



# DISCHARGE ACCESS & POND USE AGREEMENT

**Meuth Tract – 33.959 Acres, 2034 CR 342, La Vernia, Texas 78121**

This **Discharge Access & Pond Use Agreement** (“Agreement”) is entered into as of \_\_\_\_\_, 2025 (“Effective Date”) by and between the **City of La Vernia, Texas** (“City”) and **Shauna Meuth** (“Owner”). City and Owner are each a “Party” and collectively, the “Parties.”

## 1. Property; Exhibits

Owner owns the 33.959 acres of land, more or less, located in Wilson County, Texas, and more particularly described below and on Exhibit A, attached hereto and incorporated herein (the “Property”).

Property ID: 10774

GEO ID: 0002-01000-04402

Legal Description: A0002 J M Balmaseda Survey, Tract 44 (U-1), 33.959 Acres

Situs: 2034 CR 342, La Vernia, Texas 78121

### **Exhibits (attached and incorporated):**

**Exhibit A** – Property Legal Description & Survey

**Exhibit B** – 20' Transmission Line Easement

**Exhibit C** – Pond Footprint and Discharge Outfall Locations

**Exhibit D** – City’s Existing Well & Filter Station Site

**Exhibit E** – Memorandum of Agreement (for recordation)

If appraisal district descriptions conflict with the recorded survey, the survey controls.

## 2. Recitals

The City owns and operates a municipal water well and filter station and seeks TCEQ authorization to discharge permitted treated process water.

The Property contains a pond that is suitable as a receiving impoundment for the treated process water.

The Owner desires to grant the City the right to construct, operate, and maintain an underground transmission line and appurtenances across the Property and to discharge permitted water into the pond in accordance with all applicable laws and regulations.

This Agreement provides the site-control documentation required to support the City's TCEQ discharge permit.

## 3. Definitions

**"City's Well & Filter Station"** means the existing water well and filter station owned by the City and depicted on Exhibit D, attached hereto and incorporated herein.

**"Discharge"** means the release of permitted process water from the City's Well & Filter Station Site into Owner's pond under City's TCEQ authorization.

**"Facilities"** means the transmission pipeline(s), valves, meters, sample points, electrical and SCADA appurtenances, and related improvements installed within the Easement Area.

**"Easement Area"** means that certain tract of land described on Exhibit B, attached hereto and incorporated herein.

**"TCEQ"** shall mean the Texas Commission on Environmental Quality or its successor agency.

## 4. Grant of Easement and Discharge Rights

### 4.1 Transmission Line & Access Easement.

The Owner grants, bargains, sells, and conveys to the City and its successors and assigns a perpetual, non-exclusive **15-foot easement (centered on the pipeline centerline)** over, on, and across the Easement Area for ingress and egress and to construct, install, access, operate, maintain, repair, replace, remove, relocate, and upgrade the Facilities (the "Easement"), repair, or replacement (the "Workspace Easement") (the Easement and Workspace Easement will

collectively be referred to herein as the “Easements”), to have and to hold the Easements to the City and its successors and assigns forever. Owner binds Owner and Owner’s heirs, successors, and assigns to warrant and forever defend the title to the Easements in the City and its successors and assigns against every person whomsoever lawfully claiming or to claim the Easements or any part thereof by, through, or under Owner, but not otherwise.

#### **4.2 Discharge Rights.**

The Owner authorizes the City to discharge permitted waters into the pond at the approved outfall(s) shown in Exhibit C. The Owner consents to the City’s collection of water-quality samples within the pond.

#### **4.3 Surface Use & Restrictions.**

Owner shall not construct structures, plant trees, or place improvements within the Easement Area that would interfere with the Facilities or the City’s access.

#### **4.4 Access and Emergencies.**

The City may enter the Easement Area at any time to respond to leaks or emergencies and will restore disturbed surfaces in a reasonable manner.

### **5. Consideration; No Sale or Purchase of Water**

#### **5.1 Consideration; No Sale of Water.**

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree that this Agreement is entered into in furtherance of public purposes, including municipal water supply, environmental protection, and public health and safety. The City is not selling treated water or effluent to Owner, nor is the Owner purchasing the Discharge or receiving monetary compensation for accepting the Discharge.

The purpose of this Agreement is solely to allow permitted discharge into the pond.

### **6. Permits and Compliance**

#### **6.1 City Permits.**

The City is responsible for obtaining and maintaining TCEQ permitting and operating the Facilities. Owner shall not alter, tamper with, or otherwise interfere with the Facilities (pipeline from city plant to isolation valve).

## 6.2 Compliance.

The City will comply with all TCEQ permit requirements; the Owner shall not cause contamination or impair discharge compliance.

## 6.3 Monitoring.

The City may take water samples and will provide summary results to the Owner upon request.

# 7. Construction, Restoration, Relocation, and Maintenance

## 7.1 Construction Practices.

City will use commercially reasonable efforts to minimize disturbance of the surface. .

## 7.2 Vegetation & Restoration.

Within a reasonable time after cessation of any installation or repair efforts related to the Facilities, the City will restore the surface as nearly as reasonably practicable to the same condition as it was at the commencement of this Agreement. As part of its restoration of the surface, the City will reseed and stabilize disturbed areas that are **not encumbered by improvements authorized herein**.

## 7.3 Relocation of Facilities.

If Owner later proposes improvements that conflict with the **Facilities**, relocation of the Facilities shall be at **Owner's cost**, unless City agrees otherwise in writing.

## 7.4 Maintenance Responsibilities

### **City Responsibilities. The City shall be solely responsible for:**

- (1) maintaining, repairing, and replacing all Facilities located within the Easement Area, including the transmission line(s), valves, fittings, monitoring devices, and discharge outfall structures;
- (2) maintaining the Easement Area in a condition suitable for utility vehicle access;
- (3) maintaining erosion control, reseeding, and stabilization in areas disturbed by the City's construction or maintenance activities; and
- (4) removing or repairing any damage caused by failures or malfunctions of the Facilities, ordinary wear and tear excepted.

**Owner Responsibilities. The owner shall be solely responsible for:**

(1) maintaining the structure of the pond, pond berm, and all natural or man-made features not installed by the City;

(2) maintaining vegetation, fencing, and pasture management activities outside the Easement Area;

(3) maintaining all portions of the Property not directly associated with the City Facilities.

**No Assumption of Additional Duties.**

Except as expressly stated in this Section 7.4, the City assumes no responsibility for the maintenance, operation, or condition of the pond, berm, dam, pasture, fencing, vegetation, or any other Owner improvements.

## **8. Preservation of Immunity**

NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED AS A WAIVER OF THE CITY'S GOVERNMENTAL, SOVEREIGN, OR OTHER IMMUNITY OR DEFENSE AVAILABLE TO THE CITY UNDER TEXAS LAW. THE EXECUTION OF THIS AGREEMENT AND THE PERFORMANCE OF ANY OBLIGATIONS HEREUNDER ARE A GOVERNMENTAL FUNCTION OF THE CITY, AND ALL IMMUNITIES AND DEFENSES PROVIDED BY LAW SHALL APPLY TO AND BE RETAINED BY THE CITY.

## **9. Term; Default; Termination**

### **9.1 Term.**

This Agreement shall commence on the Effective Date (once the existing pipeline has been located and determined to be functional) and shall continue in perpetuity unless otherwise terminated by the Parties. Notwithstanding the foregoing of this Section 9.1, either party may terminate this agreement with 180 days' prior written notice. Unless otherwise terminated as set forth herein, this Agreement is appurtenant to and runs with all or any portion of the Property.

### **9.2 Default and Cure.**

Except as otherwise provided herein, in the event either Party hereto fails to perform as required by any covenant, agreement or obligation under this Agreement (an "Event of Default"), the non-defaulting Party must give the defaulting Party written notice specifying the Event of Default (the "Notice"). If the defaulting Party fails to commence efforts to cure the default within thirty (30)

calendar days after receipt of the Notice, and thereafter to diligently pursue such cure until complete, then the non-defaulting Party may pursue all legal or equitable remedies against the defaulting Party. Notwithstanding the foregoing of this Section 9.2, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be deemed to be in default if it commences the cure within such period and diligently pursues the cure to completion.

### **9.3 Permit Contingency.**

If TCEQ denies or revokes the permit, the City may terminate the discharge-related provisions of this Agreement.

## **10. Notices**

All notices must be in writing and delivered by hand, certified mail, courier, or email to the following (or as updated in writing):

**City:** City Administrator, City of La Vernia, 102 E. Chihuahua La Vernia, TX 78121-0225, (830) 779-4541

**Owner:** Shauna Meuth, (210) 793-8387, [Shauna247@hotmail.com](mailto:Shauna247@hotmail.com), 2034 County Road 342, La Vernia, Texas 78121

## **11. Entire Agreement**

This Agreement contains the entire understanding between the Parties regarding discharge and access rights.

## **SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Conditional Service Agreement as of the date first written above.

**CITY OF LA VERNIA, TEXAS**

By: \_\_\_\_\_

Mayor / City Administrator

Date: \_\_\_\_\_

**STATE OF TEXAS**

§

**COUNTY OF WILSON** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, in the capacity of Mayor / City Administrator for the City of La Vernia, Texas, a municipal corporation, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**Shauna Mueth**

By: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, in the capacity of \_\_\_\_\_ of Shauna Mueth, Landowner.

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Exhibit A

**Exhibit "A"**  
**Property Description**

**Property Address: 2034 County Road 342, La Vernia, TX 78121**

**TRACT 1**

A 45.958 ACRE TRACT OUT OF THE JOSE MARIA BALMASEDA SURVEY NUMBER 9, ABSTRACT NUMBER 2, IN WILSON COUNTY, TEXAS AND CALLED 35.959 ACRES OUT OF A 160.0 ACRE TRACT CONVEYED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022 122639, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: AT A 1/2 INCH IRON ROD FOUND ON THE EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 342, A PUBLIC RIGHT-OF-WAY, AT THE WEST CORNER OF THE REMAINDER OF 124.154 ACRES TO JAMES AULTMAN AND WIFE, AMANDA AULTMAN OF RECORD IN DOCUMENT NUMBER 2022-121451, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, HAVING TEXAS STATE PLANE COORDINATES OF N-13,669,177.43 AND E-2,258,604.49, SOUTH CENTRAL ZONE 4204, GRID, FOR THE SOUTHWEST CORNER OF THIS 45.958 ACRE TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID REMAINDER OF 124.154 ACRES AND THE WEST CORNER OF THE REMAINDER OF 26.114 ACRES TO THOMAS C. LEININGER AND KAREN L. LEININGER OF RECORD IN VOLUME 1976, PAGE 194, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, BEARS: SOUTH 00°43'09" EAST 473.95 FEET;

THENCE: NORTH 01°57'08" EAST 490.15 FEET WITH THE EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 342 AND THE SOUTHWEST LINE OF THIS 45.958 ACRE TRACT TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT THE SOUTHWEST CORNER TRACT 2 (1.203 ACRES SURVEYED THIS SAME DATE), FOR THE WESTERN MOST NORTHWEST CORNER OF THIS 45.958 ACRE TRACT, FROM WHICH A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT THE NORTHWEST CORNER OF SAID 1.203 ACRES AND THE SOUTHWEST CORNER OF 0.545 ACRES TO THE CITY OF LA VERNIA OF RECORD IN VOLUME 831, PAGE 26, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, BEARS: NORTH 01°57'08" EAST 23.60 FEET;

THENCE: WITH THE SOUTHEAST BOUNDARY OF SAID 1.203 ACRES AND THE NORTHWEST BOUNDARY OF THIS 45.958 ACRES, THE FOLLOWING FOUR (4) CALLS:

- 1) NORTH 59°53'09" EAST 449.23 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT AN INTERIOR CORNER OF SAID 1.203 ACRES;
- 2) SOUTH 30°06'51" EAST 188.70 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT AN ANGLE OF SAID 1.203 ACRES, FOR AN INTERIOR CORNER OF THIS 45.958 ACRE TRACT;
- 3) NORTH 59°53'09" EAST 208.70 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT THE SOUTHEAST CORNER OF SAID 1.203 ACRES, FOR AN INTERIOR CORNER OF THIS 45.958 ACRE TRACT;

**Exhibit "A"**  
**Property Description (cont.)**

4) NORTH 30°06'51" WEST 208.70 FEET WITH THE NORTHEAST LINE OF SAID 1.203 ACRES TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" ON THE SOUTHEAST BOUNDARY OF 92.49 ACRES CONVEYED TO JOHN M. BAUMAN AND JOY N. BAUMAN IN VOLUME 1785, PAGE 537, AND DESCRIBED IN VOLUME 1193, PG661, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, AT THE NORTHEAST CORNER OF SAID 1.203 ACRES, FOR THE NORTHERN-MOST NORTHWEST CORNER OF THIS 45.958 ACRE TRACT;

THENCE: CONTINUING WITH THE NORTHWEST BOUNDARY OF THIS 45.958 ACRE TRACT AND WITH THE SOUTHEAST BOUNDARY OF SAID 92.49 ACRES, THE FOLLOWING TWO (2) CALLS:

1) NORTH 59°53'09" EAST 3,580.71 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" FOR ANGLE;

2) NORTH 59°29'54" EAST AT A DISTANCE OF 2,413.66 FEET PASS A 1/2 INCH IRON ROD FOUND ON LINE AND CONTINUING FOR A TOTAL DISTANCE OF 2,624.14 FEET TO A POINT ON THE WEST BANK OF CIBOLO CREEK;

THENCE: SOUTH 04°24'47" WEST 69.21 FEET WITH THE WEST BANK OF CIBOLO CREEK AND THE NORTHEAST LINE OF THIS 45.958 ACRES TO A POINT ON THE WEST BANK OF CIBOLO CREEK, AT THE NORTHEAST CORNER OF SAID REMAINDER OF 124.154 ACRES, FOR THE EASTERN-MOST SOUTHEAST CORNER OF THIS 45.958 ACRE TRACT;

THENCE: WITH THE NORTHWEST BOUNDARY OF SAID REMAINDER OF 124.154 ACRES AND THE SOUTHEAST BOUNDARY OF THIS 45.958 ACRE TRACT, THE FOLLOWING THREE (3) CALLS:

1) SOUTH 59°37'55" WEST AT A DISTANCE OF 106.17 FEET PASS A 1/2 INCH IRON ROD FOUND ON LINE, AND CONTINUING FOR A TOTAL DISTANCE OF 2,453.95 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE;

2) SOUTH 08°41'25" WEST 508.75 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE;

3) SOUTH 60°02'07" WEST 4,310.99 FEET TO THE POINT OF BEGINNING OF THIS 45.458 ACRE (2,001,916 SQUARE FEET) TRACT OF LAND IN WILSON COUNTY, TEXAS.

**TRACT 2:**

A 1.203 ACRE TRACT OUT OF THE JOSE MARIA BALMASEDA SURVEY NUMBER 9, ABSTRACT NUMBER 2, IN WILSON COUNTY, TEXAS AND CALLED 1.2 ACRES OUT OF A 160.0 ACRE TRACT CONVEYED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-122639, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Exhibit "A"  
Property Description (cont.)

BEGINNING: AT A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" ON THE EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 342, A PUBLIC RIGHT OF-WAY, AT THE SOUTHWEST CORNER OF 0.545 ACRES TO THE CITY OF LA VERNIA OF RECORD IN VOLUME 831, PAGE 26, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, HAVING TEXAS STATE PLANE COORDINATES OF N-13,669,690.88 AND E-2,258,621.99, SOUTH CENTRAL ZONE 4204, GRID, FOR THE NORTHWEST CORNER OF THIS 1.203 ACRE TRACT, FROM WHICH A 3-INCH METAL POST FOUND AT THE NORTH CORNER OF SAID 0.545 ACRES AND THE WESTERN-MOST SOUTHWEST CORNER OF 92.49 ACRES CONVEYED TO JOHN M. BAUMAN AND JOY N. BAUMAN OF RECORD IN VOLUME 1785, PAGE 537, AND DESCRIBED IN VOLUME 1193, PAGE 661, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, BEARS: NORTH 17°51'13" EAST 230.34 FEET;

THENCE: NORTH 59°53'09" EAST 645.40 FEET WITH THE SOUTHEAST LINES OF SAID 0.545 ACRES AND SAID 92.49 ACRES, WITH THE NORTHWEST LINE OF THIS 1.203 ACRE TRACT TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" ON THE SOUTHEAST BOUNDARY OF SAID 92.49 ACRES, AT THE NORTHERN-MOST NORTHWEST CORNER OF TRACT 1 (45.958 ACRES SURVEYED THIS SAME DATE), FOR THE NORTHEAST CORNER OF THIS 1.203 ACRE TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR WITNESS ON THE SOUTHEAST BOUNDARY OF SAID 92.49 ACRES AND THE NORTHWEST BOUNDARY OF SAID 45.958 ACRES BEARS: NORTH 59°53'09" EAST 3,580.71 FEET AND NORTH 59°29'54" EAST 2,413.66 FEET;

THENCE: WITH THE NORTHWEST BOUNDARY OF SAID 45.958 ACRES AND THE SOUTHEAST BOUNDARY OF THIS 1.203 ACRE TRACT, THE FOLLOWING FOUR (4) CALLS:

1) SOUTH 30°06'51" EAST 208.70 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT AN INTERIOR CORNER OF SAID 45.958 ACRES, FOR THE SOUTHEAST CORNER OF THIS 1.203 ACRE TRACT;

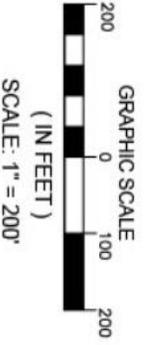
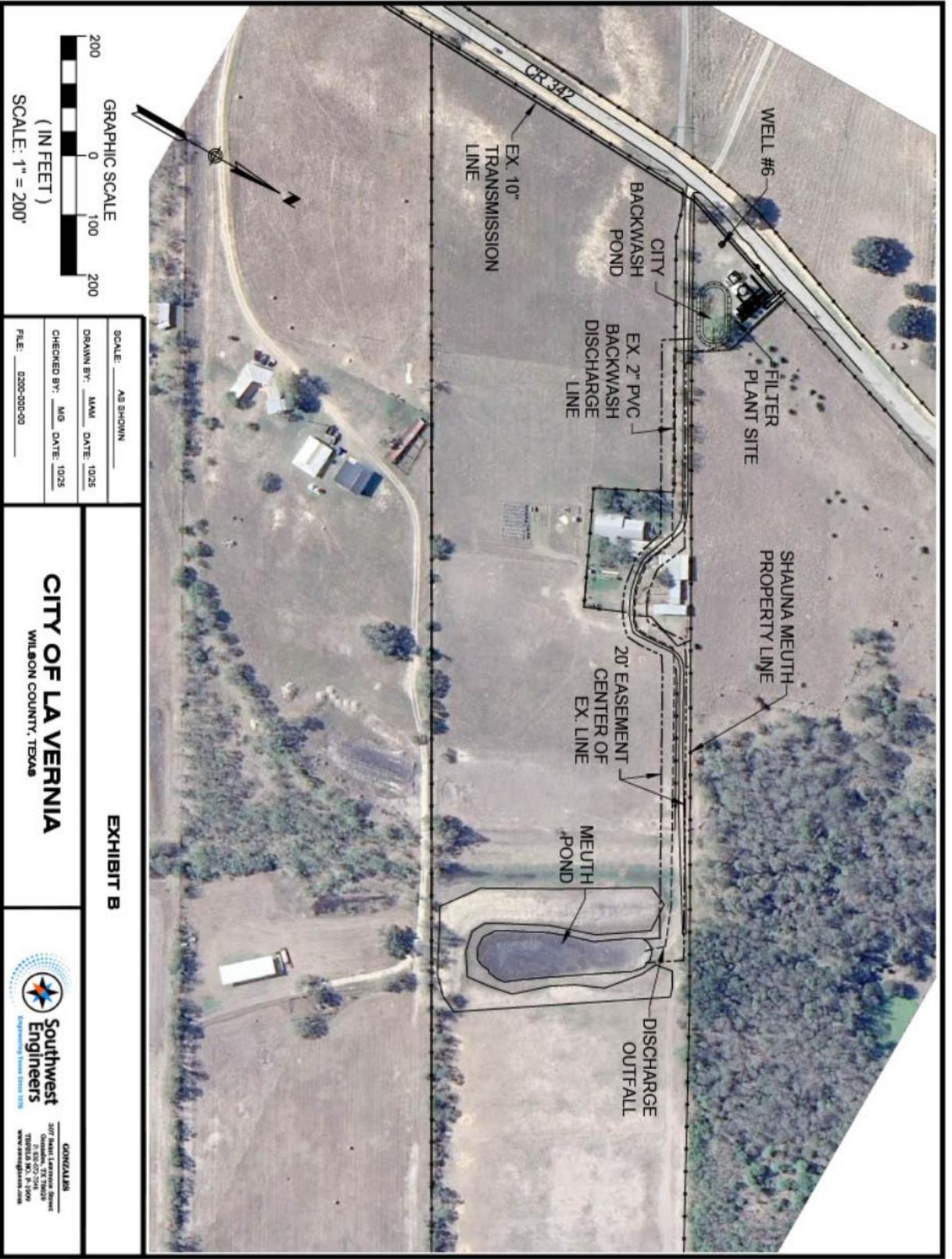
2) SOUTH 59°53'09" WEST 208.70 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT AN INTERIOR CORNER OF SAID 45.958 ACRES, FOR ANGLE OF THIS 1.203 ACRE TRACT;

3) NORTH 30°06'51" WEST 188.70 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" AT AN ANGLE OF SAID 45.958 ACRES, FOR AN INTERIOR CORNER OF THIS 1.203 ACRE TRACT;

4) SOUTH 59°53'09" WEST 449.23 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "ALLIANCE LAND SURVEYORS RPLS 4716" ON THE EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 342, AT THE WESTERN-MOST NORTHWEST CORNER OF SAID 45.958 ACRES, FOR THE SOUTHWEST CORNER OF THIS 1.203 ACRE TRACT;

THENCE: NORTH 01°57'08" EAST 23.60 FEET WITH THE EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 342 AND THE WEST LINE OF THIS 1.203 ACRE TRACT TO THE POINT OF BEGINNING OF THIS 1.203 ACRE (52,415 SQUARE FEET) TRACT OF LAND IN WILSON COUNTY, TEXAS.





SCALE:	AS SHOWN
DRAWN BY:	MM DATE: 10/25
CHECKED BY:	MG DATE: 10/25
FILE:	0200-000-00

**CITY OF LA VERNIA**  
WILSON COUNTY, TEXAS

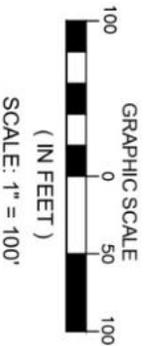
**EXHIBIT B**



**GONZALEZ**  
3017 South Limestone Street  
Gonzales, TX 78629  
TEL: 512-251-2400  
WWW.SOUTHWESTENGINEERS.COM

## Exhibit C





SCALE	AS SHOWN
DRAWN BY:	MAM DATE 10/25
CHECKED BY:	MG DATE 10/25
FILE:	0200-000-00

**EXHIBIT C**

**CITY OF LA VERNIA**  
WILSON COUNTY, TEXAS

**Southwest Engineers**  
Engineering Texas Since 1978

**GONZALES**  
307 East Limestone Street  
Owensboro, KY 40301  
TEL: 502.731.9095  
www.southwesteng.com

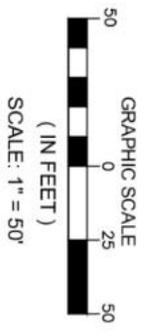
## Exhibit D



EX. WELL 6

CR 342

MEUTH PROPERTY



SCALE	AS SHOWN
DRAWN BY	MAM DATE: 10/25
CHECKED BY	MG DATE: 10/25
FILE	0290-000-00

EXHIBIT D

**CITY OF LA VERNIA**  
WILSON COUNTY, TEXAS



**CONSULTS**  
307 East Livingston Street  
P.O. Box 1214  
Lubbock, Texas 79402  
www.southwesteng.com

**Exhibit E**

**Memorandum of Agreement for recordation**

# MEMORANDUM OF DISCHARGE ACCESS & POND USE AGREEMENT

This Memorandum is entered into to provide notice of the Discharge Access & Pond Use Agreement dated \_\_\_\_\_, 2025, between the City of La Vernia, Texas and Shauna Meuth regarding the Property described in Exhibit A.

Owner granted City a perpetual 20-foot transmission line easement, a 20-foot temporary construction easement, and rights to discharge permitted treated water to Owner's pond pursuant to a TCEQ authorization.

A complete copy of the Agreement is maintained by the City Administrator's Office.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

## SIGNATURES

**IN WITNESS WHEREOF**, the parties hereto have executed this Conditional Service Agreement as of the date first written above.

### CITY OF LA VERNIA, TEXAS

By: \_\_\_\_\_

Mayor / City Administrator

Date: \_\_\_\_\_

**STATE OF TEXAS** §

**COUNTY OF WILSON** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, in the capacity of Mayor / City Administrator for the City of La Vernia, Texas, a municipal corporation, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**Shauna Mueth**

By: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

**STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_, in the capacity of \_\_\_\_\_ of Shauna Mueth,  
Landowner.

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_