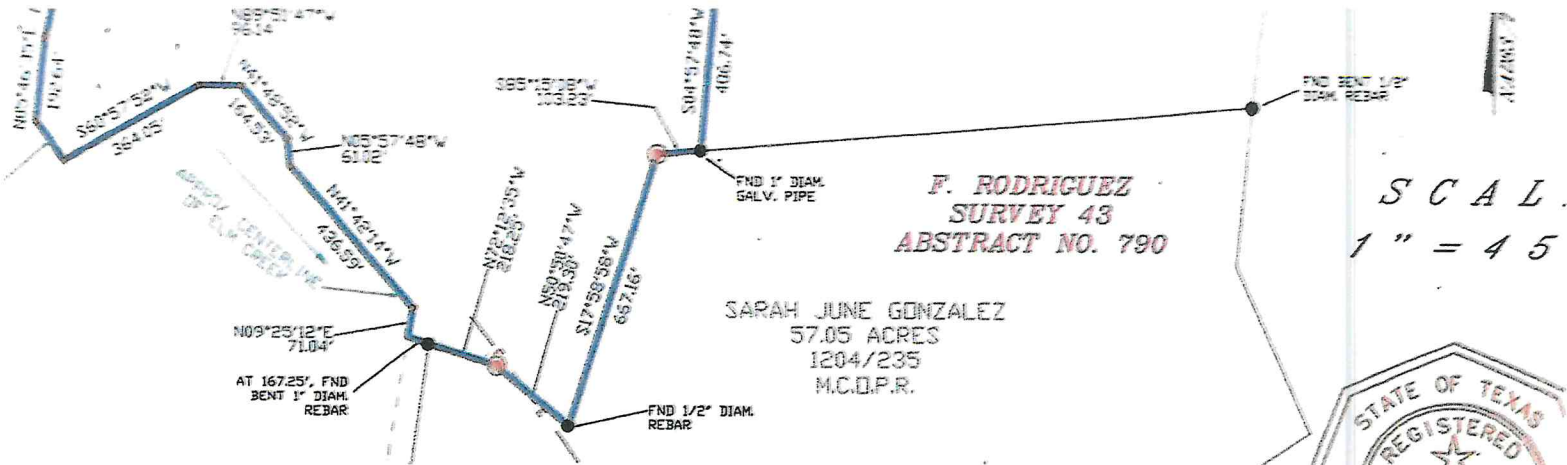


G.C. & S.F. RR. CO. SURVEY 1

NAD83/145C

SCALE:
1" = 450'

CADAM LINE COMPACT 57



PLAT SHOWING:

Survey of 97.63 grid acres, more or less, of land located in Maverick County, Texas, being out of and Survey 45, Abstract No. 733, M. Monjaras Survey 44, Abstract No. 741, and F. Rodriguez Survey 43, and also being comprised of a composite of those same certain tracts called 11.12 acres as described in ment to E. W. Ritchie, Jr., recorded in Volume 248, Page 140 of the Maverick County Deed Records, 24.65 acres as described in conveyance document to E. W. Ritchie, Jr., recorded in Volume 233, Page ick County Deed Records, 11.12 acres as described in conveyance document to E. W. Ritchie III, and recorded in Volume 796, Page 316 of the Maverick County Official Pubic Records, and 57 acres as eyance document to E. W. Ritchie III, recorded in Volume 527, Page 35 of the Maverick County cords, Maverick County, Texas.

NOTES:

NOTES FOR FURTHER DESCRIPTION:
 1. REFERENCED TO MAJOR STRUCTURES AND VISIBLE SALIENT FEATURES.
 2. AREAS SHOWN HEREON CONFORM TO THE TEXAS AMERICAN DATUM 1983, TEXAS SOUTH CENTRAL ZONE.
 3. WITH IDENTIFICATION CAPS STAMPED "RPLS/6418" UNLESS OTHERWISE NOTED OR SHOWN.

PREPARED FOR:
 E. W. RITCHIE, III (SELLER)

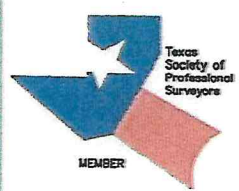
PURPOSE OF SURVEY:
 BOUNDARY

UNAUTHORIZED ALTERATION OF CERTIFIED MATERIAL IS FORGERY.

D. G. SMYTH & Co. Inc. FIRM #10008800

FIELD RD. S 78801 L-0858

THIS GRAPHIC WORK REPRESENTS THE RESULTS OF A SURVEY BEING PROVIDED BY D. G. SMYTH & CO., INC. SOLELY FOR THE EXCLUSIVE USE OF THE PARTIES SHOWN HEREON AND FOR THE PURPOSE SHOWN ABOVE. THE GRAPHIC REPRESENTATION SHOWN HEREON DEPICTS CERTAIN CONDITIONS FOUND EXISTING AS OF THE DATE OF THE ACTUAL SURVEY AND IS LIMITED TO THESE CONDITIONS FOUND AT THAT TIME. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THIS GRAPHIC WORK. ALL RIGHTS RESERVED, COPYRIGHT 2017, D.G. SMYTH AND CO., INC. ©



SCALE
 1" = 45'

STATE OF TEXAS
 REGISTERED
 ★
 MARK E. LOGRBRINCK
 6418
 PROFESSIONAL
 LAND SURVEYOR

STATE OF TEXAS:
 COUNTY OF UVALDE

I, MARK E. LOGRBRINCK, DO HEREBY CE THIS PLAT WAS PREPARED FROM SURVEY MADE ON THE GROUND WORKING UNDER MY SUPERVISION SAME IS TRUE AND CORRECT AC SAID SURVEY. THE PLAT AS PRI A LIKENESS OF MY SEAL, IN THE HEREON, AND IS ALSO EMBOSSI IMPRESSION SEAL. IF THIS PLA HAVE THESE TWO CONDITIONS F IS A COPY AND MAY HAVE BEEN ASSUME NO RESPONSIBILITY FOR THE PLAT OTHER THAN THE COP MY ORIGINAL SEALS AND SIGNAT

COMPLETED: JUNE 2, 2017

Mark E. Logbrinck

REGISTERED PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. 6418

COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 12100 PARK 35 CIRCLE
 BLDG. A, SUITE 156 MC 230
 AUSTIN, TEXAS 78753

PROJECT NO.	17-6126
DRAWING NO.	17-6126
DATE:	JUNE 2, 2017

30 acres.

Ritchie



L Pump for Irrigation Pump# 8M1-9

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

General Warranty Deed

Date: October 5, 2021

Grantor: E. W. Ritchie, III, and Tammy Ritchie

Grantor's Mailing Address:

P. O. Box 186
La Pryor, Texas 78872

Grantee: 51 Weyrich, LLC

Grantee's Mailing Address:

312 Lake Louise Ct., Laredo,
Webb County, Texas 78041

Consideration:

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

Property (including any improvements):

Being 11.12 acres, more or less, lying and situated in Maverick County, Texas, and being 6.82 acres out of Survey 45, Abstract 733, Juan Losoya Original Grantee, and 4.30 acres out of survey 44, Abstract 741, M. Mijares, Original Grantee, said 11.12 acres being more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof, and corrected by Affidavit, attached hereto and made a part hereof, and being that same tract of land described in instrument recorded in Volume 248, Page 137, Deed Records, Maverick County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
2. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured

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.

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2. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured

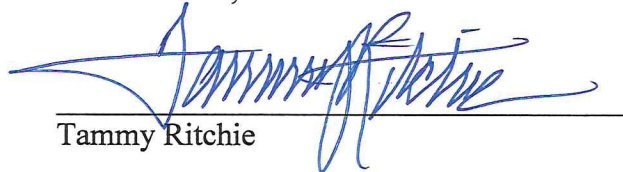
- hereunder, as same are set forth in instrument recorded in/under Volume 14, Page 419, and Volume 16, Page 250, of the Deed Records of Maverick County, Texas.
3. All terms, conditions, and provisions of that certain Order, recorded in/under Volume 25, Page 64, of the Deed Records of Maverick County, Texas.
 4. Easement, Right of Way and/or Agreement granted to Texas Electric Service Company, by instrument dated July 27, 1932, recorded in/under Volume 27, Page 431, of the Deed Records, Maverick County, Texas.
 5. Oil, gas and mineral lease dated November 10, 1977, recorded in/under Volume 38, Page 487, of the Miscellaneous Records of Maverick County, Texas in favor of J. W. Doak.
 6. All terms, conditions, and provisions of that certain Certificate of Adjudication, recorded in/under Volume 45, Page 486, of the Deed Records of Maverick County, Texas.
 7. Easements contained in deed recorded in Volume 219, Page 185, Deed Records of Maverick County, Texas.
 8. Any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection might disclose.
 9. Any visible or apparent easements and/or roadways over or across the subject property.

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

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



E. W. Ritchie, III



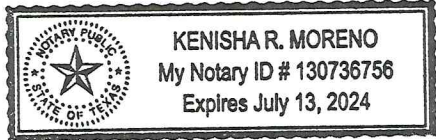
Tammy Ritchie

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF Zavala §

This instrument was acknowledged before me on this the 7th day of October, 2021, by E. W. Ritchie, III.



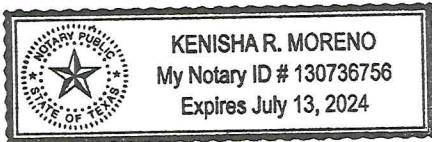
Kenisha Moreno
Notary Public, State of Texas
My commission expires: July 13, 2024

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF Zavala §

This instrument was acknowledged before me on this the 7th day of October, 2021, by Tammy Ritchie.



Kenisha Moreno
Notary Public, State of Texas
My commission expires: July 13, 2024

GF No. 1370272

AFTER RECORDING RETURN TO:

STEWART TITLE
703 E. MAIN STREET
EAGLE PASS, TX 78852

PREPARED IN THE LAW OFFICE OF:

RITCHIE LAW GROUP PLLC
493 MADISON STREET
EAGLE PASS, TX 78852

AFFIDAVIT
CORRECTION INSTRUMENT
AS TO A RECORDED ORIGINAL INSTRUMENT
WARRANTY DEED

Date: September 29, 2021

Affiant: W. Andrew McLaughlin, Registered Public Surveyor

Original Instrument: Warranty Deed, dated July 30, 1987, executed by E. W. Ritchie, Jr. ("Grantor"), to Mildred Goodson ("Grantee"), recorded in Volume 248, Page 137, Deed Records of Maverick County, Texas

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

1. My name is W. Andrew McLaughlin. I am a Registered Public Surveyor. I am over the age of eighteen (18) years and am otherwise competent to make this Correction Affidavit.
2. I have personal knowledge of the facts relevant to the correction of the above referenced Original Instrument as evidenced by the following facts: The Field Notes attached to the Original Instrument as Exhibit "A" contained a clerical error and stated as follows:

FIELD NOTES FOR AN 11.12 ACRE TRACT (TRACT IV-B)

Being 11.12 Acre lying and situated in Maverick County, Texas and being 6.82 Acres out of Survey 45, Abstract 733, Juan Losoya, Original Grantee and 4.30 Acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 11.12 Acre being more particularly described by metes and bounds as follows:

STARTING in search of a Point of Beginning at ½" Iron Rod found at the southeast corner of Survey 45, Abstract 733, thence N89°02'41" W, 8.89 feet to a ½" Iron Rod; thence N57°02'41" W 1192.28 feet to a ½" Iron Rod for the POINT OF BEGINNING;

THENCE N44°57'19" W, 1660.28 feet to an angle point;

THENCE N45°02'41" W, 271.78 feet to a point on the center line of a concrete ditch;
THENCE along the center line of said concrete ditch the following calls:

N40°08'00" E, 956.52 feet to an angle point;

N44°29'00" E, 55.90 feet to an angle point;
N55°25'00" E, 58.80 feet to an angle point;
N61°35'09" E, 580.32 feet to an angle point;

THENCE S57°02'41" E, 179.80 feet to the POINT OF BEGINNING.

The Field Notes attached as Exhibit "A" to the Original Instrument should have read as follows:

FIELD NOTES FOR AN 11.12 ACRE TRACT (TRACT IV-B)

Being 11.12 Acre lying and situated in Maverick County, Texas and being 6.82 Acres out of Survey 45, Abstract 733, Juan Losoya, Original Grantee and 4.30 Acres out of Survey 44, Abstract 741, M. Mijares Original Grantee, said 11.12 Acre being more particularly described by metes and bounds as follows:

STARTING in search of a Point of Beginning at ½" Iron Rod found at the southeast corner of Survey 45, Abstract 733, thence N89°02'41" W, 8.89 feet to a ½" Iron Rod; thence N57°02'41" W 1192.28 feet to a ½" Iron Rod for the POINT OF BEGINNING;

THENCE S44°57'19" W, 1660.28 feet to an angle point;

THENCE N45°02'41" W, 271.78 feet to a point on the center line of a concrete ditch;
THENCE along the center line of said concrete ditch the following calls:

N40°08'00" E, 956.52 feet to an angle point;
N44°29'00" E, 55.90 feet to an angle point;
N55°25'00" E, 58.80 feet to an angle point;
N61°35'09" E, 580.32 feet to an angle point;

THENCE S57°02'41" E, 179.80 feet to the POINT OF BEGINNING.

3. I am making this Affidavit as a correction instrument pursuant to §5.028 of the Texas Property Code, with regard to the clerical error found in the Field Notes attached as Exhibit "A" to the Original Instrument. This affidavit does not accept responsibility for the survey or Field Notes prepared by Richard N. Lane Jr. as certified on July 24, 1987 and made a part of the above referenced Original Instrument. The sole purpose of the affidavit is to correct a clerical error in the bearing stated in the third paragraph of the Field Notes of said instrument from the northwest quadrant to the southwest quadrant

Doc #: 2113031

Filed & Recorded:
10/18/2021 04:24PM
SARA MONTEMAYOR
COUNTY CLERK
MAVERICK

Recording Fee - Land Recs	\$25.00
Records Management	\$10.00
Records Preservation Fund	\$10.00
Courthouse Security Fee	\$3.00
Extra Names/Indexing	\$0.00
Dalia Martinez, Deputy	

STATE OF TEXAS
COUNTY OF MAVERICK

I hereby certify that this instrument
was filed on the date and time stamped
thereon by me and was duly recorded in
the OFFICIAL PUBLIC RECORDS of
Maverick County, Texas.

Any provisions herein which restricts
the sale, rental, or use of the described
real property because of color or race
is invalid and unenforceable under
federal law.

SARA MONTEMAYOR
COUNTY CLERK MAVERICK COUNTY, TEXAS



TRACT "A"
TRACT "B"
 ADJOINERS:
 FOUND MONUMENT AS NOTED
 APPROX. CENTERLINE OF ELM CREEK
 ELECTRIC UTILITY
 SET 1/2" DIAM. REBAR WITH IDENTIFICATION CAP STAMPED "RPLS/6418"
 OSTENSIBLE SURVEY LINES
 DEFLECTION POINT
 DEED LINES

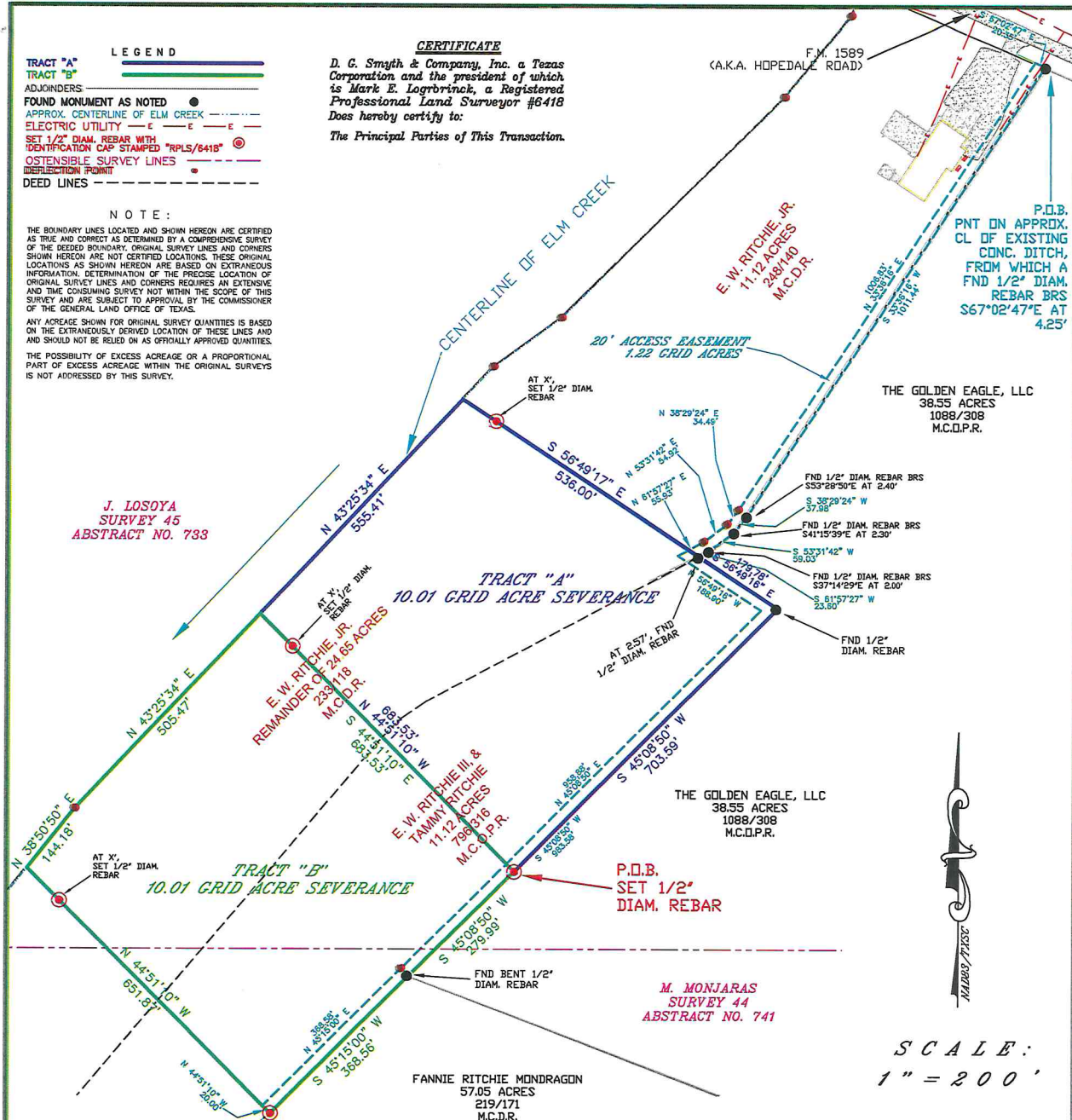
NOTE:

THE BOUNDARY LINES LOCATED AND SHOWN HEREON ARE CERTIFIED AS TRUE AND CORRECT AS DETERMINED BY A COMPREHENSIVE SURVEY OF THE DEEDED BOUNDARY. ORIGINAL SURVEY LINES AND CORNERS SHOWN HEREON ARE NOT CERTIFIED LOCATIONS. THESE ORIGINAL LOCATIONS AS SHOWN HEREON ARE BASED ON EXTRANEOUS INFORMATION. DETERMINATION OF THE PRECISE LOCATION OF ORIGINAL SURVEY LINES AND CORNERS REQUIRES AN EXTENSIVE AND TIME CONSUMING SURVEY NOT WITHIN THE SCOPE OF THIS SURVEY AND ARE SUBJECT TO APPROVAL BY THE COMMISSIONER OF THE GENERAL LAND OFFICE OF TEXAS.

ANY ACREAGE SHOWN FOR ORIGINAL SURVEY QUANTITIES IS BASED ON THE EXTRANEOUSLY DERIVED LOCATION OF THESE LINES AND SHOULD NOT BE RELIED ON AS OFFICIALLY APPROVED QUANTITIES.

THE POSSIBILITY OF EXCESS ACREAGE OR A PROPORTIONAL PART OF EXCESS ACREAGE WITHIN THE ORIGINAL SURVEYS IS NOT ADDRESSED BY THIS SURVEY.

CERTIFICATE
 D. G. Smyth & Company, Inc. a Texas Corporation and the president of which is Mark E. Logbrinck, a Registered Professional Land Surveyor #6418 Does hereby certify to:
 The Principal Parties of This Transaction.



PLAT SHOWING:

Being a Severance Survey of Tract "A" (10.01 grid acres, more or less), and Tract "B" (10.01 grid acres, more or less), of land located in Maverick County, Texas, being out of and parts of J. Losoya Survey 45, Abstract No. 733, and M. Monjaras Survey 44, Abstract No. 741, and also being out of and a part of those same certain tracts called the remainder of 24.65 acres as described in conveyance document to E. W. Ritchie, Jr., recorded in Volume 233, Page 118 of the Maverick County Deed Records, and 11.12 acres as described in conveyance document to E. W. Ritchie III, and Tammy Ritchie, recorded in Volume 796, Page 316 of the Maverick County Official Public Records and Being a Survey of a 20 foot in width Access Easement, containing 1.22 grid acres, more or less, of land located in Maverick County, Texas, being on and across J. Losoya Survey 45, Abstract No. 733, and M. Monjaras Survey 44, Abstract No. 741, and also being on and across those same certain tracts called 11.12 acres as described in conveyance document to E. W. Ritchie, Jr., recorded in Volume 248, Page 140 of the Maverick County Deed Records, the remainder of 24.65 acres as described in conveyance document to E. W. Ritchie, Jr., recorded in Volume 233, Page 118 of the Maverick County Deed Records, and 11.12 acres as described in conveyance document to E. W. Ritchie III, and Tammy Ritchie, recorded in Volume 796, Page 316 of the Maverick County Official Public Records, Maverick County, Texas.

NOTES:

SEE CORRESPONDING FIELD NOTES FOR FURTHER DESCRIPTION.
 IMPROVEMENTS SHOWN ARE LIMITED TO MAJOR STRUCTURES AND VISIBLE SALENT FEATURES.
 BEARINGS, DISTANCES, AND AREAS SHOWN HEREON CONFORM TO THE TEXAS COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH CENTRAL ZONE.
 1/2" DIAMETER REBAR WITH IDENTIFICATION CAPS STAMPED "RPLS/6418" SET AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN.

PREPARED FOR:
 E. W. RITCHIE, III (SELLER)

PURPOSE OF SURVEY:
 SEVERANCE & EASEMENT

WARNING: UNAUTHORIZED ALTERATION OF CERTIFIED MATERIAL IS FORGERY.

D. G. Smyth & Co. Inc. FIRM #1008800

1022 GARNER FIELD RD.
 SUITE C
 UVALDE, TEXAS 78801
 PHONE 830-591-0858

THIS GRAPHIC WORK REPRESENTS THE RESULTS OF A SURVEY BEING PROVIDED BY D. G. SMYTH & CO., INC. SOLELY FOR THE EXCLUSIVE USE OF THE PARTIES SHOWN HEREON AND FOR THE PURPOSE SHOWN ABOVE. THE GRAPHIC REPRESENTATION SHOWN HEREON DEPICTS CERTAIN CONDITIONS FOUND EXISTING AS OF THE DATE OF THE ACTUAL SURVEY AND IS LIMITED TO THESE CONDITIONS FOUND AT THAT TIME. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THIS GRAPHIC WORK. ALL RIGHTS RESERVED, COPYRIGHT 2019, D.G. SMYTH AND CO., INC. ©



STATE OF TEXAS:
 COUNTY OF UVALDE:

I, MARK E. LOGBRINCK, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY MEN WORKING UNDER MY SUPERVISION AND THAT SAME IS TRUE AND CORRECT ACCORDING TO SAID SURVEY. THE PLAT AS PREPARED HAS A LIKENESS OF MY SEAL IN THE COLOR RED, HEREON, AND IS ALSO EMBOSSED WITH MY IMPRESSION SEAL. IF THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED, IT IS A COPY AND MAY HAVE BEEN ALTERED. I ASSUME NO RESPONSIBILITY FOR COPIES OF THE PLAT OTHER THAN THE COPIES BEARING MY ORIGINAL SEAL AND SIGNATURE.

COMPLETED: JUNE 2, 2017

Mark E. Logbrinck

REGISTERED PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. 6418

COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 12100 PARK 25 CIRCLE
 BLDG. A, SUITE 100 ME 320
 AUSTIN, TEXAS 78733

PROJECT NO. 18-6987 CHK'D BY:
 DRAWING NO. 18-6987
 DATE: JANUARY X, 2019

SURFACE WATER RIGHTS CHANGE OF OWNERSHIP FORM

This Form is required to update the TCEQ ownership records of surface water rights in Texas. Submit a separate form for each water right. See accompanying instructions regarding completion of this Form. If you require additional assistance, you may contact the Water Rights Compliance Assurance Team (WRCAT) at (512) 239-4600.

1. Indicate: Water Rights Permit No. 8 and River Basin No. _____, or Certificate of Adjudication No. 2691
2. Provide the contact information for the person TCEQ may contact while processing this form. Please verify that the mailing address is recognized by the US Postal Service (USPS) on the USPS website at <https://tools.usps.com/go/ZipLookupAction!input.action>
Contact Name: Argelia Villarreal
Mailing Address: 1990 E. Garrison St 2
City: Eagle Pass State: Texas ZIP Code + four: 78852
Telephone No(s). Home: 8305137615 Office: _____
Email Address: _____
3. Provide the Full Legal Name of each new owner of the water right and the address information of each owner (for Notices and communications once the water right ownership has been updated) in the spaces below. **Note - The names of the new owner(s) must match the legal recorded conveyance documents that prove the change of ownership. Additionally, if a new owner is an entity, the legal name must match the name as filed with the Texas Secretary of State, County, or any other legal documents forming the entity.*

Please verify that the mailing address is recognized by the USPS website at <https://tools.usps.com/go/ZipLookupAction!input.action>

First New Owner's Name(s): Ruben Garibay
Mailing Address: 21881 Cielo Vista
City: San Antonio State: Texas ZIP Code + four: 78255
Telephone No(s). Home: 9562355747 Office: _____
Email Address: _____

Submit additional new owners name(s) and address(es) below or on a supplemental sheet.

Additional New Owner(s) Contact Information:

- a. Is any new owner a Corporation, a Limited Partnership, a Limited Liability Company, or Limited Liability Partnership registered with the Texas Secretary of State?
Yes or No_____.

If yes, provide Secretary of State Filing Number(s):_____. You may verify an entity's name and filing number at <http://www.sos.state.tx.us/corp/sosda/index.shtml>

4. If a new owner is currently a customer with the TCEQ, provide the Customer Number (CN) below. You may search for an Owner's CN on the TCEQ website at <http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN: _____ (leave blank if the new owner does not yet have a CN).

5. Pursuant to [Title 30 Texas Administrative Code \(TAC\) Sections 297.81-297.83](#), relating to Conveyances of Land and Water Rights, **the following additional items must be submitted or the Form may be returned without processing.**

- a. This "Change of Ownership" Form fully completed, signed.
- b. Documents establishing a **complete chain of title** from the owner of record to the new owner. All such conveyance documents must be copies of **Certified** and/or **Recorded** documents on file in applicable county property records. (These documents usually consist of **deeds and other such conveyances** or, in case of an inheritance usually, the (a) **will**, (b) **probate order** and (c) **will inventory**.) Include as attachments to this submission copies of these conveyance documents. If your files are too large to be submitted via e-mail, utilize TCEQ's FTP ([FTP Help Site](#)), and e-mail [WRCAT](#) for directions on how to transfer these files.
- c. **\$100 recording fee** for processing the Change of Ownership Form for the water right. Make your remittance payable at [TCEQ ePay](#). Please indicate your voucher number or provide a copy in the submission e-mail.

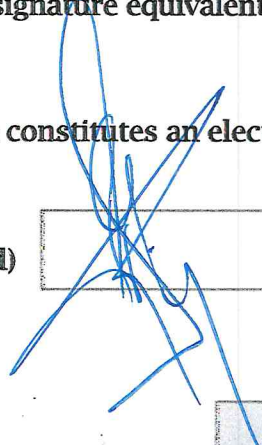
6. **Please Note** - if the water right is located in an area of a river basin under the jurisdiction of a TCEQ Watermaster, the water right may not be used if there are any outstanding penalties, fees, or interest related to the water right. You may contact the applicable Watermaster to verify there are no outstanding fees, penalties, and interest related to the water right. Rio Grande Watermaster, (956) 430-6046; Concho Watermaster and South Texas Watermaster, (210) 490-3096; Brazos Watermaster, (254) 761-3006.

I certify that the Surface Water Rights Change of Ownership Form submitted is complete and accurate to the best of my knowledge. By entering my name below and pressing the "Sign and Submit" button, I certify that:

1. I, Ruben Garibay, am of sound mind.
2. I have the authority to submit this information.
3. I am knowingly and intentionally submitting a Surface Water Rights Change of Ownership Form for the above state Surface Water Right.
4. I am aware that an owner of a water right or his or her agent shall promptly inform the Executive Director of any transfer of water right or change of the owner's address.
5. I am aware that intentionally or knowingly making or causing to be made false material statements or representation in this Surface Water Rights Change of Ownership Form is a criminal offense subject to criminal penalties.
6. By entering my name and pressing the "Sign and Submit" button, I am executing an electronic signature equivalent to my written signature.

☒ This signature constitutes an electronic signature legally equivalent to my written signature.

Signature (Required)



SIGN and SUBMIT

Submit, E-mail, or Mail this completed form and all required items to:

**Texas Commission on Environmental Quality
Water Rights Compliance Assurance Team (WRCAT)
PO Box 13088, MC-160
Austin, Texas 78711-3088
Telephone (512) 239-4600
WRCOO@tceq.texas.gov**

WATER RIGHTS PURCHASE AGREEMENT

This Agreement is dated the 5th day of October, 2021 by and between **Edward W. Ritchie III and Tammy Ritchie (“Seller”)**, and **Ruben Garibay (“Buyer”)**.

RECITALS:

WHEREAS, Seller owns certain merchantable and valid water rights within The Rio Grande, (“water rights”); and being **Authorization 8: Diversion of 18.07 acre-feet of Class A water per year from the Rio Grande, for Agricultural Purposes to irrigate 9.03 acres out of a 11.12-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.**

WHEREAS, Buyer desires to purchase said water rights under the terms and conditions contained herein.

WITNESSETH:

1. Agreement to Sell and Purchase Water Rights. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller all of Seller’s right, title and interest in and to the water rights subject to the terms of this Agreement to the extent the water rights are accepted and transfer by the State of Texas.
2. Purchase Price and Terms. Buyer shall pay Seller zero dollars, (\$ 0) **per acre foot** for each acre foot accepted by **Ruben Garibay** for transfer up to (18.07) acre feet. Water was included with the Land Sale.
3. Warranties of Seller. Seller does hereby represent, covenant and warrant to Buyer that the following are true.
 - (a) Authority. Seller has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other

consent to do so is required.

(b) Title to Water Rights. Seller now has, and will have, good and merchantable water rights. The water rights are free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims whatever nature. The water rights are in good standing with the **MCWCD #1, State of Texas**, and have not been forfeited or abandoned, and are not subject to judgment, suite, lien, receivership, or any other encumbrance whatsoever.

(c) Judgements or Litigation. Seller has no knowledge of any outstanding judgements against Seller that would in any manner affect the consummation of the water rights-Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the water rights, or any other material change in the value of the water rights.

(d) Continued Cooperation. Seller shall, within reason, cooperate with Buyer before, and after this Agreement including, without limitation, the execution of any documents necessary for transfer.

4. Conditions Precedent. All obligations of Buyer are subject to the fulfillment of each of the following conditions before or at closing:

(a) Seller's Compliance. Seller will have performed and complied with all agreements and conditions required herein. Seller understands and agrees that it may be necessary to execute and file certain documents with the, and the County Clerk's Office- **Maverick County**, State of **Texas**, and Seller agrees to sign any such documents requested for filing by Buyer.

(b) Change of Ownership Form from Seller to Buyer.

(c) Application for Change in Place and/or Purpose of Use.

5. Miscellaneous Provisions.

If to Seller(s):

Name of Individual(s) or Office: **Edward W. Ritchie III and Tammy**

Ritchie Name of Entity (if any):

Street Address: **P. O. BOX 186**

City, State, Zip: **La Pryor, TX 78872**

Telephone: **830-776-2598**

Telefacsimile:

E-mail

If to Buyer(s):

Name of Individual(s) or Office: **Ruben Garibay**

Name of Entity (if any): **N/A**

Street Address: **338 Willory Farm Road**

City, State, Zip: **Quemado, TX 78852**

Telephone: **956-325-5747**

Telefacsimile:

E-mail

(d) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representative, heirs or assigns.

(f) Attorney's Fees. Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants, and for any attorney's and consultants fees incurred by them in the enforcement of any of the terms and provisions of this Agreement, or in connection with any of the water rights described herein.

(g) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between

parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

8. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Seller as provided in this Agreement. All representations.

SELLER:

Edward W. Ritchie, III & Tammy Ritchie, A _____
(Name of Individual(s) or Entity) (Type of Entity)

BUYER:

_____, A _____
(Name of Individual(s) or Entity) (Type of Entity)

By: _____
(Name & Title) Date

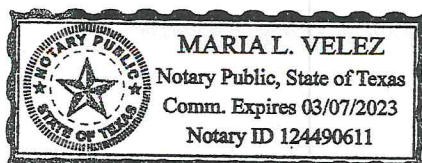
ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

STATE OF Texas)
COUNTY OF Maverick) ss.

Subscribed and sworn to before me by Edward W. Ritchie, III, Tammy Ritchie & Ruben Garibay, who appeared personally before me this 5th day of October, 2021, and who did swear, affirm, certify, depose, and warrant that he/she/they have signed the hereinabove instrument as his/her/their sui juris act and who is/are legally authorized to sign the hereinabove instrument and do hereby attach documentary evidence of his/her/their authority if acting on behalf of any fictitious legal entity of public or private law.

Maria L. Velez
Notary

My Commission Expires: 03/07/2023
(SEAL)



875 Ritchie Rd.
Eagle Pass, TX 78852-5935

% John Ritchie
875 Ritchie Rd.
Eagle Pass, TX 78852-5935

The ownership interest has been appointed as follows:

Authorization 1: Diversion of 28.974 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 14.487 acres out of a 17.8275-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741 in Maverick County, Texas.

Owner Name	Amount	Purpose
Armando Mondragon Ritchie	28.974 ac-ft	For Agricultural

Authorization 2: Diversion of 28.974 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 14.487 acres out of a 17.8275-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741 in Maverick County, Texas.

Owner Name	Amount	Purpose
Manuel E. Mondragon Ritchie	28.974 ac-ft	For Agricultural

Authorization 3: Diversion of 28.974 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 14.487 acres out of a 17.8275-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741 in Maverick County, Texas.

Owner Name	Amount	Purpose
Dolores Guadalupe Mondragon Ritchie	28.974 ac-ft	For Agricultural

Authorization 4: Diversion of 5.798 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 2.899 acres out of a 3.5675-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741 in Maverick County, Texas.

Owner Name	Amount	Purpose
Carlos Fransisco Mondragon Ritchie	5.798 ac-ft	For Agricultural

Authorization 5: Diversion of 9.42 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 4.71 acres out of a 5.78-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Cgc Ritchie	9.42 ac-ft	For Agricultural

Authorization 6: Diversion of 132.42 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 66.21 acres out of a 81.47-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Edward W. Ritchie III	132.42 ac-ft	For Agricultural

Authorization 12: Diversion of 21.305 acre-feet of Class A water per year from the Rio Grande, for **Agricultural, Mining, and Recreational Purposes** in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Chad E. Castro	21.305 ac-ft	For Agricultural, Mining, and Recreational

Authorization 8: Diversion of 18.07 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 9.03 acres out of a 11.12-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Edward W. Ritchie III and Tammy Ritchie	18.07 ac-ft	For Agricultural

Authorization 9: Diversion of 92.72 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 46.36 acres out of a 57.05-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Sarah June Gonzalez	92.72 ac-ft	For Agricultural

Authorization 10: Diversion of 12.04 acre-feet of Class A water per year from the Rio Grande, for **Agricultural Purposes** to irrigate 6.02 acres out of a 7.41-acre tract in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Della Virginia Ritchie, Kevin Alfred Ritchie, and Clinton Wilson Ritchie	12.04 ac-ft	For Agricultural

Authorization 11: Diversion of 20.0 acre-feet of Class A water per year from the Rio Grande, for **Agricultural, Mining, and Recreational Purposes** in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Sergio Galindo	20.0 ac-ft	For Agricultural, Mining, and Recreational

Authorization 12: Diversion of 21.305 acre-feet of Class A water per year from the Rio Grande, for **Agricultural, Mining, and Recreational Purposes** in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733 in Maverick County, Texas.

Owner Name	Amount	Purpose
Patrick Goodson	21.305 ac-ft	For Agricultural, Mining, and Recreational

Edward W. Ritchie III is the customer and reporting contact for Tammy Ritchie.

Please be aware that a permanent water right is an easement and passes with title to the land to which it is appurtenant, unless the water right is expressly reserved or excepted from conveyance or is conveyed separately from the land. See Texas Water Code § 11.040(a) and 30 Texas Administrative Code § 297.81(a) and (d). However, also be aware that a permanent water right must be expressly conveyed if the water right is held by a water corporation, water district, river authority, or governmental entity authorized to supply water to others. See 30 Texas Administrative Code § 297.81(b).

This water right falls under the jurisdiction of the Rio Grande Watermaster office. Prior to diversion please contact the Rio Grande Watermaster office at (830) 773-5059.


R. Joseph Nicosia

Doc #: 2426575

#Pages: 9

Filed & Recorded

02/28/2024 11:33am

SARA MONTEMAYOR

COUNTY CLERK

MAVERICK

RECORDING FEE	32.00
RECORDING FEE	1.00
RECORDS MANAGEMENT	10.00
<u>RECORDS PRESERVATION FUND</u>	<u>10.00</u>
TOTAL	53.00

Dalia Martinez, Deputy

STATE OF TEXAS

COUNTY OF MAVERICK

I hereby certify that this instrument was filed on the date and time stamped thereon by me and was duly recorded in the OFFICIAL PUBLIC RECORDS of Maverick County, Texas.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

SARA MONTEMAYOR

COUNTY CLERK MAVERICK COUNTY, TEXAS



Jeremy Walker-Lee

From: Jeremy Walker-Lee
Sent: Tuesday, January 7, 2025 11:47 AM
To: Argelia Villarreal
Cc: Humberto Galvan; Chris Kozlowski
Subject: RE: Ruben Garibay No. 23-2691E

Hello Ms. Villarreal,

Your new due date to respond to the request for information dated 12/5/2024 is now 1/10/2025.

Thanks,

Jeremy

From: Argelia Villarreal [REDACTED]
Sent: Friday, January 3, 2025 5:01 PM
To: Jeremy Walker-Lee <Jeremy.Walker-Lee@tceq.texas.gov>
Cc: Humberto Galvan <Humberto.Galvan@tceq.texas.gov>; Chris Kozlowski <chris.kozlowski@tceq.texas.gov>
Subject: Re: Ruben Garibay No. 23-2691E

I would like to please ask for an extension for the 10th of January if possible!

I appreciate your understanding!

[Sent from Yahoo Mail for iPhone](#)

On Thursday, December 5, 2024, 3:49 PM, Jeremy Walker-Lee <Jeremy.Walker-Lee@tceq.texas.gov> wrote:

Good Afternoon,

Please disregard the previous email and letter.

Please see the attached request for information letter for Ruben Garibay 23-2691E and provide a response by 1/6/2025.

Thanks,

Jeremy

From: Jeremy Walker-Lee
Sent: Thursday, December 5, 2024 1:09 PM
To: Argelia Villarreal [REDACTED]
Cc: Humberto Galvan <Humberto.Galvan@tceq.texas.gov>; Chris Kozlowski
<Chris.Kozlowski@tceq.texas.gov>
Subject: Ruben Garibay No. 23-2691E

Good Afternoon,

Please see the attached request for information letter for Ruben Garibay 23-2691E and provide a response by 1/6/2024.

Thanks,

Jeremy Walker-Lee, Project Manager

Water Rights Permitting Team

Water Rights Permitting and Availability Section

512-239-0637

Please see the attached request for information letter for Ruben Garibay 23-2691E and provide a response by 1/6/2024.

Thanks,

Jeremy Walker-Lee, Project Manager

Water Rights Permitting Team

Water Rights Permitting and Availability Section

512-239-0637

Jeremy Walker-Lee

From: Jeremy Walker-Lee
Sent: Thursday, December 5, 2024 1:09 PM
To: Argelia Villarreal
Cc: Humberto Galvan; Chris Kozlowski
Subject: Ruben Garibay No. 23-2691E
Attachments: Ruben_Garibay_23-2691E_RFI_12.5.2024.pdf

Good Afternoon,

Please see the attached request for information letter for Ruben Garibay 23-2691E and provide a response by 1/6/2024.

Thanks,

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
512-239-0637

Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

December 5, 2024

Ms. Argelia Villarreal
1990 E. Garrison St., Ste 2
Eagle Pass, TX 78852-5021

VIA E-MAIL

RE: Ruben Garibay
ADJ 2691
CN606235950, RN102888021
Application No. 23-2691E to Amend a Portion of Certificate of Adjudication No. 23-2691
Texas Water Code § 11.122, Not Requiring Notice
Rio Grande, Rio Grande Basin
Maverick County

Dear Ms. Villarreal:

This acknowledges receipt, on November 1, 2024, of the referenced application, and November 15, 2024, of fees in the amount of \$112.50 (Receipt No. M544402, copy attached)

Additional information and fees are required before the application can be declared administratively complete.

1. Confirm that the application is not requesting a diversion reach. Staff notes that the Summary of Request indicates that the existing authorized diversion point would be used.

However, if the current diversion point is not currently authorized under Certificate of Adjudication No. 23-2691, as amended, a completed Worksheet 3.0, *Diversion Point (or Diversion Reach) Information* and a USGS 7.5-minute topographic map (or equivalent) with the location of the diversion point clearly marked will need to be provided.

2. Provide a completed Water Conservation Plan for Agricultural Purposes (TCEQ Form-10238) as referenced in Worksheet 6.0 *Water Conservation/Drought Contingency Plans*.
3. Provide a recorded copy of the deed(s) for the property where the proposed land to be irrigated is located. The deed should include the legal description of the land (metes and bounds). Please note that the application must be in the name(s) of all landowners as shown on the deeds; otherwise, proper consent of the application must be provided pursuant to Title 30 Texas Administrative Code (TAC) § 295.32(a)(5).

Please provide the requested information and fees by January 6, 2024, or the application may be returned pursuant to Title 30 TAC § 281.18.

Additional information will be required prior to completion of technical review.

1. Provide a completed *Public Involvement Plan Form for Permit and Registration Applications* (TCEQ-20960).

Ms. Argelia Villarreal
Application No. 23-2691E
December 5, 2024
Page 2 of 2

If you have any questions concerning this matter, please contact me via email at jeremy.walker-lee@tceq.texas.gov or by telephone at (512) 239-0637.

Sincerely,



Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section



Basis2 Historical Receipt Report

DEC-05-24 12:59 PM

Selected date range

14-NOV-24 - 14-NOV-24

<u>Fee</u>	<u>Account Number & Name</u>	<u>Endorse.#</u>	<u>T-Code</u>	<u>Fac/Per</u>	<u>Check #</u>	<u>Paid In By</u>	<u>Paid In For</u>	<u>Tran Date</u>	<u>Receipt Amount</u>
WUP	WUP:WATER USE PERMITS	M544402	N	ADJ232691	22076062417	GARIBAY, RUBEN		14-NOV-24	-\$112.50

Total (Fee Code): -\$112.50

Report_ID:

Jeremy Walker-Lee

From: Jeremy Walker-Lee
Sent: Tuesday, November 5, 2024 11:35 AM
To: Argelia Villarreal
Cc: Chris Kozlowski; Humberto Galvan
Subject: RE: Ruben Garibay

Hello Ms. Villarreal,

Please submit fees to our mailbox at the following:

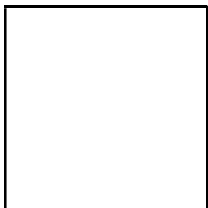
Texas Commission on Environmental Quality, Water Availability Division, P.O. Box 13087, MC-160, Austin, Texas, 78711-3087

Thanks,

Jeremy

From: Argelia Villarreal [REDACTED]
Sent: Tuesday, November 5, 2024 11:18 AM
To: Jeremy Walker-Lee <Jeremy.Walker-Lee@tceq.texas.gov>
Subject: Re: Ruben Garibay

I see amount is \$112.50 where do I sent it?



Texas law requires that you are aware of your choices as a buyer, seller, tenant or landlord in the state of Texas, [Information about Brokerage Services](#) and [Consumer Protection](#)

Confidentiality Notice: The information in this e-mail is confidential and privileged. This email is intended to be reviewed by only the individual(s) or organization(s) named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and its attachments, if any, or the information contained herein is prohibited. If you have received this facsimile or electronic message in error, please immediately notify us by telephone or e-mail and return or destroy the original message to assure that it is not read, copied, or distributed by others.

On Tue, Nov 5, 2024 at 10:43 AM Argelia Villarreal [REDACTED] wrote:

Please let me know when we will have the meeting or do I just send the payment?



Texas law requires that you are aware of your choices as a buyer, seller, tenant or landlord in the state of Texas, [Information about Brokerage Services](#) and [Consumer Protection](#)

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On Fri, Nov 1, 2024 at 9:53 AM Jeremy Walker-Lee <Jeremy.Walker-Lee@tceq.texas.gov> wrote:

Hello Ms. Villarreal,

Documents received, thank you for your submittal.

Jeremy

From: Argelia Villarreal [REDACTED]
Sent: Thursday, October 31, 2024 4:12 PM
To: Jeremy Walker-Lee <Jeremy.Walker-Lee@tceq.texas.gov>
Subject: Ruben Garibay

Hola Mr. Walker attached are the following documents for your review so we can complete the land transfer and get access to our water rights.

Texas Commission on Environmental Quality

Technical Information Report Water rights permitting

Ritchie survey and map of land and diversion

Ritchie deeds showing ownership

Please advise if anything is missing besides the check for cost.

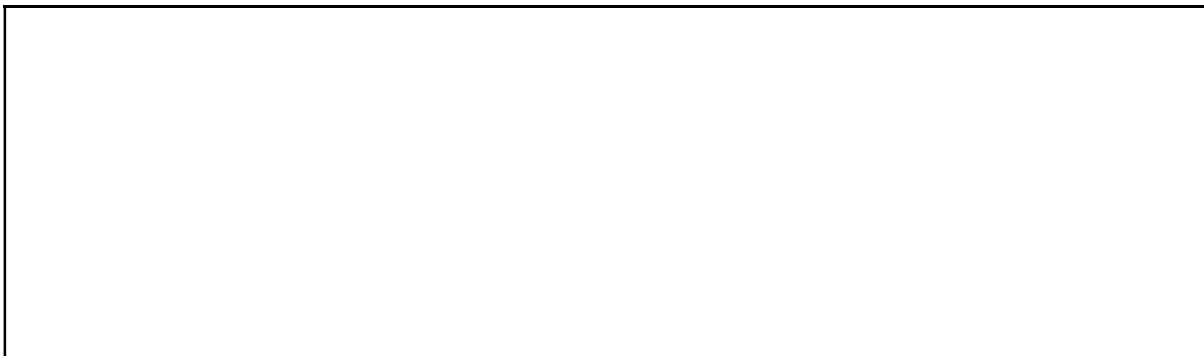
I really appreciate your help. Last week we got 10 acre feet of water.

(no subject).eml**Error! Filename not specified.**

_tammy ritchie water rights transfer.pdf**Error! Filename not specified.**

_edward and tammy ritchie deeds.pdf**Error! Filename not specified.**

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Texas law requires that you are aware of your choices as a buyer, seller, tenant or landlord in the state of Texas, [Information about Brokerage Services](#) and [Consumer Protection](#)

Confidentiality Notice: The information in this e-mail is confidential and privileged. This email is intended to be reviewed by only the individual(s) or organization(s) named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and its attachments, if any, or the information contained herein is prohibited. If you have received this facsimile or electronic message in error, please immediately notify us by telephone or e-mail and return or destroy the original message to assure that it is not read, copied, or distributed by others.

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): Ruben Garibay

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).

RECEIVED

By Eddie Valencia at 11:43 am, Nov 01, 2024

Y/N

Y Administrative Information Report

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

N Written Evidence of Signature Authority

N Technical Information Report

N USGS Map (or equivalent)

N Map Showing Project Details

N Original Photographs

N Water Availability Analysis

N 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

N Worksheet 2.0

N Additional W.S. 2.0 for Each Reservoir

N Dam Safety Documents

N Notice(s) to Governing Bodies

N Recorded Deeds for Inundated Land

N 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

N Worksheet 4.0

N TPDES Permit(s)

N WWTP Discharge Data

N Groundwater Well Permit

N Signed Water Supply Contract

N Worksheet 4.1

Y Worksheet 5.0

Y Addendum to Worksheet 5.0

Y Worksheet 6.0

Y Water Conservation Plan(s)

N Drought Contingency Plan(s)

N Documentation of Adoption

N Worksheet 7.0

N Accounting Plan

Y Worksheet 8.0

Y Fees

N Public Involvement Plan

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."

agricultural use same diversion
point and adding Land to water
right deed attached.

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?

Ruben Garibay

(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: 606235950 (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: Ruben Garibay

Title: _____

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

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: Ruben Garibay

Mailing Address: 21881 Cielo Vista

City: San Antonio State: TX ZIP Code: 78255

Indicate an X next to the type of Applicant:

<input checked="" type="checkbox"/> Individual	____ Sole Proprietorship-D.B.A.
____ Partnership	____ Corporation
____ Trust	____ Estate
____ Federal Government	____ State Government
____ County Government	____ City Government
____ Other Government	____ Other _____

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: _____ SOS Charter (filing) Number: _____

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: Angelina Villarreal / Ruben Garibay

Title: Admin owner

Organization Name: _____

Mailing Address: 1990 E. Garrison Ste 2

City: Eagle Pass State: TX ZIP Code: 78852

Phone Number: 830 513 7615

Fax Number: _____

E-mail Address: _____

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 ☒

If yes, provide the following information:

Account number: _____ Amount past due: 0

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? Yes / No ☒

If yes, please provide the following information:

Enforcement order number: _____ Amount past due: 0

- 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 _____

- 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/SurveyStatus_PriorThreeYears

Applicant has submitted all required TWDB surveys of groundwater and surface water?
Yes / No N

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Ruben Garibay
(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: _____

(Use blue ink)

Date: 5/10/2024

Subscribed and Sworn to before me by the said

on this 10th day of May, 2024.

My commission expires on the 10th day of October, 2024.

Notary Public

County, Texas



[Signature]
[SEAL]

If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page

Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 8, 2024

VIA-EMAIL

Argelia Villarreal
1990 E Garrison St. Ste. 2
Eagle Pass, TX 78852-5021

RE: Change of Ownership
Certificate of Adjudication No. 23-2691

Dear Argelia Villarreal:

This acknowledges receipt on February 28, 2024, of the Surface Water Rights Change of Ownership request and receipt of fees in the amount of \$100 (Voucher No. 694697) received on March 4, 2024.

TCEQ Change of Ownership Memorandum attached.

If you have any questions concerning this matter, please contact me via e-mail at Ariel.Black@tceq.texas.gov or by telephone at (512) 239-4625.

Sincerely,

Ariel Black

Ariel Black, Project Manager
Water Rights Compliance Assurance Team
Water Availability Division

Attachment

cc: Rio Grande Watermaster's Office

TCEQ Water Rights Change of Ownership Memorandum

To: Records Management
Thru: SD Sandra Douglas, Team Leader
Water Rights Compliance Assurance Team
From: Ariel Black, Project Manager
Water Rights Compliance Assurance Team
Subject: Change of Ownership
Delete: Patrick Goodson, Edward W. Ritchie III, and Tammy Ritchie, as part owners
Add: Ruben Garibay, as part owner

Date: March 8, 2024
Certificate of Adjudication No. 23-2691
Source County: Val Verde, Kinney, Maverick, Webb, Zapata, Starr, Hidalgo, and Cameron
Source Basin: Rio Grande

Conveyance Documents Reviewed

Title	Dated	Doc. No.
Water Rights Purchase Agreement	10/05/2021	2426574
Water Rights Purchase Agreement	10/05/2021	2426575
Water Rights Purchase Agreement	05/02/2022	2325652

The change of ownership application was received on February 28, 2024, and the \$100 recording fee (Voucher No. 694697) was received on March 4, 2024. The review of the application was completed on March 8, 2024. The conclusions in this memo are based upon a review of the above-mentioned conveyance documents submitted by the applicants from the Official Public Records of Maverick County, Texas. The conclusions are subject to change if additional information is received.

Ownership of Record with Addresses and Remarks:

1. Sergio Galindo
PO Box 420789
Del Rio, TX 78842-0789
2. Sarah June Gonzalez
2582 Commissary Ave
Eagle Pass, TX 78852-3618
3. Armando Mondragon Ritchie
2017 Wood Way Dr.
Eagle Pass, TX 78853-2303
4. Carlos Francisco Mondragon Ritchie
1065 Vista Hermosa Dr.
Eagle Pass, TX 78852-4123
5. Dolores Guadalupe Mondragon Ritchie
6801 Indian Creek Dr. Apt. 301
Miami Beach, FL 33141-3864
6. Manuel Everardo Mondragon Ritchie
PO Box 2816
Eagle Pass, TX 78853-2816
7. CGC Ritchie
493 Madison St.
Eagle Pass, TX 78852-4508
8. Clinton Wilson Ritchie
c/o John Ritchie
875 Ritchie Rd.
Eagle Pass, TX 78852-5935
9. Della Virginia Ritchie
c/o John Ritchie
875 Ritchie Rd.
Eagle Pass, TX 78852-5935
10. Kevin Alfred Ritchie
c/o John Ritchie
875 Ritchie Rd.
Eagle Pass, TX 78852-5935

11. Ruben Garibay
21881 Cielo Vista
San Antonio, TX 78255-9302

The owners of record have been updated as follows:

Authorization 1: Diversion of 9.42 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 4.71 acres of land out of a 5.78-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733, in Maverick County.

Owner Name	Amount	Purpose
CGC Ritchie	9.42 ac-ft	Agricultural

Authorization 2: Diversion of 28.974 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 14.487 acres of land out of a 17.8275-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741, in Maverick County.

Owner Name	Amount	Purpose
Manuel Everardo Mondragon Ritchie	28.974 ac-ft	Agricultural

Authorization 3: Diversion of 41.305 acre-feet of Class A water per year from the Rio Grande, for agricultural and recreational purposes, within the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733, in Maverick County and for Mining purposes within Val Verde, Kinney, Webb, Maverick, Dimmitt, Zapata, Starr, Hidalgo, and Cameron counties.

Owner Name	Amount	Purpose
Sergio Galindo	41.305 ac-ft	Agricultural, Mining, & Recreational

Authorization 4: Diversion of 92.72 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 46.36 acres of land out of a 57.05-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733, in Maverick County.

Owner Name	Amount	Purpose
Sarah June Gonzalez	92.72 ac-ft	Agricultural

Authorization 5: Diversion of 12.04 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 6.02 acres of land out of a 7.41-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733, in Maverick County.

Owner Name	Amount	Purpose
Clinton Wilson Ritchie Della Virginia Ritchie Kevin Alfred Ritchie (undivided)	12.04 ac-ft	Agricultural

Authorization 6: Diversion of 28.974 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 14.487 acres of land out of a 17.8275-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741, in Maverick County.

Owner Name	Amount	Purpose
Armando Mondragon Ritchie	28.974 ac-ft	Agricultural

Authorization 7: Diversion of 28.974 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 14.487 acres of land out of a 17.8275-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, in Maverick County.

Owner Name	Amount	Purpose
Dolores Guadalupe Mondragon Ritchie	28.974 ac-ft	Agricultural

Authorization 8: Diversion of 5.798 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, to irrigate 2.899 acres of land out of a 3.5675-acre tract located in the F. Rodriguez Survey 43, Abstract No. 790, and the Manuel Monjaras Survey 44, Abstract No. 741, in Maverick County.

Owner Name	Amount	Purpose
Carlos Francisco Mondragon Ritchie	5.798 ac-ft	Agricultural

Authorization 9: Diversion of 150.49 acre-feet of Class A water per year from the Rio Grande, for agricultural purposes, within the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733, in Maverick County. No land was conveyed.

Owner Name	Amount	Purpose
Ruben Garibay	150.49 ac-ft	Agricultural

Authorization 10: Diversion of 21.305 acre-feet of Class A water per year from the Rio Grande, for agricultural, mining, and recreational purposes, within the F. Rodriguez Survey 43, Abstract No. 790, the Manuel Monjaras Survey 44, Abstract No. 741, and the Juan Losoya Survey 45, Abstract No. 733, in Maverick County.

Owner Name	Amount	Purpose
Ruben Garibay	21.305 ac-ft	Agricultural, Mining, & Recreational

Please be aware that a permanent water right is an easement and passes with title to the land to which it is appurtenant unless the water right is expressly reserved or excepted from conveyance or is conveyed separately from the land. See Texas Water Code §11.040(a) and 30 Texas Administrative Code (TAC) § 297.81(a) and (d). However, also be aware that a permanent water right must be expressly conveyed if the water right is held by a water corporation, water district, river authority, or governmental entity authorized to supply water to others. See 30 TAC § 297.81(b).

This water right falls under the jurisdiction of the Rio Grande Watermaster Program. Prior to diverting, please contact the Rio Grande Watermaster's Office at (800) 609-1219.

Ariel Black
Ariel Black

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: 5-16 8/29/24

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 N
- 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: ~~9302029~~)

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).

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: 23-2691

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

- 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 Y
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 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)

N/A

- 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":

The state and regional water plans generally do not address every possible change in individual water rights. The application is consistent with the 2021 Region M water plan and the 2022 state water plan because there is nothing in the plans that conflict with the 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

See attached file sent by
email.

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>

_____ 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 _____ 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 _____ acres in _____ County, TX.
- ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

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.

N/A

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**
150.49	Agricultural	Agricultural	See attached worksheet	for use of agriculture in maverick total of 92.82
21.305	Agricultural Mining Recreational	Agricultural Mining Recreational	For agricultural use, 92.82	for use of agriculture in maverick total of 92.82

*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 92.82 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 92.82 acres in Maverick County, TX.
- Location of land to be irrigated: In the 44 Original Survey No. 733, Abstract No. 741.

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.

Seller:
Edward Ritchie

Entity:

51 Weyrich LLC

RUBEN GARIBAY

PROPERTY ID#

ACRES

LEGAL DESCRIPTION

3519

38.31

ABSTRACT A0741, MONJARAS, MANUEL, SURVEY #44, ACRES 38.31

3818

18.74

ABSTRACT A0790, RODRIGUEZ, FRANCISCO, SURVEY #43, ACRES 18.7

52459

4.3

ABSTRACT A0741, MONJARAS, MANUEL, SURVEY #44, ACRES 4.3

53235

3.7026

ABSTRACT A0741, MONJARAS, MANUEL, SURVEY #44, ACRES 3.7026

3526

3.2974

ABSTRACT A0741, MONJARAS, MANUEL, SURVEY #44, ACRES 3.2974

52458

6.82

ABSTRACT A0733, LOSOYA, JUAN, SURVEY #45, ACRES 6.82

3481

6.53

ABSTRACT A0733, LOSOYA, JUAN, SURVEY #45, ACRES 6.53

52457

11.12

ABSTRACT A0733, LOSOYA, JUAN, SURVEY #45, ACRES 11.12

Total Acres

92.82



Office of the Secretary of State

CERTIFICATE OF FILING OF

51 Weyrich Rd LLC
File Number: 803552757

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

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

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

Dated: 02/20/2020

Effective: 02/20/2020



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

Ruth R. Hughes
Secretary of State

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

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803552757 02/20/2020
Document #: 948817660003
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

51 Weyrich Rd LLC

Article 2 – Registered Agent and Registered Office

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

OR

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

Name:

Ruben Garibay

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

Street Address:

312 Lake Louis Ct. Laredo TX 78041

Consent of Registered Agent

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

OR

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

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Ruben Garibay**

Title: **Manager**

Address: **312 Lake Louis Ct. Laredo TX, USA 78041**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

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

Organizer

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

Joseph Michael Dickerson **2 Lindenwood, Laredo, Texas 78045**

Effectiveness of Filing

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

OR

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

Execution

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

Joseph Michael Dickerson

Signature of Organizer

FILING OFFICE COPY



Office of the Secretary of State

CERTIFICATE OF FILING OF

51 Weyrich Rd LLC
File Number: 803552757

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 08/20/2020

Effective: 08/20/2020



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

Ruth R. Hughes
Secretary of State

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 _____

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

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

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);

W/A

- 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.

N/A

- 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.

N/A

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: _____
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: _____.
- c. The impoundment is on-channel _____ 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 _____
 - 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 _____
- d. Is the impoundment structure already constructed? Y / N _____
 - i. For already constructed **on-channel** structures:
 1. Date of Construction: _____
 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N _____
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N _____
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N _____
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N _____
 - a. If yes, provide the Site No. _____ and watershed project name _____;
 - 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 _____
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 _____

N/A

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:_____.
 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_____ 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):_____
- b. Zip Code: _____
- c. In the_____ Original Survey No._____, Abstract No._____,
_____ 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_____°N, Longitude_____°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):_____
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N_____

N/A

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 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 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
<input type="checkbox"/>	Directly from stream	
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	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

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): Rio Grande
- b. Zip Code: 78852
- c. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ 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:
down stream Latitude 25.952481° N, Longitude 97.150431° W Cameron County, TX.
up stream Latitude 29.441406° N, Longitude 101.057069° W Val Verde County, TX.
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): provided by TCEQ
- 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 _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N ____ If yes, provide the following information:

1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
2. Applicant is the owner/holder of each TPDES permit listed above? Y / 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 _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: _____
 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 _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 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 ____ If yes, provide the signed contract(s).

dii. Identify any other source of the water

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 _____ 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 _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____°N, Longitude _____°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): _____

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

N/A

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.**

We will use existing diversion

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: _____

N/A

☐ Other, specify: _____

N/A

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.

N/A

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.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* 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 _____ and the name of the aquifer from which water is withdrawn _____.

N/A

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

N/A

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____

N/A

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.

N/A

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

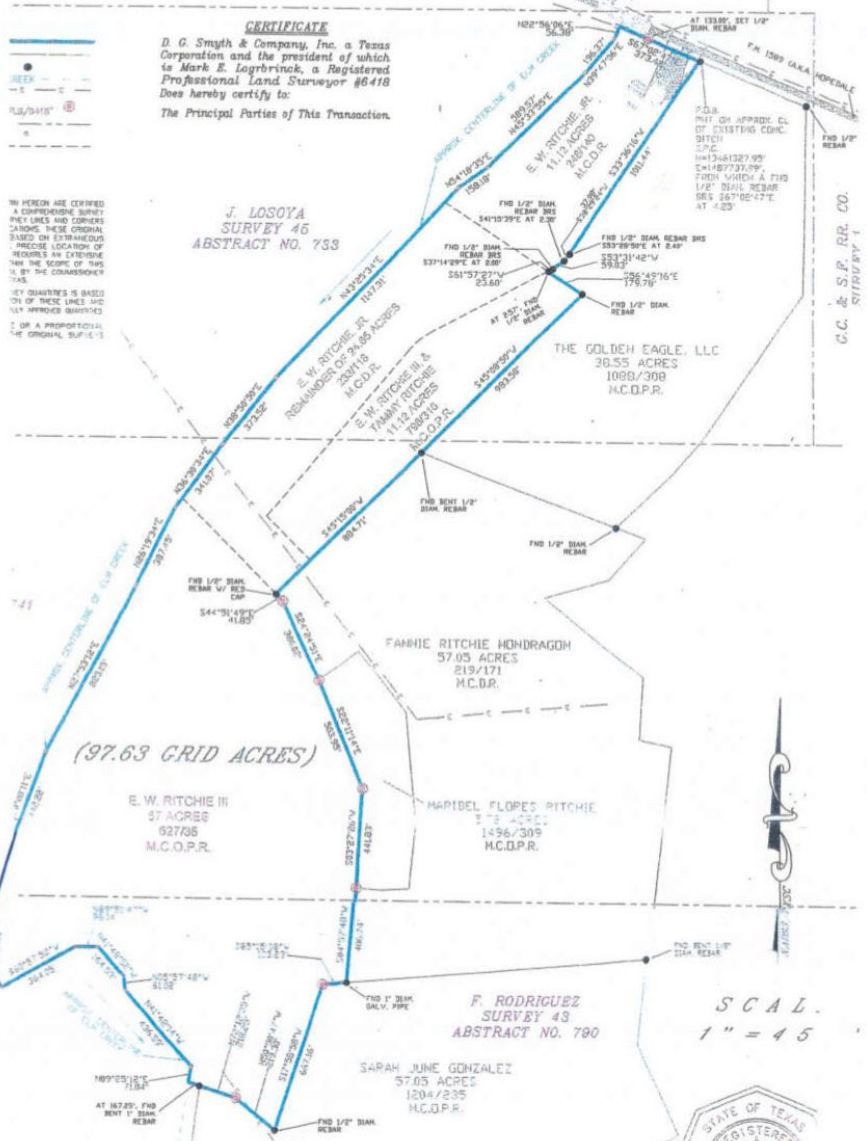
	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$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	
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 _____ acre-feet of State Water to be stored at normal max operating level.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	
TOTAL		\$

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x _____ of water rights to combine	100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$ 112.50

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.	
TOTAL INCLUDED		\$ 112.50



PLAT SHOWING:

Survey of 97.63 grid acres, more or less, of land located in Maverick County, Texas, being out of and
 Survey 45, Abstract No. 733, M. Monjaras Survey 44, Abstract No. 741, and F. Rodriguez Survey 43,
 and also being comprised of a composite of those same certain tracts called 11.12 acres as described in
 ment to E. W. Ritchie, Jr., recorded in Volume 248, Page 140 of the Maverick County Deed Records,
 24.65 acres as described in conveyance document to E. W. Ritchie, Jr., recorded in Volume 233, Page
 ick County Deed Records, 11.12 acres as described in conveyance document to E. W. Ritchie III, and
 recorded in Volume 796, Page 316 of the Maverick County Official Public Records, and 57 acres as
 eyance document to E. W. Ritchie III, recorded in Volume 527, Page 35 of the Maverick County
 rds, Maverick County, Texas.

NOTES:
 1. THIS PLAT WAS PREPARED BY THE SURVEYOR FROM THE ORIGINAL SURVEY RECORDS.
 2. THE PLAT WAS PREPARED BY THE SURVEYOR FROM THE ORIGINAL SURVEY RECORDS.
 3. THE PLAT WAS PREPARED BY THE SURVEYOR FROM THE ORIGINAL SURVEY RECORDS.
 4. THE PLAT WAS PREPARED BY THE SURVEYOR FROM THE ORIGINAL SURVEY RECORDS.
 5. THE PLAT WAS PREPARED BY THE SURVEYOR FROM THE ORIGINAL SURVEY RECORDS.

PREPARED FOR:
 E. W. RITCHIE, III (SELLER)
 PURPOSE OF SURVEY:
 BOUNDARY

GRIZED ALTERATION OF CERTIFIED MATERIAL IS FORGERY.

nyth & Co. Inc. FIRM #10008800
 FIELD RD.
 S 78801
 H-0858
 THIS DRAWING WAS PREPARED BY THE SURVEYOR FROM THE ORIGINAL SURVEY RECORDS.
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 AND CO., INC. (C)



SCALE
 1" = 45'

STATE OF TEXAS
COUNTY OF UVALDE

I, MARK E. LOGBRINK, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM
 SURVEY MADE ON THE GROUP
 WORKING UNDER MY SUPERVISION
 SAME IS TRUE AND CORRECT AC
 SAID SURVEY. THE PLAT AS PRE
 A UNLESS OF MY SEAL IN THE
 HEREON, AND IS ALSO EMBOSSED
 IMPRESSION SEAL. IF THIS PLA
 HAVE THESE TWO CONDITIONS I
 IS A COPY AND MAY HAVE BEEN
 ASSUME NO RESPONSIBILITY FOR
 THE PLAT OTHER THAN THE COP
 MY ORIGINAL SEALS AND SIGNA
 COMPLETED: JUNE 2, 2017

Mark E. Logbrink
 REGISTERED PROFESSIONAL LAND
 SURVEYOR NO. 4818
 EXPIRATION DATE: 12/31/2024
 STATE OF TEXAS: 12/31/2024
 COUNTY: UVALDE

PROJECT NO. 17-6126
DRAWING NO. 17-6126
DATE: JUNE 2, 2017

AERIAL VIEW – 92.82 Acre Tract

