

**ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
September 8, 2025
9 a.m.**

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

AGENDA

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
District Attorney:
 - New Employee: Maria Veronica Magana
 - Position: Admin. Asst.
 - Pay Rate: \$38,000.00 annually
 - Salary Budget Area: 047-400-403
 - Start Date: September 10, 2025
 - Physical: pending
 - Drug Test: pending
5. Judge Prasifka: Discuss and/or take appropriate action concerning personnel:
JP 4:
 - Existing Employee: Mercedes Arredondo-Garcia
 - Position: JP 4 Clerk
 - Pay Rate: \$20.87 hourly
 - Salary Budget Area: 012-432-404
 - Start Date: September 9, 2025
 - Physical: n/a
 - Drug Test: n/a

6. Mark Gillespie: Discuss and/or take appropriate action: The following changes are being made to the Public Defender's Office (PDO) Board:
Stephanie Brown:
Deborah Herber:
- A: Discuss and/or take appropriate action regarding Commissioner Mark Gillespie stepping down as a Board Member and as Chairperson, and naming Judge Deborah Herber as the new Chairperson of the PDO Board.
- B. Discuss and/or take appropriate action regarding Commissioner Mark Gillespie nominating Jessica Sexton as his replacement as the Atascosa County Representative on the PDO Board.
- C. Discuss and/or take appropriate action on the removal of Raul Carrizales as the PDO Board Vice Chairperson, and name Judge Stella Saxton as the new Vice Chairperson.
7. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Certificate of Exception for Resource Diversification Group, Series LLC and Development: Sillivent Ranch, Series LLC on FM 791 in Precinct 4.
8. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Certificate of Exception for the Wheeler Family on E FM 140 in Precinct 4. Development:
9. Justin Vasquez: Discuss and/or take appropriate action concerning an addendum from I.T. Local Government Solutions (LGS) for the transition from on-premise software to hosted services which will reduce the combined annual maintenance cost by \$4,776.00 for the County and District Clerk offices, pending County Attorney review and authorizing County Judge to sign.
10. Comm. Gillespie: Discuss and/or take appropriate action concerning personnel
- | | |
|---------------------|---|
| Existing Employee | Carl Harlos |
| Position: | Road Crew, CDL lateral move from PCT 3 to PCT 1 |
| Pay Rate: | \$23.27 hourly |
| Salary Budget Area: | 021-400-402 |
| Start Date: | September 8, 2025 |
| Physical: | n/a |
| Drug Test: | n/a |
11. Molly Solis: Discuss and/or take appropriate action concerning personnel
County Attorney:
- | | |
|---------------------|--|
| Existing Employee | Monica Guillen |
| Position: | Victim Assistance Coordinator - completion of 6-month County Attorney's Office Probationary Period |
| Pay Rate: | Increase to \$70,000.00 (with SB 22 funding \$10,600.00) |
| Salary Budget Area: | 012-404-405 |
| Start Date: | September 8, 2025 |
| Physical: | N/A |
| Drug Test: | N/A |

New Employee: Jonathan Fischer
Position: Assistant County Attorney
Pay Rate: \$90,400.00 salary plus SB22 \$29,600.00 total of \$120,000.00
Salary Budget Area: [012-404-442](#)
Start Date: September 9, 2025
Physical: pending
Drug Test: pending

12. Molly Solis: County Attorney: Discuss and/or take appropriate action for approval of participation in the new national opioid settlement with Purdue through the Texas Attorney General's office and authorize the County Judge to complete and execute the Participation and Release Form and other documents related to this settlement participation agreement.
13. Molly Solis: County Attorney: Discuss and/or take appropriate action for approval of participation in the Secondary Manufacturers National Opioid Settlement CL 1773468 through the Texas Attorney General's office and authorize the County Judge to complete and execute the Participation and Release Form and other documents related to this settlement participation agreement.
14. Judge Cude: Discuss and/or take appropriate action to approve the Prickly Pear Market to hold monthly events on October 18, 2025, November 15, 2025, and December 20, 2025, in the courthouse parking lot.
15. Judge Cude: Curtis Vickers: Discuss and/or take appropriate action on the County Infrastructure projects monthly report.
16. Judge Cude: Tracy Barrera: Discuss and/or take appropriate action to approve the reassignment of the Pre-Detention Facility and its operations to the Atascosa County Juvenile Board, effective upon the acceptance by the Atascosa County Juvenile Board.
17. Judge Cude: Update and/or take appropriate action concerning Judges, Commissioners, and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to education needing to be filed in the court records.

Constable Medina completed Advanced Patrol Tactics in Galveston, TX on August 14, 2025.

Constable Medina completed the Legislative Update Civil Process in Corpus Christi, TX on August 18, 2025.

18. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 and 551.074 to discuss personnel and other matters with the County

Attorney's office.

19.

OPEN SESSION

20. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
21. Judge Cude: Discuss, review and take action to accept and/or approve any
Tracy Barrera: invoices and payroll.
22. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:
23. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, September 22, 2025.
24. Judge Cude: Open Budget Workshop (No action can be taken)
25. Judge Cude: Close Budget Workshop.
26. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Wednesday, September 3, 2025.



Jessica Kidd, Court Coordinator



PERSONNEL ACTION FORM

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PERSONNEL ACTION FORM

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AGENDA REQUEST (GENERAL)

Agenda Item 6.

Meeting Date: 09/08/2025
Item Title: Public Defender Board Changes
Submitted For: Mark Gillespie, Commissioner, Pct. 1

Discuss and/or take appropriate action concerning:

Mark Gillespie: Discuss and/or take appropriate action: The following changes are being made
Stephanie Brown: to the Public Defender's Office (PDO) Board:

Deborah Herber:

A: Discuss and/or take appropriate action regarding Commissioner Mark Gillespie stepping down as a Board Member and as Chairperson, and naming Judge Deborah Herber as the new Chairperson of the PDO Board.

B. Discuss and/or take appropriate action regarding Commissioner Mark Gillespie nominating Jessica Sexton as his replacement as the Atascosa County Representative on the PDO Board.

C. Discuss and/or take appropriate action on the removal of Raul Carrizales as the PDO Board Vice Chairperson, and name Judge Stella Saxton as the new Vice Chairperson.

AGENDA REQUEST (GENERAL)

Agenda Item 7.

Meeting Date: 09/08/2025
Item Title: Exception - Ruple/Sillivent FM 791
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Development: Certificate of Exception for Resource Diversification Group, Series LLC and
Sillivent Ranch, Series LLC on FM 791 in Precinct 4.

ATTACHMENTS

Exception Packet
FM 791 Certificate of Exception



Registration for Division of Land in Atascosa County

We, Resource Diversification Group, Series LLC and Sillivent Ranch, Series LLC, are the owners of the surface estate of the lands described in the EXHIBIT "A" attached hereto and incorporated herein by reference for all purposes (legal description). We have had the contemplated division of land depicted in the map attached hereto reviewed by the Atascosa County Rural Development Office and such office has determined that such division of land would be excepted from the platting requirements of Atascosa County, Texas. We acknowledge that the lands, regardless of the contemplated division, remain subject to all on-site wastewater permit requirements and other permit requirements of Atascosa County that may be applicable and any higher-density division of the land will need to be submitted to the Atascosa County Attorney's office for review. We acknowledge that we may apply for a Certificate of Plat Exception through the Atascosa County Commissioners Court to ratify the Rural Development Office's conclusion that the proposed division of land would be excepted from platting requirements.

Exception Type (see attachment for definitions of each type):

- | | | |
|---|--|--|
| <input type="checkbox"/> Agricultural Use | <input type="checkbox"/> Family | <input checked="" type="checkbox"/> 10+ Acres |
| <input type="checkbox"/> Veterans Land Board | <input type="checkbox"/> State Agency | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner | |



Date: August 26th, 2025

Signature:

Printed Name:

H. Garrett Ruple, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Comal

BEFORE ME, the undersigned Notary Public, on this day personally appeared Houston Garrett Ruple, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th of August, 2025.

Karie Leigh Skalak

Notary Public, in and for
State of Texas





Date: August 28, 2025

Signature:

R. Shane Sillivent, Manager

Printed Name:

R. Shane Sillivent, Manager of Sillivent Ranch, Series LLC

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared R. Shane Sillivent, Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this August 28, 2025.

Heather Foster
Notary Public, in and for
State of Texas

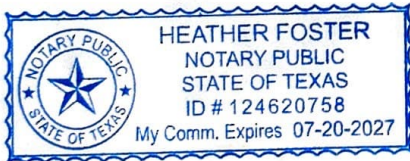


EXHIBIT "A"

FIELD NOTES TO DESCRIBE

A survey of 899.421 acres of land situated about 18 miles S 48° E of Jourdanton, in Atascosa County, Texas, and having acreage in the following original surveys:

<u>SURVEY NO.</u>	<u>ABSTRACT NO.</u>	<u>ORIGINAL GRANTEE</u>	<u>ACRES</u>
1	121	B.S. & F.	286.206
2	1195	J. Campbell	452.099
2-1/4	1617	J. Campbell	69.000
537-1/2	425	I. & G.N. RR. Co.	<u>92.116</u>

Total: 899.421

said 899.421 acres of land being a portion of that certain 600 acres of land described as Tract I and a portion of that certain 773 acres of land described as Tract II in a Deed to Wye Ranch, Ltd. from Gerald Burke Schulz, dated December 4, 2000, as recorded in Volume 158 on Page 757 of the Official Public Records of Atascosa County, Texas, a portion of that certain 60 acres of land described as Tract IV in a Deed to Wye Ranch, Ltd. from Gerald Paul Schulz, dated January 3, 2001, as recorded in Volume 161 on Page 235 of the aforementioned Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 4" diameter pipe corner post at the point-of-intersection of the Northwest R.O.W. line of F.M. Highway 791 and the recognized Southwest line of said Survey No. 537-1/2 (the recognized Northeast line of Survey No. 171, Abstract No. 268, T. Flynn, original Grantee) on the Southwest line of said 600 acres of land, for a Southeast corner of that certain property described in a Deed to 74 Ranch, Ltd. from George A. Robinson IV, dated April 30, 2003, as recorded in Volume 277 on Page 839 of the said Official Public Records, and the lower Southwest corner of this survey;

THENCE: Generally along fence, the recognized Southwest line of said Survey No. 537-1/2, the recognized lower Southwest line of said Survey No. 2-1/4, the recognized Northeast line of said Survey No. 171, the lower Southwest line of said 600 acres of land, and a Northeast line of said 74 Ranch, Ltd. N 40-29-13 W 2381.25 feet to a 4" diameter pipe corner post for a recognized interior corner of said Survey No. 2-1/4, the recognized Northeast corner of said Survey No. 171, an interior corner of said 600 acres of land, a Northeast corner of said 74 Ranch, Ltd., and an interior corner of this survey;

THENCE: Generally along fence, the recognized lower Southeast line of said Survey No. 2-1/4, the recognized Northwest line of said Survey No. 171, the lower Southwest line of said 600 acres of land, and a Northwest line of said 74 Ranch, Ltd., S 49-44-08 W 286.47 feet to a 2" diameter iron pipe found by a 2" diameter pipe corner post for the recognized upper Southwest corner of said Survey No. 2-1/4, the recognized Southeast corner of Survey No. 1322, Abstract No. 765, B. Sanchez, original Grantee, the upper Southwest corner of said 600 acres of land, a Northeast corner of said 74 Ranch, Ltd., the Southeast corner of the Harrison Interest, Ltd. property, and the upper Southwest corner of this survey;

THENCE: Generally along fence, the recognized upper Southwest line of said Survey No. 2-1/4, the recognized Northeast line of said Survey No. 1322, the upper Southwest line of said 600 acres of land, a Northeast line of said Harrison Interest, Ltd. property, N 35-45-21 W 1799.57 feet to a 2" diameter pipe corner post for the recognized Northwest corner of said Survey No. 2-1/4, the recognized Southwest corner of Survey No. 2-1/2, Abstract No. 1631, A. Peeler, original Grantee, the Northwest corner of said 600 acres of land, the Southwest corner of that certain 280.65 acres of land described in a Deed to Frank Blair Warren, et ux from Frida Struve Milone, dated January 29, 1996, as recorded in Volume 52 on Page 849 of the said Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence, in part along the recognized Northwest line of said Survey No. 2-1/4, the Northwest line of said 600 acres of land, and the Southeast line of said 280.65 acres of land, N 49-44-34 E 5024.18 feet to a 2" diameter pipe corner post on a Southwest line of said Harrison Interest, Ltd. property, for the lower Northeast corner of said 600 acres of land, the Southeast corner of said 280.65 acres of land, and the lower Northeast corner of this survey;

THENCE: Generally along fence, the upper Northeast line of said 600 acres of land, and the Southwest line of said Harrison Interest, Ltd. property, S 41-49-47 E 140.16 feet to a 2" diameter pipe corner post for an interior corner of said 600 acres of land, a Southwest corner of said Harrison Interest, Ltd. property, and an interior corner of this survey;

THENCE: Generally along fence, the Northwest line of said 600 acres of land, the Northwest line of said 60 acres of land, and a Southeast line of said Harrison Interest, Ltd. property, N 49-46-35 E at 849.16 feet pass a 2" diameter pipe corner post, leaving fence and continuing a total distance of 1351.89 feet to a 5/8" iron pin set in a curve to the left on the Southeast R.O.W. line of F.M. Highway 140 for an angle point of this survey;

THENCE: Generally along fence, the Southeast R.O.W. line of said F.M. Highway 140, the Northwest line of the remaining portion of said 60 acres of land, and along the arc


of said curve to the left having a radius of 2924.93 feet, a central angle of $13^{\circ}38'37''$, a tangent of 349.90 feet, and a chord which bears N $56-27-39^{\circ}$ E 694.86 feet, a distance of 696.50 feet to a $5/8''$ iron pin set at the end of said curve for an angle point, and N $49-38-38^{\circ}$ E 3093.27 feet to a railroad tie corner post for the Northeast corner of the remaining portion of said 60 acres of land, the Northwest corner of that certain 38.96 acres of land described as Tract II in a Deed to Harold Nilsen Moursund from Gloria Sweeney, Independent Executor, dated October 16, 1990, as recorded in Volume 829 on Page 897 of the Deed Records of Atascosa County, Texas, and the Northeast corner of this survey;

THENCE: Generally along fence, the Northeast line of said 60 acre of land, the Northeast line of said 773 acres of land, and the Southwest line of said 38.96 acres of land, S $26-28-22^{\circ}$ E 3870.68 feet to a 4" diameter pipe post for an angle point, and S $40-32-52^{\circ}$ E 156.96 feet to a 10" diameter cedar corner post on the Northwest R.O.W. line of said F.M. Highway 791 for the Southwest corner of said 38.96 acres of land, and the Southeast corner of this survey;

THENCE: Generally along fence and the Northwest R.O.W. line of said F.M. Highway 791, S $47-01-30^{\circ}$ W 211.86 feet to a 4"x4" concrete R.O.W. marker found at the point-of-curvature of a curve to the right for an angle point, along the arc of said curve to the right having a radius of 11,399.13 feet, a central angle of $02^{\circ}29'58''$, a tangent of 248.69 feet, and a chord which bears S $48-19-59^{\circ}$ W 497.25 feet, a distance of 497.29 feet to a 4"x4" concrete R.O.W. marker found at the point-of-tangency of said curve for an angle point, and S $49-36-23^{\circ}$ W at 1318.20 feet pass a found 4"x4" concrete R.O.W. marker, at 3908.08 feet pass a 4"x4" concrete R.O.W. marker, continuing a total distance of 8378.33 feet to the POINT OF BEGINNING.

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

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 29th day of January, 2025.


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



FIELD NOTES TO DESCRIBE

A survey of 422.633 acres of land situated about 18 miles S 48° E of Jourdanton, in Atascosa County, Texas, being 68.569 acres out of Survey No. 1, Abstract No. 121, B.S. & F., original Grantee, being 354.064 acres out of Survey No. 537-1/2, Abstract No. 425, I. & G.N. RR. Co., original Grantee, being a portion of that certain 773 acres of land described as Tract II in a Deed to Wye Ranch, Ltd. from Gerald Burke Schulz, dated December 4, 2000, as recorded in Volume 158 on Page 757 of the Official Public Records of Atascosa County, Texas, being a portion of that certain 140 acres of land described as Tract I, a portion of that certain 144 acres of land described as Tract II, and a portion of that certain 50 acres of land described as Tract III in a Deed to Wye Ranch, Ltd. from Gerald Paul Schulz, dated January 3, 2001, as recorded in Volume 161 on Page 235 of the aforementioned Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set at the point-of-intersection of the Southeast R.O.W. line of F.M. Highway 791 and the recognized Southwest line of said Survey No. 537-1/2 (the recognized Northeast line of Survey No. 171, Abstract No. 268, T. Flynn, original Grantee), on the Southwest line of said 140 acres of land, a Northeast corner of that certain property described in a Deed to 74 Ranch, Ltd. from George A. Robinson IV, dated April 30, 2003, as recorded in Volume 277 on Page 839 of the said Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence and the Southeast R.O.W. line of said F.M. Highway 791, N 49-36-23 E at 98.68 feet pass an 8" diameter creosote corner post, at 2059.03 feet pass a found 4"x4" concrete R.O.W. marker, at 4468.65 feet pass a found 4"x4" concrete R.O.W. marker, continuing a total distance of 8377.35 feet to a 4"x4" concrete marker found at the point-of-curvature of a curve to the left for an angle point, along the arc of said curve to the left having a radius of 11,519.19 feet, a central angle of 02°29'58", a tangent of 251.30 feet, and a chord which bears N 48-20-03 E 502.49 feet, a distance of 502.53 feet to a 4"x4" concrete R.O.W. marker found at the point-of-tangency of said curve for an angle point, and N 47-29-32 E 181.19 feet to a 10" diameter cedar corner post for the Northwest corner of and fenced land for the Northwest corner of that certain 15.69 acres of land described as Tract III in a Deed to Harold Nilsen Moursund from Gloria Sweeney, Independent Executor, dated October 16, 1990, as recorded in Volume 829 on Page 897 of the Deed Records of Atascosa County, Texas, and the Northeast corner of this survey;

THENCE: Generally along fence, the Northeast line of said 773 acres of land, the Southwest line of said fenced lane, and the Southwest line of said 15.69 acres of land, S 41-32-34 E 352.44 feet to a 6" diameter cedar corner post for an angle point and

S 15-10-51 W 50.38 feet to a 12" diameter creosote corner post for the Northeast corner of that certain 30.50 acres of land described in a Deed to Jean Anne Stokes from Anna Mary Eustace, et vir, dated June 1, 1986, as recorded in Volume 760 on Page 286 of the aforementioned Deed Records, and the upper Southeast corner of this survey;

THENCE: Generally along fence, the upper Southeast line of said 773 acres of land, and the Northwest line of said 30.50 acres of land, S 56-17-18 W 1193.87 feet to a 10" diameter creosote corner post for an interior corner of said 773 acres of land, the Northwest corner of said 30.50 acres of land, and an interior corner of this survey;

THENCE: Generally along fence, a lower Southeast line of said 773 acres of land, and the Southwest line of said 30.50 acres of land, S 37-17-27 E at 1006.19 feet pass a steel "T" post, leaving fence and continuing a total distance of 1224.50 feet to a point on the West boundary line of the Atascosa River, for the middle Southeast corner of this survey;

THENCE: Along the West boundary line of said Atascosa River, the following courses:

S 68-06-08 W 81.22 feet to an angle point;

S 41-40-10 W 135.74 feet to an angle point;

S 11-00-25 W 95.50 feet to an angle point;

S 01-22-20 W 126.27 feet to an angle point;

S 16-37-51 W 185.95 feet to an angle point;

S 01-14-15 W 167.63 feet to an angle point;

S 11-38-57 E 71.31 feet to an angle point; and

S 24-52-48 E 123.03 feet to a point for the recognized lower Southeast corner of said Survey No. 1, the recognized Northeast corner of Survey No. 3, Abstract No. 12, Marcelineo Segura, original Grantee, a Northeast corner of said 74 Ranch, Ltd. property, and the lower Southeast corner of this survey;

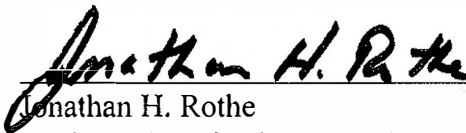
THENCE: Along the recognized Southeast line of said Survey No. 1, the recognized Southeast line of said Survey No. 537-1/2, the recognized Northwest line of said Survey No. 3, the Southeast line of said 773 acres of land, the Southeast line of said 50 acres of land, the Southeast line of said 144 acres of land, the Southeast

line of said 140 acres of land, and a Northwest line of said 74 Ranch, Ltd. property, S 43-19-17 W at 749.28 feet pass a 6" diameter creosote post, continuing generally along fence a total distance of 2898.84 feet to a 6" diameter creosote post for an angle point, S 43-24-56 W 1820.10 feet to a 6" diameter creosote post for an angle point, and S 43-32-13 W 2383.38 feet to a 4" diameter pipe corner post for the recognized Southwest corner of said Survey No. 537-1/2, the recognized Southeast corner of Survey No. 170, Abstract No. 267, T. Flynn, original Grantee, the Southwest corner of said 140 acres of land, an interior corner of said 74 Ranch, Ltd. property, and the Southwest corner of this survey;

THENCE: Generally along fence, the recognized Southwest line of said Survey No. 537-1/2, the recognized Northeast line of said Survey No. 170, the recognized Northeast line of said Survey No. 171, the Southwest line of said 140 acres of land, and a Northeast line of said 74 Ranch, Ltd. property, N 40-34-16 W at 2713.86 feet pass an 8" diameter creosote corner post, leaving fence an continuing a total distance of 2766.76 feet to the POINT OF BEGINNING.

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

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 29th day of January, 2025.


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



Contemplated Division of Land



11 pgs
WDVL

251402

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.

WD/VL WYE RANCH, LTD. to RESOURCE DIVERSIFICATION GROUP, SERIES LLC, et al.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

KNOW ALL MEN BY THESE PRESENTS:

That WYE RANCH, LTD., a Texas corporation, *also known as* WYE RANCH, LTD, of Bexar County, Texas (herein referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by and on behalf of the Grantees herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of that one certain Promissory Vendor's Lien Note, dated April 15, 2025, payable to the order of DONNELL MINERALS, L.P., a Texas limited partnership, which Note bears interest and is due and payable as therein set out, the payment of which is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust dated April 15, 2025, to James R. Andrus, as Trustee f/b/o DONNELL MINERALS, L.P.; has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto RESOURCE DIVERSIFICATION GROUP, SERIES LLC, a Texas series limited liability company, whose mailing address is 8610 Broadway, Suite 280, San Antonio, Bexar County, Texas, 78217-6353, and unto SILLIVENT RANCH, SERIES LLC, a Texas series limited liability company, whose mailing address is P.O. Box 400, Jourdanon, Atascosa County, Texas 78026 (herein collectively referred to as "Grantees"), in equal undivided shares, all of the following described real property together with all improvements and fixtures thereon ("Property"), located in Atascosa County, Texas, to-wit:

1,322.054 acres of land, more or less, situated about 18 miles southeast of Jourdanon in Atascosa County, Texas, as depicted in the survey plat in the **EXHIBIT "A"** attached hereto and incorporated herein by reference for all purposes, said 1,322.054 acres of land consisting of the following two tracts:

Tract One:

899.421 acres of land, more or less, in Atascosa County, Texas, consisting of the following acreage in the following original surveys and abstracts: 286.206 acres in the B.S. & F. Survey No. 1, Abstract No. 121; 452.099 acres in the J. Campbell Survey No. 2, Abstract No. 1195; 69.000 acres in the J. Campbell Survey No. 21/4, Abstract No. 1617; and 92.116 acres in the I. & G.N. RR. Co. Survey No. 537-1/2, Abstract No. 425, said 899.421 acres of land being a portion of that certain 600 acres of land described as Tract I and a portion of that certain 773 acres of land described as Tract II in a Deed to Wye Ranch, Ltd. from Gerald Burke Schulz, dated December 4, 2000, as recorded in Volume 158 on Page 757 of the Official Public Records of Atascosa County, Texas; and a portion of that certain 60 acres of land described as Tract IV in a Deed to Wye Ranch, Ltd. from Gerald Paul Schulz, dated January 3, 2001, as recorded in Volume 161 on Page 235 of the aforementioned Official Public Records; said 899.421 acres of land, more or less, being more particularly described by metes and bounds field notes in the **EXHIBIT "B"** attached hereto and incorporated herein by reference for all purposes; and

Tract Two:

422.633 acres of land, more or less, in Atascosa County, Texas, consisting of the following acreage in the following original surveys and abstracts: 68.569 acres in the Survey No. 1, Abstract No. 121, B.S. & F., original Grantee; and 354.064 acres in the Survey No. 537-1/2, Abstract No. 425, I. & G.N. RR. Co., original Grantee; and being a portion of that certain 773 acres of land described as Tract II in a Deed to Wye Ranch, Ltd. from Gerald Burke Schulz, dated December 4, 2000, as recorded in Volume 158 on Page 757 of the Official Public Records of Atascosa County, Texas; and being a portion

of that certain 140 acres of land described as Tract I, a portion of that certain 144 acres of land described as Tract II, and a portion of that certain 50 acres of land described as Tract III in a Deed to Wye Ranch, Ltd. from Gerald Paul Schulz, dated January 3, 2001, as recorded in Volume 161 on Page 235 of the aforementioned Official Public Records; said 422.633 acres of land, more or less, being more particularly described by metes and bounds field notes in the **EXHIBIT "C"** attached hereto and incorporated herein by reference for all purposes;

SAVE AND EXCEPT, HOWEVER, and there is hereby **RESERVED** unto Grantor, and its successors and assigns forever, all rights, title, and interests owned by Grantor in and to the oil, gas, and other minerals produced therewith lying in, on, and under the Property, together with all necessary and convenient access and easements for the purposes of exploring, drilling, producing, saving, transporting, storing, treating, and owning said oil, gas, and other minerals produced therewith, except that Grantor hereby **WAIVES, CONVEYS, and ASSIGNS** to Grantees in equal undivided shares any and all rights and claims to surface-related benefits or surface damage payments under all existing and future oil and gas leases and surface use agreements covering the Property. As used above, the phrase "oil, gas, and other minerals produced therewith" is defined to include oil, natural gas, sulphur, and any other hydrocarbon substances produced with oil and natural gas, but expressly excludes water, saltwater, salt, brine, hot brine, substances dissolved in water/saltwater/brine, lithium, selenium, boron, geothermal energy and associated resources, building stone, limestone, other stone, caliche, surface shale, sand, gravel, coal, lignite, iron, top soil, subsoil, and uranium (all of said substances excluded from the reservation of oil, gas, and other minerals produced therewith being collectively referred to herein as "Surface Substances"). For the same consideration recited above, Grantor does hereby **GRANT, SELL, and CONVEY** all of Grantor's rights, title, and interest in and to the Surface Substances in and under Tract One and Tract Two to Grantees in equal undivided shares.

This conveyance and the hereinafter warranty are made expressly subject to the following items, to the extent, and only to the extent, said items remain effective and affect the Property, no ratification or revival of expired, terminated, or non-applicable items being intended:

- a) Any restrictions, covenants, rules, and/or regulations concerning the subdivision of land adopted by the City, County, and/or Municipality in which the subject property is located.
- b) All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from J. Gerald Schulz et ux, Mary Jane Schultz to the State of Texas dated October 03, 1968, recorded in Volume 338, Page 366 of the Deed Records, Atascosa County, Texas.
- c) All terms, conditions, and provisions of that certain Right of Way/Easement from J. Gerald Schulz et ux, Mary Jane Schulz to the State of Texas in instrument dated October 03, 1968, recorded in Volume 338, Page 371, of the Deed Records of Atascosa County, Texas.
- d) All terms, conditions, and provisions of that certain Right of Way/Easement from Gerald Burke Schulz, Trustee to Brazos Electric Power Coop Inc. South Texas Electric Coop Inc. in instrument dated July 21, 1977, recorded in Volume 464, Page 467, of the Deed Records of Atascosa County, Texas.
- e) Oil, Gas and Mineral Lease by and between Wye Ranch LTD, as Lessor, and Pioneer Natural Resources USA Inc., as Lessee, dated December 23, 2009, and recorded under Clerk's File No. 110852, Official Public Records of Atascosa County, Texas.
- f) Unit Designations dated effective July 2, 2013, executed by Pioneer Natural Resources USA, Inc. to Wye Ranch 01, et al, recorded under Clerk's File Nos. 143843, 143844, 143845, and 144555, Official Public Records of Atascosa County, Texas.
- g) Production Sharing Agreement between Gerald B. Schultz, President of J.G. Schulz, Inc. General Partner of Wye Ranch, Ltd., as Interest Owner, and SilverBow Resources Operating, LLC, as Lessee, dated effective November 30, 2022, and recorded under Clerk's File No. 233911, Official Public Records of Atascosa County, Texas.
- h) All terms, conditions, and provisions of that certain Right of Way/Easement from Wye Ranch LTD to Marathon Oil EF, LLC in instrument dated March 06, 2023, recorded under Clerk's File No. 233116 of the Official Public Records of Atascosa County, Texas.

- i) All terms, conditions, and provisions of that certain Right of Way/Easement from Wye Ranch, LTD to Arrowhead Gathering Co. LLC in instrument dated September 15, 2023, recorded under Clerk's File No. 239624 of the Official Public Records of Atascosa County, Texas.
- j) All terms, conditions, and provisions of that certain Right of Way/Easement from Elizabeth Curtis to Karnes Electric Cooperative, Inc. in instrument dated January 26, 2024, recorded under Clerk's File No. 242716 of the Official Public Records of Atascosa County, Texas.
- k) Any right, claim, and/or interest associated with the (i) meter pole(s); (ii) trans. pole(s); (iii) portion of old county road; (iv) railroad; (v) entrance gate; (vi) pad site(s); (vii) oil well(s); and (viii) frac pond shown on the Survey Plat prepared by Jonathan H. Rothe, RPLS 6286, Rothe & Associates, PLLC, Land Surveying on January 29, 2025.

TO HAVE AND TO HOLD the above described premises and improvements, together with all and singular the rights and appurtenances thereto in anywise belonging, unto GRANTEES, and their successors and assigns forever, in equal undivided shares; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto the said GRANTEES and their successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. In addition to conveying the Property with general warranty and for the same consideration recited above, Grantors do hereby GRANT, SELL, and CONVEY without warranty unto Grantees in equal undivided shares (a) all strips or gores, if any, between the Property and abutting/adjoining properties, (b) all land abutting, adjacent, or contiguous to the Property and under fence with the Property, if any, and (c) all land lying in or under any road that abuts, is adjacent to, or runs across the Property, together with all and singular the rights and appurtenances thereto in any way belonging. Furthermore, for the same consideration recited above, Grantor does hereby ASSIGN, TRANSFER, SELL, and CONVEY unto Grantees in equal undivided shares all of Grantor's causes of actions, choses in action, legal claims, and rights to sue, whether known or unknown, related to the Property conveyed by this deed.

But it is expressly agreed that a Vendor's Lien, as well as the superior title in and to the Property, is retained against the Property until the above described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, after which this deed shall become absolute. DONNELL MINERALS, L.P., at the request of Grantees, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note. Accordingly, the undersigned Grantor does hereby TRANSFER and ASSIGN the hereinabove retained Vendor's Lien, together with the superior title in and to the Property securing same, unto DONNELL MINERALS, L.P. and agrees that DONNELL MINERALS, L.P., its successors and/or assigns, may release said Vendor's Lien whenever the Note which it secures has been fully paid.

EXECUTED on 4/15/25 WYS

Grantor:

WYE RANCH, LTD., also known as *Wye Ranch, Ltd.*,
a Texas Limited Partnership

By: J. G. Schulz Ranch, Inc., its General Partner

By: Elizabeth L. Curtis
Elizabeth L. Curtis, President and Secretary

[Acknowledgment on next page]

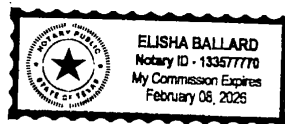
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Acknowledgement

THE STATE OF TEXAS §

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 15th day of April, 2025, by Elizabeth L. Curtis, in her capacities as President and Secretary of J. G. Schulz Ranch, Inc., a Texas Corporation, the General Partner of Wye Ranch, LTD., a Texas Limited Partnership, acting on behalf of said limited partnership.


 NOTARY PUBLIC, STATE OF TEXAS


After Recording, Please Return to:

RDG and SR
 P.O. Box 400
 Jourdanton, Texas 78026

[EXHIBITS "A" "B" and "C" to begin on next page – Seven (7) total pages to follow]

[Remainder of this page intentionally left blank]

EXHIBIT "B"

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Wye Ranch, Ltd.

FIELD NOTES TO DESCRIBE

A survey of 899.421 acres of land situated about 18 miles S 48° E of Jourdanton, in Atascosa County, Texas, and having acreage in the following original surveys:

<u>SURVEY NO.</u>	<u>ABSTRACT NO.</u>	<u>ORIGINAL GRANTEE</u>	<u>ACRES</u>
1	121	B.S. & F.	286.206
2	1195	J. Campbell	452.099
2-1/4	1617	J. Campbell	69.000
537-1/2	425	I. & G.N. RR. Co.	<u>92.116</u>
Total:			899.421

said 899.421 acres of land being a portion of that certain 600 acres of land described as Tract I and a portion of that certain 773 acres of land described as Tract II in a Deed to Wye Ranch, Ltd. from Gerald Burke Schulz, dated December 4, 2000, as recorded in Volume 158 on Page 757 of the Official Public Records of Atascosa County, Texas, a portion of that certain 60 acres of land described as Tract IV in a Deed to Wye Ranch, Ltd. from Gerald Paul Schulz, dated January 3, 2001, as recorded in Volume 161 on Page 235 of the aforementioned Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 4" diameter pipe corner post at the point-of-intersection of the Northwest R.O.W. line of F.M. Highway 791 and the recognized Southwest line of said Survey No. 537-1/2 (the recognized Northeast line of Survey No. 171, Abstract No. 268, T. Flynn, original Grantee) on the Southwest line of said 600 acres of land, for a Southeast corner of that certain property described in a Deed to 74 Ranch, Ltd. from George A. Robinson IV, dated April 30, 2003, as recorded in Volume 277 on Page 839 of the said Official Public Records, and the lower Southwest corner of this survey;

THENCE: Generally along fence, the recognized Southwest line of said Survey No. 537-1/2, the recognized lower Southwest line of said Survey No. 2-1/4, the recognized Northeast line of said Survey No. 171, the lower Southwest line of said 600 acres of land, and a Northeast line of said 74 Ranch, Ltd. N 40-29-13 W 2381.25 feet to a 4" diameter pipe corner post for a recognized interior corner of said Survey No. 2-1/4, the recognized Northeast corner of said Survey No. 171, an interior corner of said 600 acres of land, a Northeast corner of said 74 Ranch, Ltd., and an interior corner of this survey;

Wye Ranch, Ltd. (899.421 Acres) – Page 2

- THENCE: Generally along fence, the recognized lower Southeast line of said Survey No. 2-1/4, the recognized Northwest line of said Survey No. 171, the lower Southwest line of said 600 acres of land, and a Northwest line of said 74 Ranch, Ltd., S 49-44-08 W 286.47 feet to a 2" diameter iron pipe found by a 2" diameter pipe corner post for the recognized upper Southwest corner of said Survey No. 2-1/4, the recognized Southeast corner of Survey No. 1322, Abstract No. 765, B. Sanchez, original Grantee, the upper Southwest corner of said 600 acres of land, a Northeast corner of said 74 Ranch, Ltd., the Southeast corner of the Harrison Interest, Ltd. property, and the upper Southwest corner of this survey;
- THENCE: Generally along fence, the recognized upper Southwest line of said Survey No. 2-1/4, the recognized Northeast line of said Survey No. 1322, the upper Southwest line of said 600 acres of land, a Northeast line of said Harrison Interest, Ltd. property, N 35-45-21 W 1799.57 feet to a 2" diameter pipe corner post for the recognized Northwest corner of said Survey No. 2-1/4, the recognized Southwest corner of Survey No. 2-1/2, Abstract No. 1631, A. Peeler, original Grantee, the Northwest corner of said 600 acres of land, the Southwest corner of that certain 280.65 acres of land described in a Deed to Frank Blair Warren, et ux from Frida Struve Milone, dated January 29, 1996, as recorded in Volume 52 on Page 849 of the said Official Public Records, and the Northwest corner of this survey;
- THENCE: Generally along fence, in part along the recognized Northwest line of said Survey No. 2-1/4, the Northwest line of said 600 acres of land, and the Southeast line of said 280.65 acres of land, N 49-44-34 E 5024.18 feet to a 2" diameter pipe corner post on a Southwest line of said Harrison Interest, Ltd. property, for the lower Northeast corner of said 600 acres of land, the Southeast corner of said 280.65 acres of land, and the lower Northeast corner of this survey;
- THENCE: Generally along fence, the upper Northeast line of said 600 acres of land, and the Southwest line of said Harrison Interest, Ltd. property, S 41-49-47 E 140.16 feet to a 2" diameter pipe corner post for an interior corner of said 600 acres of land, a Southwest corner of said Harrison Interest, Ltd. property, and an interior corner of this survey;
- THENCE: Generally along fence, the Northwest line of said 600 acres of land, the Northwest line of said 60 acres of land, and a Southeast line of said Harrison Interest, Ltd. property, N 49-46-35 E at 849.16 feet pass a 2" diameter pipe corner post, leaving fence and continuing a total distance of 1351.89 feet to a 5/8" iron pin set in a curve to the left on the Southeast R.O.W. line of F.M. Highway 140 for an angle point of this survey;
- THENCE: Generally along fence, the Southeast R.O.W. line of said F.M. Highway 140, the Northwest line of the remaining portion of said 60 acres of land, and along the arc

Wye Ranch, Ltd. (899,421 Acres) – Page 3


of said curve to the left having a radius of 2924.93 feet, a central angle of $13^{\circ}38'37''$, a tangent of 349.90 feet, and a chord which bears N 56-27-39 E 694.86 feet, a distance of 696.50 feet to a 5/8" iron pin set at the end of said curve for an angle point, and N 49-38-38 E 3093.27 feet to a railroad tie corner post for the Northeast corner of the remaining portion of said 60 acres of land, the Northwest corner of that certain 38.96 acres of land described as Tract II in a Deed to Harold Nilsen Moursund from Gloria Sweeney, Independent Executor, dated October 16, 1990, as recorded in Volume 829 on Page 897 of the Deed Records of Atascosa County, Texas, and the Northeast corner of this survey;

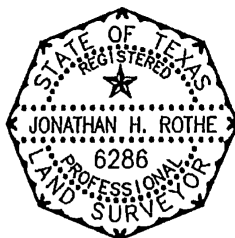
THENCE: Generally along fence, the Northeast line of said 60 acre of land, the Northeast line of said 773 acres of land, and the Southwest line of said 38.96 acres of land, S 26-28-22 E 3870.68 feet to a 4" diameter pipe post for an angle point, and S 40-32-52 E 156.96 feet to a 10" diameter cedar corner post on the Northwest R.O.W. line of said F.M. Highway 791 for the Southwest corner of said 38.96 acres of land, and the Southeast corner of this survey;

THENCE: Generally along fence and the Northwest R.O.W. line of said F.M. Highway 791, S 47-01-30 W 211.86 feet to a 4"x4" concrete R.O.W. marker found at the point-of-curvature of a curve to the right for an angle point, along the arc of said curve to the right having a radius of 11,399.13 feet, a central angle of $02^{\circ}29'58''$, a tangent of 248.69 feet, and a chord which bears S 48-19-59 W 497.25 feet, a distance of 497.29 feet to a 4"x4" concrete R.O.W. marker found at the point-of-tangency of said curve for an angle point, and S 49-36-23 W at 1318.20 feet pass a found 4"x4" concrete R.O.W. marker, at 3908.08 feet pass a 4"x4" concrete R.O.W. marker, continuing a total distance of 8378.33 feet to the POINT OF BEGINNING.

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

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 29th day of January, 2025.


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



THE STATE OF TEXAS
COUNTY OF ATASCOSA

EXHIBIT "C"

PREPARED FOR: Wye Ranch, Ltd.

FIELD NOTES TO DESCRIBE

A survey of 422.633 acres of land situated about 18 miles S 48° E of Jourdanton, in Atascosa County, Texas, being 68.569 acres out of Survey No. 1, Abstract No. 121, B.S. & F., original Grantee, being 354.064 acres out of Survey No. 537-1/2, Abstract No. 425, I. & G.N. RR. Co., original Grantee, being a portion of that certain 773 acres of land described as Tract II in a Deed to Wye Ranch, Ltd. from Gerald Burke Schulz, dated December 4, 2000, as recorded in Volume 158 on Page 757 of the Official Public Records of Atascosa County, Texas, being a portion of that certain 140 acres of land described as Tract I, a portion of that certain 144 acres of land described as Tract II, and a portion of that certain 50 acres of land described as Tract III in a Deed to Wye Ranch, Ltd. from Gerald Paul Schulz, dated January 3, 2001, as recorded in Volume 161 on Page 235 of the aforementioned Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set at the point-of-intersection of the Southeast R.O.W. line of F.M. Highway 791 and the recognized Southwest line of said Survey No. 537-1/2 (the recognized Northeast line of Survey No. 171, Abstract No. 268, T. Flynn, original Grantee), on the Southwest line of said 140 acres of land, a Northeast corner of that certain property described in a Deed to 74 Ranch, Ltd. from George A. Robinson IV, dated April 30, 2003, as recorded in Volume 277 on Page 839 of the said Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence and the Southeast R.O.W. line of said F.M. Highway 791, N 49-36-23 E at 98.68 feet pass an 8" diameter creosote corner post, at 2059.03 feet pass a found 4"x4" concrete R.O.W. marker, at 4468.65 feet pass a found 4"x4" concrete R.O.W. marker, continuing a total distance of 8377.35 feet to a 4"x4" concrete marker found at the point-of-curvature of a curve to the left for an angle point, along the arc of said curve to the left having a radius of 11,519.19 feet, a central angle of 02°29'58", a tangent of 251.30 feet, and a chord which bears N 48-20-03 E 502.49 feet, a distance of 502.53 feet to a 4"x4" concrete R.O.W. marker found at the point-of-tangency of said curve for an angle point, and N 47-29-32 E 181.19 feet to a 10" diameter cedar corner post for the Northwest corner of and fenced land for the Northwest corner of that certain 15.69 acres of land described as Tract III in a Deed to Harold Nilsen Moursund from Gloria Sweeney, Independent Executor, dated October 16, 1990, as recorded in Volume 829 on Page 897 of the Deed Records of Atascosa County, Texas, and the Northeast corner of this survey;

THENCE: Generally along fence, the Northeast line of said 773 acres of land, the Southwest line of said fenced lane, and the Southwest line of said 15.69 acres of land, S 41-32-34 E 352.44 feet to a 6" diameter cedar corner post for an angle point and

Wye Ranch, Ltd. (422.633 Acres) – Page 2

S 15-10-51 W 50.38 feet to a 12" diameter creosote corner post for the Northeast corner of that certain 30.50 acres of land described in a Deed to Jean Anne Stokes from Anna Mary Eustace, et vir, dated June 1, 1986, as recorded in Volume 760 on Page 286 of the aforementioned Deed Records, and the upper Southeast corner of this survey;

THENCE: Generally along fence, the upper Southeast line of said 773 acres of land, and the Northwest line of said 30.50 acres of land, S 56-17-18 W 1193.87 feet to a 10" diameter creosote corner post for an interior corner of said 773 acres of land, the Northwest corner of said 30.50 acres of land, and an interior corner of this survey;

THENCE: Generally along fence, a lower Southeast line of said 773 acres of land, and the Southwest line of said 30.50 acres of land, S 37-17-27 E at 1006.19 feet pass a steel "T" post, leaving fence and continuing a total distance of 1224.50 feet to a point on the West boundary line of the Atascosa River, for the middle Southeast corner of this survey;

THENCE: Along the West boundary line of said Atascosa River, the following courses:

S 68-06-08 W 81.22 feet to an angle point;

S 41-40-10 W 135.74 feet to an angle point;

S 11-00-25 W 95.50 feet to an angle point;

S 01-22-20 W 126.27 feet to an angle point;

S 16-37-51 W 185.95 feet to an angle point;

S 01-14-15 W 167.63 feet to an angle point;

S 11-38-57 E 71.31 feet to an angle point; and

S 24-52-48 E 123.03 feet to a point for the recognized lower Southeast corner of said Survey No. 1, the recognized Northeast corner of Survey No. 3, Abstract No. 12, Marcelineo Segura, original Grantee, a Northeast corner of said 74 Ranch, Ltd. property, and the lower Southeast corner of this survey;

THENCE: Along the recognized Southeast line of said Survey No. 1, the recognized Southeast line of said Survey No. 537-1/2, the recognized Northwest line of said Survey No. 3, the Southeast line of said 773 acres of land, the Southeast line of said 50 acres of land, the Southeast line of said 144 acres of land, the Southeast

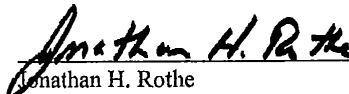
Wye Ranch, Ltd. (422.633 Acres) – Page 3

line of said 140 acres of land, and a Northwest line of said 74 Ranch, Ltd. property, S 43-19-17 W at 749.28 feet pass a 6" diameter creosote post, continuing generally along fence a total distance of 2898.84 feet to a 6" diameter creosote post for an angle point, S 43-24-56 W 1820.10 feet to a 6" diameter creosote post for an angle point, and S 43-32-13 W 2383.38 feet to a 4" diameter pipe corner post for the recognized Southwest corner of said Survey No. 537-1/2, the recognized Southeast corner of Survey No. 170, Abstract No. 267, T. Flynn, original Grantee, the Southwest corner of said 140 acres of land, an interior corner of said 74 Ranch, Ltd. property, and the Southwest corner of this survey;

THENCE: Generally along fence, the recognized Southwest line of said Survey No. 537-1/2, the recognized Northeast line of said Survey No. 170, the recognized Northeast line of said Survey No. 171, the Southwest line of said 140 acres of land, and a Northeast line of said 74 Ranch, Ltd. property, N 40-34-16 W at 2713.86 feet pass an 8" diameter creosote corner post, leaving fence an continuing a total distance of 2766.76 feet to the POINT OF BEGINNING.

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

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 29th day of January, 2025.

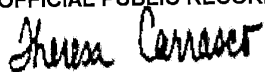

Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005



RECORD'S MEMORANDUM

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk

Atascosa County Texas

April 17, 2025 01:05:06 PM

FEE: \$65.00 LCASTANEDA 251402

WDVL

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 21 tracts of land out of an original 1,322.054 acres, more or less, described in a Deed, Instrument Number 251402, Official Public Records, Atascosa County, Texas, and being currently owned by Resource Diversification Group, Series LLC and Sillivent Ranch, Series LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2025.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk
Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 8.

Meeting Date: 09/08/2025
Item Title: Exception - Wheeler E FM 140
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Certificate of Exception for the Wheeler Family on E FM 140 in Precinct 4.
Development:

ATTACHMENTS

Wheeler Packet
Wheeler Certificate of Exception



Registration for Division of Land in Atascosa County

We, WALTER L. WHEELER (A/K/A WALTER LEONIDAS WHEELER) and wife,
LOIS ARLENE WHEELER (A/K/A ARLENE M. WHEELER) are collectively the owners

I, _____, ~~am the owner~~ of the attached filed division of land located at
S S FARMS, LOT 4993, ACRES 9.18, S S FARMS,
LOT PT OF 4994, 4995, ACRES 27.2 _____ (legal description). I have had the division of

land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

- | | | |
|---|--|--|
| <input type="checkbox"/> Agricultural Use | <input checked="" type="checkbox"/> Family | <input checked="" type="checkbox"/> 10+ Acres |
| <input type="checkbox"/> Veterans Land Board | <input type="checkbox"/> State Agency | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner | |



Date: 8/27/2025

Signature: Walter L. Wheeler
WALTER L. WHEELER
(A/K/A WALTER LEONIDAS WHEELER)
Printed Name: _____

Lois Arlene Wheeler
LOIS ARLENE WHEELER
(A/K/A ARLENE M. WHEELER)

ACKNOWLEDGMENT

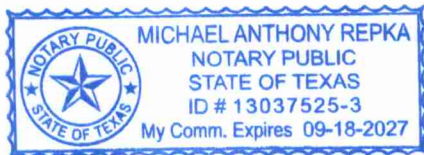
STATE OF TEXAS

COUNTY OF ATASCOSA

WALTER L. WHEELER (A/K/A WALTER LEONIDAS WHEELER)
and wife, LOIS ARLENE WHEELER (A/K/A ARLENE M. WHEELER)

BEFORE ME, the undersigned Notary Public, on this day personally appeared ✓
_____, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that the same has been executed for the purposes and
consideration therein expressed.

GIVEN under my hand and seal of office this August 27, 2025.



Michael Repka

Notary Public, in and for
State of Texas



Division Type Definitions:

Agricultural: The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution. However, if any part of a tract divided under this exception ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use as to defined, the platting requirements of this Order shall apply;

Family: The land is divided into four or fewer parts and each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, provided that the division is not part of a larger planned development or a sham, or a contrivance to avoid these regulations. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order apply;

10+ Acres: All the lots are more than ten (10) acres in area and the owner does not lay out part of the tract [see Chapter 232.001(a)(3), Local Government Code];

Veterans Land Board: All the lots are sold to veterans through the Veterans' Land Board program;

State Agency: The land belongs to the state or any state agency board, or commission or the permanent school fund or any other dedicated funds of the state;

Political Subdivision: The land belongs to a political subdivision of the state; the land is situated in a floodplain; and the lots are sold to adjoining landowners;

Divided into two parts: One new part is to be retained by the Owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of Chapter 232 of the Texas Local Government Code and these Rules;

All parts to original owner: All parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract; or,

State of Texas
County of Atascosa

Field notes for a tract of land containing 21.76 acres, being 9.51 acres out of Tract 4993, 8.93 acres out of Tract 4994, and 3.32 acres out of Tract 4995 of the Dr. Chas F. Simmons 95,000 acre subdivision, Atascosa County, Texas, as shown on the accompanying Plat of Survey, prepared for Arlene Wheeler, on July 15, 2025.

Field notes for a tract of land containing 21.76 acres, being 9.51 acres out of Tract 4993, described in an instrument, recorded in Volume 771, Page 141, Official Public Records, Atascosa County, Texas, 8.93 acres out of Tract 4994, described in an instrument, recorded in Clerk's File No. 229441, Official Public Records, Atascosa County, Texas, and 3.32 acres out of Tract 4995 of the Dr. Chas F. Simmons 95,000 acre subdivision, Atascosa County, Texas, described in an instrument, recorded in Volume 393, Page 498, Official Public Records, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set on the East line of State Highway No. 16, being the Southwest corner of said Tract 4993, being the Northwest corner of Tract 4992, which bears South 03° 38' 12" West, 9.50 feet from a fence corner post, found for the occupied Northwest corner of said Tract 4992, said point being the Southwest corner of this tract of land;

Thence North 00° 13' 02" East, 848.17 feet, along the East line of State Highway No. 16, being the West line of said Tract 4993, Tract 4994, and Tract 4995, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set for the lower cutback of the Southeast intersection of State Highway No. 16 and Farm to Market Hwy No. 140, said point being the lower Northwest corner of this tract of land;

Thence North 45° 32' 45" East, 117.12 feet, across said Tract 4995, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set for the upper cutback of the Southeast intersection of State Highway No. 16 and Farm to Market Highway No. 140, said point being the upper Northwest corner of this tract of land;

Thence South 89° 58' 54" East, 937.88 feet, along the South line of Farm to Market Highway No. 140, and across said Tract 4995 to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set, said point being the Northeast corner of this tract of land;

Thence South 00° 09' 29" West, 932.71 feet, across said Tract 4995, 4994, and 4993, also being the West line of a 10.00 acre tract of land, described in an instrument, recorded in Clerk's File No. 121346, Official Public Records, Atascosa County, Texas, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set, lying on the South line of said Tract 4993, being the Southwest corner of said 10.00 acre tract of land, and lying on the North line of said Tract 4992, said point being the Southeast corner of this tract of land;

Thence North 89° 50' 31" West, 1022.12 feet, across the South line of said Tract 4993, being the North line of said Tract 4992, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a tract of land containing 21.76 acres, as shown on the accompanying Plat of Survey, prepared for Arlene Wheeler, dated July 15, 2025, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.



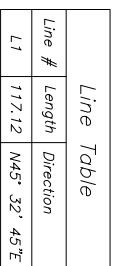
Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste A
Pleasanton, Texas 78064
830-281-4060
Firm No. 10181200



21.76 ACRES, BEING 9.51 ACRES OUT OF TRACT 4993, 8.93 ACRES OUT OF TRACT 4994, AND 3.32 ACRES OUT OF TRACT 4995 OF THE DR. CHAS F. SIMMONS 95,000 ACRE SUBDIVISION, ATASCOSA COUNTY, TEXAS

7.7 ACRES
VOL 393,
PAGE 498, DR \

FARM TO MARKET HWY NO. 140



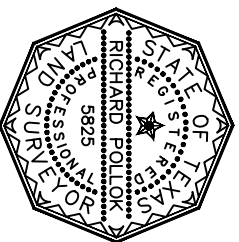
Line Table		
Line #	Length	Direction
L1	117.12	N45° 32' 45"E

REFERENCES:

Volume 771, Page 141, DR

VISIBLE ENCROACHMENTS ARE SHOWN

correct representation of said survey.



STATE HWY NO. 16

21.76 ACRES

N 0° 13' 02" E 848.17'

RESIDUE OF
TRACT 499320.00 ACRES
VOL 771, PAGE 141, DR

RESIDUE OF ACRES 9.51

10.00 ACRES
CLERK'S FILE NO.
121346, OPR

THE BASIS OF BEARING
ON THIS PLAT IS GRID
NORTH, TEXAS STATE
PLANE COORDINATE
SYSTEM, NAD 83 (2011),
SOUTH CENTRAL ZONE

$$1'' = 300'$$

LEGEND

- Set 5/8 inch steel rod monument
with cap stamped Rakowitz
Engineering & Surveying
- Found fence corner post
- Boundary line
- Adjoiner
- Barbed wire fence
- Overhead electric
- Tract number
- 4993



RAKOWITZ
Engineering & Surveying
Texas Registered Engineering Firm # 9155
Texas Registered Surveying Firm 101812-00
330-281-4060

Date of survey: July 15, 2025
Job No. 25-3657

THE STATE OF TEXAS :

COUNTY OF ATASCOSA : KNOW ALL MEN BY THESE PRESENTS:

That we, LONNIE WHEELER and wife, RUTH WHEELER, of the County of Atascosa and State of Texas, for and in consideration of the love and affection which we bear unto our son, WALTER L. WHEELER, have Given, Granted, and Conveyed and by these presents do Give, Grant and Convey unto the said WALTER L. WHEELER of the County of Atascosa and State of Texas, as his separate property and estate and for his sole use and benefit all of the following described real property lying and being situated in Atascosa County, Texas, to-wit:

FIRST TRACT: Being all of S. S. Farm Tract Number Four thousand nine hundred ninety-four (4994), containing twenty (20) acres of land, being out of the Dr. Chas. F. Simmons' 95,000 acre subdivision in Atascosa County, Texas, as per map or plat of said Subdivision of record in Volume 37 of the Deed Records of Atascosa County, Texas.

And being the same land conveyed to Lonnie Wheeler by warranty deed from C. F. Wright, et ux dated September 13, 1939, and recorded in Vol. 145, page 144 of the D/R of Atascosa County, Texas.

SECOND TRACT: Three and 88/100 (3.88) acres of land, more or less, out of the Atascosa County School Land Survey Number 1, Abstract Number 984, described by metes and bounds as follows, to-wit:

BEGINNING at a stake set for S. cor. of the Atascosa County School Land Survey No. 1, for South Cor. of this tract;

THENCE N. 1° 27' W. with the line of said Sur. No. 1, at 605 ft. a cor. of fence on the S. side of the Avant Ranch and Christine Road, for the N. W. corner of this tract;

THENCE in an Easterly direction with the South line of said road a distance of 487 feet to a stake on the East line of said Sur.

THENCE S. 38° 30' W. 783 ft. to the place of beginning.

And being the same property conveyed to Lonnie Wheeler by Ray William Mayes, et ux, by deed dated November 25, 1950, and recorded in Vol. 211, pages 42-43 of the D/R of Atascosa County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said WALTER L. WHEELER, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and Forever Defend, all and singular the said premises unto the said WALTER L. WHEELER, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this the 16th day of May, A. D. 1973.

Lonnie Wheeler
LONNIE WHEELER

Ruth Wheeler
RUTH WHEELER

100-383-12

8499

CO
CO
CO
CO
CO
CO

Glen W. Stunk
NOTARY PUBLIC, ATASCOSA COUNTY, TEXAS

WILLIE MAE KENNEY, Clerk County Court, Atascosa County, Texas

[illegible]

Gift Deed-Lonnie Wheeler, et al to Walter L. Wheeler

8614

THE STATE OF TEXAS :

COUNTY OF ATASCOSA :

KNOW ALL MEN BY THESE PRESENTS:

THAT we, LONNIE WHEELER and wife, RUTH WHEELER of the County of Atascosa and State of Texas for and in consideration of the love and affection which we bear unto our son, WALTER L. WHEELER, have Given, Granted, and Conveyed and by these presents do Give, Grant and Convey unto the said WALTER L. WHEELER of the County of Atascosa and State of Texas as his separate property and estate and for his sole use and benefit all of the following described real property lying and being situated in Atascosa County, Texas, to-wit:

The South seven and seven-tenths (7.7) acres of land out of S. S. Farm Tract Number Four thousand nine hundred ninety-five (4995), and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the South East corner of Simmons' Subdivision 4995 for the South East corner of this tract;
THENCE West 2200 feet with the South line of Tract 4995 to its intersection with the East right-of-way line of State Highway 173;
THENCE N. 52 feet with said right-of-way line to corner post;
THENCE North 45° East 141 feet with said right-of-way to corner post;
THENCE East 2100 feet with the South line of Farm to Market Road 477 to the East line of S. S. Farm Tract No. 4995.
THENCE South with the East line of S. S. Farm Tract No. 4995, 152 feet to the place of beginning.

And being the same land more particularly described in that certain warranty deed executed by H. W. Meisch, et ux to Lonnie Wheeler, dated October 8, 1953, and recorded in Vol. 230, pages 41-43 of the D/R of Atascosa County, Texas.

SUBJECT, HOWEVER, to that certain covenant running with the land restricting the sale or disposition of the above described property so long as the remaining portion of said S. S. Farm Tract 4995, which lies immediately to the North of Farm to Market Road No. 477, is owned by H. W. Meisch, et ux as per covenant appearing in the deed from H. W. Meisch, et ux to Grantors herein dated October 8, 1953, appearing of record in Vol. 230, pages 41-43; but, However, the said H. W. Meisch and wife, Mildred Meisch do hereby expressly waive said restriction in so far as the present conveyance is concerned and signify their waiver by joining in the execution of this present deed, and the Grantees herein shall, However, be restricted in the sale or disposition of this property to any one else in accordance with the covenant hereinbefore mentioned.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto

VOL 230 PAGE 498

8614

393 PAGE 490

Lonnie Wheeler
LONNIE WHEELER

Ruth Wheeler
RUTH WHEELER

COUNTY OF BEXAR . :

Margaret Davis
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

MARGARET DAVIS
Notary Public, Bexar County, Texas
My Commission Expires June 1, 1972

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared LONNIE WHEELER and wife, RUTH WHEELER known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Glen W. Steele
NOTARY PUBLIC, ATASCOSA COUNTY, TEXAS

(Gwendolyn Gray)

CD
R.

WARRANTY DEED

THE STATE OF TEXAS:

COUNTY OF ATASCOSA:

KNOW ALL MEN BY THESE PRESENTS:

THAT we, HOBART Q. SIBLEY, JR., joined herein pro forma by my wife, ARLENE SIBLEY, JEFFREY JOE SIBLEY, a single man, WILLIAM JACK SIBLEY, a single man, and SUSANNE SIBLEY, a single woman, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, cash to us in hand paid by WALTER L. WHEELER and wife, LOIS ARLENE WHEELER, the receipt and sufficiency of which is hereby acknowledged; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said WALTER L. WHEELER, and wife, LOIS ARLENE WHEELER, whose address is P.O. Box 135, Christine, Texas 78012, that certain tract or parcel of land, lying and being situated in the County of Atascosa and State of Texas, and more particularly described as follows, to-wit:

Surface estate only:

BEING all of S.S. Farm Tract Number Four Thousand Nine Hundred Ninety-three (4993), containing twenty (20) acres of land, more or less, out of the Dr. Chas. F. Simmons' 95,000 acre subdivision in Atascosa County, Texas, as per map or plat of said subdivision of record in Vol. 37 of the Deed Records of Atascosa County, Texas.

LESS HOWEVER, 0.82 acres of land, more or less, described as follows:

BEGINNING at the SW corner of Tract No. 4993, on the East property line of a 30 feet road running North;

THENCE East, at 30.5 feet intersect center line of proposed highway at Engineer's Sta. 499/35.0, in all 90.5 feet to a stake for corner;

THENCE N. 0 deg. 04 min. E. 396.7 feet to a stake for corner;

THENCE West, at 60 feet intersect center line of proposed highway at Engineer's Sta. 503/31.7, in all 90.7 feet to the NW corner of Tract No. 4993, which is also located on the East side of a 30 foot road;

THENCE S. 0 deg. 03 min. W. 396.7 feet to the PLACE OF BEGINNING, and containing 0.82 acres of land, more or less.

This conveyance and hereinafter warranty are made expressly subject to the following:

a. Oil Lease dated March 29, 1941, executed by T.J. Martin, et ux, to R.S. Nixon, recorded in Volume 151, Page 32 of the Deed Records of Atascosa County, Texas.

b. Mineral Deed dated December 29, 1961, executed by T.J. Martin, et ux, to T.J. Martin, Jr., recorded in Volume 285, Page 143 of the Deed Records of Atascosa County, Texas.

c. Oil, Gas and Mineral Lease dated November 13, 1980, executed by T.J. Martin, Jr., and wife, Jean Martin to K.C.P.C., recorded in Volume 551, Page 50 of the Deed Records of Atascosa County, Texas.

d. Oil, Gas and Mineral Lease dated November 13, 1980, executed by T.J. Martin, Sr., and wife, Alberta Martin, recorded in Volume 547, Page 370 of the Deed Records of Atascosa County, Texas.

e. Oil, Gas and Mineral Lease dated November 13, 1980, executed by Hobart Q. Sibley, Jr., and wife, Arlene Sibley to K.C.P.C., recorded in Volume 547, Page 365 of the Deed Records of Atascosa County, Texas.

BOOK
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PAGE 141

f. Oil, Gas and Mineral Lease dated November 13, 1980, executed by William Jack Sibley and Jeffrey Joe Sibley to K.C.P.C., recorded in Volume 547, Page 376 of the Deed Records of Atascosa County, Texas.

g. Oil, Gas and Mineral Lease dated November 13, 1980, executed by Susanne Sibley, a single person to K.C.P.C., recorded in Volume 557, Page 78 of the Deed Records of Atascosa County, Texas.

h. Mineral Deed dated February 19, 1981, executed by T.J. Martin and wife, Alberta Martin to Hobart Quinton Sibley, Jr., et al, recorded in Vol. 550, Page 26 of the Deed Records of Atascosa County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said WALTER L. WHEELER, and wife, LOIS ARLENE WHEELER, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said , WALTER L. WHEELER, and wife, LOIS ARLENE WHEELER, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this the 24 day of November, 1986.

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PAGE 142

Hobart Quinton Sibley, Jr.
HOBART QUINTON SIBLEY, JR.

Arlene Sibley
ARLENE SIBLEY

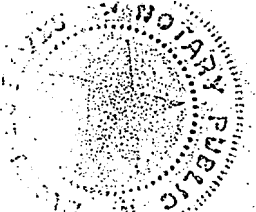
Jeffrey Joe Sibley
JEFFREY JOE SIBLEY

William Jack Sibley
WILLIAM JACK SIBLEY

Susanne Sibley
SUSANNE SIBLEY

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

This instrument was acknowledged before me on the 8th day of December, 1986, by HOBART QUINTON SIBLEY, JR., and wife, ARLENE SIBLEY.

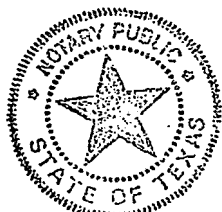


Beverly Vidrine
NOTARY PUBLIC, STATE OF TEXAS

Beverly Vidrine
(stamped or printed name of notary)
My commission expires: 4-27-89

THE STATE OF TEXAS:
COUNTY OF ATASCOSA:

This instrument was acknowledged before me on the 24th day of November, 1986, by JEFFREY JOE SIBLEY.



Alberta Mueller
NOTARY PUBLIC, STATE OF TEXAS

(stamped or printed name of notary)
My commission expires: _____

ALBERTA MUELLER
COMMISSION EXPIRES 12-31-88

THE STATE OF TEXAS:
COUNTY OF _____:

This instrument was acknowledged before me on the 22 day of December, 1986, by WILLIAM JACK SIBLEY.

Stephen C. Surr
NOTARY PUBLIC, STATE OF TEXAS
No. 244363975
Qualified in Kings Co.
Comm. expires 8/18/88
(stamped or printed name of notary)
My commission expires: 88

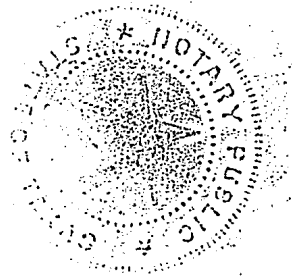
THE STATE OF TEXAS:
COUNTY OF Harris:

This instrument was acknowledged before me on the 15th day of Dec., 1986, by SUSANNE SIBLEY.



Claire Burum
NOTARY PUBLIC, STATE OF TEXAS
CLAIRE BURUM
Notary Public in State of Texas
(stamped or printed name of notary)
My commission expires: 8-18-89

BOOK 771 PAGE 143



6130

WARRANTY DEED

HOBART QUINTON SIBLEY, JR.,
ET AL

TO

WALTER L. WHEELER, ET UX

BOOK 771 PAGE 144

Filed for Record

29 Day of Dec. 19 86
at 4:30 o'clock P. M

LAQUITA HAYDEN

County Clerk, Atascosa County

By J. Lyons Deputy
900 pd.

STEINLE AND WETHERBEE

Attorneys at Law

P. O. BOX 400

JOURDANTON, TEXAS 78026

FILED FOR RECORD DECEMBER 29 A.D. 1986 AT 4:30 O'CLOCK P. M. AND
DULY RECORDED DECEMBER 31 A.D. 1986 AT 11:00 O'CLOCK A. M. IN
ATASCOSA COUNTY DEED RECORDS, VOLUME 771 PAGES 141-144

LAQUITA HAYDEN, CLERK COUNTY COURT, ATASCOSA COUNTY, TEXAS.

BY: Margaret Garcia (MARGARET GARCIA) DEPUTY.

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately 21.76 acres out of 36.38 acres, more or less, described in a Warranty Deed, Book Number 393, Page Number 313, Official Public Records, Atascosa County, Texas, and being currently owned by Walter & Lois Wheeler is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2025.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk
Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 9.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: Discuss and/or take appropriate action concerning an addendum from Local Government Solutions (LGS) for the transition from on-premise software to hosted services which will reduce the combined annual maintenance cost by \$4,776.00 for the County and District Clerk offices, pending County Attorney review and authorizing County Judge to sign.

ATTACHMENTS

Addendum

Addendum 11

Exhibit 1
Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between ATASCOSA COUNTY, TEXAS ("COUNTY") with administrative offices located at Atascosa County Courthouse, Jourdanton, Texas, and Local Government Solutions, L.P. ("VENDOR"), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to transition all offices using LGS from a local server to the LGS Cloud facility; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS11-00001 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Atascosa County Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Atascosa County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 11:

Schedule A. The following amendments to Schedule A shall be made:

Modification to Transition Hosted

All Modules	Number of Licenses	Monthly Cost
County Clerk		
Remove Barracuda		(258.00)
Hosting data/backup	2gb	40.00
Hosting image/backup	500gb	13.00
Subtotal for County Clerk		(205.00)
District Clerk		
Remove Barracuda		(258.00)
Hosting data/backup	2gb	40.00
Hosting image/backup	1TB	25.00
Subtotal for District Clerk		(193.00)
Total Proposal – Reducing Monthly Bill		\$(398.00)

Atascosa Commitment	
Current Billing	\$6,934.00
Addendum 11 – Transition Hosted	\$(398.00)
New Proposed Monthly Pricing	\$6,536.00

Agreed to this the _____ day of _____, 20____ and hereby amended by the
Commissioners Court Minute Order No _____ of Atascosa County, Texas.

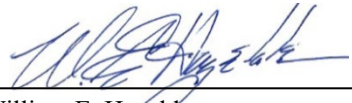
Approved by:

Atascosa County, Texas

Local Government Solutions, L.P.

Hon. Weldon Cude
Atascosa County Judge

Date: _____, 2025


William E. Hazeldean
President

Date August 26, 2025

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PERSONNEL ACTION FORM

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PERSONNEL ACTION FORM

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PERSONNEL ACTION FORM

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AGENDA REQUEST (GENERAL)

Agenda Item 12.

Meeting Date: 09/08/2025
Item Title: Opioid Settlement - Purdue Agreement
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: Discuss and/or take appropriate action for approval of participation in the new
County Attorney: national opioid settlement with Purdue through the Texas Attorney General's
office and authorize the County Judge to complete and execute the Participation
and Release Form and other documents related to this settlement participation
agreement.

ATTACHMENTS

Purdue Participation and Release Form

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 09/08/2025
Item Title: Opioid Settlement- Secondary Manufacturers CL-1773468
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: Discuss and/or take appropriate action for approval of participation in the
County Attorney: Secondary Manufacturers National Opioid Settlement CL 1773468 through the
Texas Attorney General's office and authorize the County Judge to complete
and execute the Participation and Release Form and other documents related to
this settlement participation agreement.

ATTACHMENTS

Settlement Information and Forms

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Atascosa County, TX
Reference Number: CL-1773468

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Texas is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Texas Attorney General's Office at opioids@oag.texas.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Atascosa County	State: TX
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



AGENDA REQUEST (GENERAL)

Agenda Item 14.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the Prickly Pear Market to hold monthly events on October 18, 2025, November 15, 2025, and December 20, 2025, in the courthouse parking lot.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action on the County Infrastructure projects

Curtis Vickers: monthly report.

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the reassignment of the Pre-Detention Facility and its operations to the Atascosa County Juvenile Board, effective upon the acceptance by the Atascosa County Juvenile Board.

Tracy Barrera:

AGENDA REQUEST (GENERAL)

Agenda Item 17.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Update and/or take appropriate action concerning Judges, Commissioners, and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to education needing to be filed in the court records.

Constable Medina completed Advanced Patrol Tactics in Galveston, TX on August 14, 2025.

Constable Medina completed the Legislative Update Civil Process in Corpus Christi, TX on August 18, 2025.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 24.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Open Budget Workshop (No action can be taken)

**AGENDA REQUEST
(GENERAL)**

Agenda Item 25.

Meeting Date: 09/08/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Close Budget Workshop.