

## GROUNDWATER LEASE

THIS GROUNDWATER LEASE (“Lease”) is made and entered into as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between **Shauna Meuth** (“Lessor”) and the **City of La Vernia**, a Texas general law municipality (“Lessee”). Lessor and Lessee may be referred to herein, individually as a “Party” and collectively as the “Parties.”

### 1. DEFINITIONS

The following terms shall have the meanings set forth below when used in this Lease:

“assignment” is defined in Section 8.1 of this Lease.

“Commercial Quantities” means the ability to produce Groundwater from the Wells developed by Lessee on the Leased Premises in quantities sufficient to meet Lessee’s municipal water supply needs, as determined by Lessee in its reasonable discretion.

“District” means the Evergreen Underground Water Conservation District, and any successor to such agency.

“Environmental Protection Laws” means any and all applicable local, state, and federal environmental laws and any amendments to such statutes; any regulations promulgated under such statutes; or any other environmental statutes or regulations, whether now in force or enacted after the Effective Date of this Lease, administered by the U.S. Environmental Protection Agency, the U.S. Department of Transportation, the U.S. Coast Guard, the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, the National Oceanic and Atmospheric Administration, the Department of Commerce, the Department of the Interior, the Council on Environmental Quality, the Texas Parks & Wildlife Department, the General Land Office, the Texas Water Commission, the Texas Air Control Board, the Railroad Commission of Texas, the Texas Department of Health, the Texas Commission on Environmental Quality, or any successor to any such governmental agency.

“Existing Water Facilities” is defined in Section 2.2 of this Lease.

“Existing Well Site” means the lands described on Exhibit B attached hereto and made a part hereof.

“Groundwater” means the underground, percolating, artesian, and other waters beneath the surface of the earth in any subsurface water-bearing reservoir.

“Leased Premises” is defined in Section 2.1 of this Lease.

“TCEQ” means the Texas Commission on Environmental Quality, and any successor to such agency.

“Well(s)” means water wells constructed for the purpose of producing Groundwater.

## **2. GRANTING CLAUSE, WELL SITE, WARRANTY OF TITLE, AND RESERVATIONS**

**2.1 Granting Clause.** Lessor, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessee, and the other covenants, agreements and obligations of Lessee herein contained, and upon the conditions and with the limitations hereinafter set forth and contained, hereby leases and lets unto the said Lessee that groundwater associated with 20 acres of land located in Wilson County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the “**Leased Premises**”) for the following purposes: (a) withdrawing, capturing, owning, and conveying right, title and interest in and to the Groundwater; (b) rights to submit application(s) for and complete the administrative process necessary for Lessee to obtain the necessary permit(s) to develop, produce, and withdrawal the Groundwater from beneath the Leased Premises.

**2.2 Existing Water Facilities and Existing Well Site.** As of the effective date of this Lease, the following facilities and equipment are presently located on the Existing Well Site (collectively the “**Existing Water Facilities**”): (i) one (1) active Well located on the Existing Well Site and (ii) various surface and subsurface facilities and equipment used in the production, treating and/or storage of Groundwater. While this Lease remains in effect, Lessee will be exclusively responsible for maintaining and operating the Existing Water Facilities, together with all additional water facilities that may be constructed or brought onto the Leased Premises. Lessee acknowledges that the Existing Well Site is adjacent to the Leased Premises. Lessee shall use the Existing Water Facilities to produce the Groundwater from beneath the Leased Premises. Lessee shall not be authorized to drill a non-exempt commercial Well.

**2.3 Special Warranty of Title; Quiet Enjoyment.** Lessor warrants and agrees to defend title to the Groundwater underlying the Leased Premises by, through and under Lessor, but not otherwise. Lessor covenants that Lessee shall peaceably and quietly hold and enjoy the Groundwater while this Lease remains in effect without hindrance from Lessor or any party claiming by, through or under Lessor.

**2.4 Reservations.** This Lease is granted subject to the following exceptions and reservations:

(a) **Concurrent Groundwater Rights.** Lessor reserves the right to produce Groundwater from Lessor’s existing Well located on the Leased Premises for exempt domestic and livestock purposes as defined by the rules of the District (“District Rules”) or Chapter 36 of the Texas Water Code (“Chapter 36”). Lessor may replace the existing exempt domestic and livestock Well located on the Leased Premises without first obtaining Lessee’s written consent, provided that the replacement well is constructed and operated in compliance with all applicable District Rules and Chapter 36 requirements for exempt domestic and livestock wells. In the case a new exempt well is permitted to be drilled by the Lessor the drilling documents are to be provided to the City following the completion of the well.

(b) **Surface Uses.** Without destroying the intended purpose of this Lease, Lessor retains the right for the full and complete enjoyment and use of the Leased Premises for

any and all purposes, except for the uses specifically granted to Lessee pertaining to the Groundwater.

### 3. TERM

Subject to the other provisions contained herein, this Lease shall continue in full force and effect so long as Groundwater is being produced in Commercial Quantities. Notwithstanding the foregoing in this Section 3.3, this Lease shall continue in full force and effect when production in Commercial Quantities is not possible due to (i) drought conditions, (ii) a lawful order limiting or curtailing production issued by a court of competent jurisdiction or governmental entity with jurisdiction over the production of groundwater, (iii) Lessee is in the process of obtaining or renewing necessary governmental approval or authority, including without limitation any license or permit, authorizing Groundwater production, or (iv) Lessee is in the process of repairing, redrilling or deepening a well for the purpose of continuing groundwater production. Lessee must exercise reasonably due diligence when repairing, redrilling or deepening a well.

### 4. CONSIDERATION

**Consideration.** Subject to the terms set forth herein, Lessee shall provide Lessor with up to 12,000 gallons of domestic potable water services per month (the "Allowance") through Lessee's meter. Lessor shall pay Lessee's then-current adopted retail rate for any domestic potable water used by Lessor over and above the Allowance, with such charges due and payable in accordance with Lessee's standard billing practices for retail water customers. All domestic potable water services provided by Lessee shall be subject to Lessee's drought stages, conservation ordinances, and emergency directives. Notwithstanding the foregoing of this Section 4.1, Lessee's obligation to provide the Allowance shall be contingent upon Lessor's successful decertification of the Leased Premises from its current certificate of convenience and necessity ("CCN"). In the event that Lessor does not successfully decertify the Leased Premises from its current CCN within twenty-four (24) months of the Effective Date despite diligent efforts, or if Lessor fails to diligently pursue decertification, then at Lessee's sole option: (i) Lessee may terminate this Lease upon thirty (30) days' written notice to Lessor, or (ii) all terms and conditions of this Lease, except for Lessee's obligation to provide the Allowance, shall remain in full force and effect, and Lessee shall continue to enjoy all rights and privileges as granted herein.

### 5. TERMINATION

**5.1 Release upon Termination.** Upon termination of this Lease for any reason, Lessee shall execute, record and deliver to Lessor a release of this Lease.

**5.2 Voluntary Release.** Lessee may at any time or from time to time execute, place of record, and deliver to Lessor a release or releases of this Lease as to all or any part of the Leased Premises and thereby be relieved from all obligations as to the released acreage except as to obligations and liability then accrued.

### 6. TAXES, FEES AND OTHER ASSESSMENTS

Lessee shall pay when due any user fees, well registration fees, or other like fees when due to applicable governmental authority having jurisdiction, including any District fees and assessments for its interest in the Groundwater. Lessor will remain responsible for payment of ad valorem and similar taxes assessed against Lessor's interest in the Leased Premises. Lessee shall have the right, but not the obligation, to initiate and prosecute any administrative proceedings relating to the Groundwater rights leased herein, including, but not limited to, (i) contesting any fees assessed to or levied upon the Leased Premises pursuant to Groundwater withdrawal rights, or (ii) protesting, defending or preserving the rights to withdraw Groundwater.

## **7. COMPLIANCE WITH LAWS**

All authorized activities conducted pursuant to this Lease will be at the sole risk and cost of Lessee. Lessee shall conduct its operations on the Leased Premises in compliance with all applicable laws (including Environmental Protection Laws), permitting requirements, rules, and regulations of local, state and federal agencies, regulatory commissions, and other governmental or regulatory authorities having jurisdiction over Lessee's operations, including without limitation those of the TCEQ and the District.

## **8. ASSIGNMENT**

**8.1 Assignment.** The rights hereby granted to Lessee under this Lease shall be assignable by Lessee to any third party without requiring the prior written consent of Lessor. Any assignee of Lessee shall, by acceptance of such assignment, be bound by all terms and provisions hereof. The term "assignment", as used herein, shall include, without limitation, any sublease, operating agreement, assignment, or any other agreement by which any share of the operating rights granted by this Lease are assigned or conveyed, or agreed to be assigned or conveyed, to any other party.

**8.2 "Lessee" Includes Successors.** It is expressly agreed that all references to "Lessee" in this Lease shall mean, include, and apply to the named Lessee and all parties claiming any interest or interests in this Lease by, through or under said original Lessee.

## **9. GROUNDWATER CONSERVATION DISTRICT**

**9.1 Evergreen Underground Water Conservation District.** The Parties acknowledge that the Leased Premises is located within the jurisdictional boundaries of, and subject to the regulatory jurisdiction of, the Evergreen Underground Water Conservation District (the "District").

**9.2 District Regulation.** The City will operate the pump in accordance with state law and district rules and will always make a reasonable effort to stay within the guidelines.

**9.3 Permits.** Prior to drilling any non-exempt Well(s) or producing any groundwater for a non-exempt purpose, pursuant to this Agreement, Lessee agrees to obtain any and all permits and authorizations required by the District, and to pay all fees, payments and expenses associated with such permits and authorizations. Lessor agrees to cooperate with Lessee in its applications for, and hearings relating to, any governmental approval or authority necessary to acquire any and all permits and authorizations required to produce the Groundwater from the Leased Premises. In the event that any necessary governmental approval or authority, including without limitation any license or permit, cannot be procured by Lessee after reasonable efforts, Lessee in its sole and absolute discretion, may terminate this Lease.

## **10. MISCELLANEOUS**

**10.1 Choice of Law and Venue.** This Lease shall be governed by and construed under the Laws of the State of Texas. The rights and obligations of the parties hereunder shall be performable in the county in which the Leased Premises are located, and any suit brought as a result of or arising out of this Lease must be filed in the state district courts of such county, the parties hereto having irrevocably chosen such county as the exclusive venue for all suits.

**10.2 Notices.** Any notice to be given hereunder by either Party to the other Party shall be in writing and may be affected by personal delivery, by facsimile, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when received by facsimile or e-mail, if available, or by personal delivery, or three days after deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to Lessor shall be addressed:

Shauna Mueth  
2034 County Road 342,  
La Vernia, Texas 78121

Any such notice mailed to Lessee shall be addressed:

City of La Vernia  
P.O. Box 225  
102 E. Chihuahau St.  
La Vernia, Texas 78121

Either Party may change the address or facsimile number for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**10.3 Attorneys' Fees.** Should either party be required to resort to legal action to enforce any of its rights under this Lease, the prevailing party in any such dispute shall be entitled to reimbursement from the other party for reasonable attorneys' fees, court costs, and other legal expenses actually incurred in enforcing such rights.

**10.4 Binding on Successors and Assigns.** All the terms, provisions, agreements and obligations of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors, sublessees and permitted assigns.

**10.5 Multiple Counterparts.** This Lease may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the parties hereto had executed each counterpart. The parties specifically agree that the execution and acknowledgment pages from the several counterparts may be aggregated into one counterpart for recordation and other purposes.

**10.6 Memorandum of Lease.** Lessor and Lessee will execute a Memorandum of Lease in the form set forth on Exhibit C attached hereto for recording in the records of the county in which the Leased Premises are situated, to give record notice of this Lease.

**10.7 Notice of Default.** Except as otherwise provided herein, in the event of Default by either Party, 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 sixty (60) calendar days after receipt of the Notice, and thereafter to diligently pursue such cure until complete, then the non-defaulting Party may terminate this Lease, or pursue all legal or equitable remedies against the defaulting Party. Notwithstanding the foregoing of this Section 12.8, if the nature of the default is such that it cannot reasonably be cured within sixty (60) 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.

**10.8 Headings.** The headings of sections and paragraphs in this Lease are for convenience only and shall not be considered a part of this Lease or considered in interpretation or construction of any provision of this Lease.

**10.9** . In the event any one or more covenants, clauses or provisions of this Lease shall be held invalid or illegal, such invalidity or unenforceability shall not affect any other provisions of this Lease.

**10.10 Entire Agreement.** This writing, together with the exhibits hereto, represents the entire understanding and agreement between Lessor and Lessee regarding the subject matter hereof and all prior communications between such parties regarding such subject matter are superseded by this Lease. This Lease may only be amended by a subsequent writing executed by both Lessor and Lessee.

[Signatures on following page]

**LESSOR:**

\_\_\_\_\_  
Shauna Meuth

**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: \_\_\_\_\_

**LESSEE:**

**City of La Vernia**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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**

**Description of Leased Premises**

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.

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

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 B**  
**Existing Well Site**





**EXHIBIT C**

**Form Memorandum of Groundwater Lease**

**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.**

**MEMORANDUM OF GROUNDWATER LEASE**

This Memorandum of Groundwater Lease (the "Memorandum") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between Shauna Meuth ("Lessor"), whose address is 2034 County Road 342, and the **City of La Vernia**, a general law municipality ("Lessee"), whose address is 102 E. Chihuahua St., La Vernia, Texas 78121.

**RECITALS**

WHEREAS, Lessor and Lessee entered into that certain Groundwater Lease, dated \_\_\_\_\_, 2025 (the "Lease") regarding that certain 20 acres of land located in Wilson County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes ("Property"); and

WHEREAS, the Parties agreed to give notice to the public of the Lease by filing this memorandum of record in lieu of recording the full Lease; and

WHEREAS, both Lessor and Lessee are in possession of a fully executed copy of the full Lease; and

NOW, THEREFORE, in consideration of the mutual benefits to accrue to the Parties, Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties Agree as follows:

**AGREEMENT**

1. This Memorandum shall be filed of record in the Official Public Records of Wilson County, Texas;
2. The provisions of the Lease are covenants running with the land;
3. Copies of the Lease may be obtained from the Parties.
4. This Memorandum does not alter, amend, or modify the terms of the Lease, but is executed solely for the purpose of giving notice of the existence of the Lease and the general nature of the terms and conditions therein, which Lease is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

Executed to be effective as of the Effective Date.

**LESSOR:**

\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

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

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

Notary No. \_\_\_\_\_

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

[SEAL]

**LESSEE:**

**City of La Vernia**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, acting in the capacity of \_\_\_\_\_ of the City of La Vernia, on behalf of the City.

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

Notary No. \_\_\_\_\_

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

[SEAL]

