

RESOLUTION 25-R-103

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE PAYMENT FOR THE EASEMENT ALONG PARCEL 5 OF THE IH 35 NEX PROJECT.

WHEREAS, the Texas Department of Transportation (TxDOT) is undertaking the Interstate Highway 35 North East Expansion (IH 35 NEX) Project and has acquired additional right of way for the widening of the highway; and

WHEREAS, the City of Schertz has existing utilities and easements that are now in conflict with the planned TxDOT improvements to IH 35; and

WHEREAS, the State of Texas will pay to the City of Schertz the costs incurred in adjustment, removal, and relocation of the existing utilities, including easements; and

WHEREAS, the City Council authorized a Task Order Agreement with Halff Associates, Inc. for the design services which includes easement acquisition services in Resolution 23-R-106; and

WHEREAS, Halff Associates Inc. has negotiated with the property owner and the property owner has agreed to the offer to acquire the easement; and

WHEREAS, the City Council authorized the City Manager to execute easement documents in conjunction with the utility relocation in Resolution 25-R-049; and

WHEREAS, City Staff has recommended that the City purchase the easement on Parcel 5 for the relocation of utilities along Interstate Highway 35.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the payment of \$56,124.32 for the easement along Parcel 5 in substantially the form set forth on Attachment 1.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Wastewater Easement Agreement for Parcel 5 IH 35 NEX Project



August 4, 2025
AVO 35005.015

City of Schertz
Attn: Eric Schulze, PE
City of Schertz
10 Commercial Place, Bldg 2
Schertz, TX 78154

Re: Parcel No.: 5, Funding Request Package

Dear Eric:

The following documents are enclosed in support of a payment request in the amount of **\$56,124.32** to Alamo Title Company.:

1. Copy of Water Easement Agreement (will be executed by City at closing)
2. Alamo Title Company W9
3. Copy of Preliminary HUD

The property is a partial acquisition, and no displacement will occur. The Deletion of Arbitration Provision will be signed at closing. There are no parties in adverse possession and are no visible or apparent easements located on the parcel that is not addressed in the title commitment.

The title company will distribute the funds and be requested to collect and pay taxes for prior years, if any. Pertaining to taxes for the current year, the title company will have the seller sign a notification that the seller will be responsible for a prorate share of taxes for the year 2025 which will be billed by the taxing agency(s) at a later date.

Processing for payment is requested. If you have any questions or comments, please do not hesitate to contact me at 956-445-5238 or lorpus@halff.com. Thank you.

Sincerely,
HALFF ASSOCIATES, INC.


Lorena Corpus
ROW Specialist

Enclosures

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

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

GRANT OF EASEMENT:

NOLLEY CARIBEEAN PROPERTIES, LLC a Wyoming limited liability company, 300 Arcadia Court, 9370 McKnight Drive, Pittsburgh, PA 15237-5548. ("Grantor"), for the sum of Fifty-Five Thousand and No/100 Dollars (\$55,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF SCHERTZ, TEXAS**, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract"),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (b) "Public Utility" shall mean wastewater facilities.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The

Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Holder.

3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public utility facilities and related appurtenances, or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public utility facilities and related appurtenances.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not (i) interfere with the use of the Easement Property by Holder for the Easement Purpose, nor (ii) may Grantor construct any building, structure or obstruction on the Easement Property. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property.
6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8., immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.
7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor must comply with applicable ordinances, development codes and

engineering guidelines of the City of Schertz, and must not conflict with use of the easement for its intended purpose as described herein.

8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.

17. ***Legal Construction.*** Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
18. ***Notices.*** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
19. ***Recitals/Exhibits.*** Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
20. ***Entire Agreement.*** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

GRANTOR:

**Nolley Caribbean Properties, LLC, a
Wyoming limited liability company**

By: *Ronald Ray Holley V.P.*
Ronald Ray Holley, Member

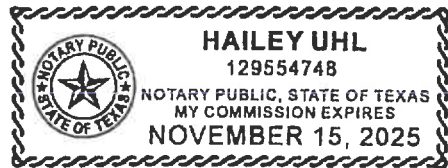
THE STATE OF TEXAS §

COUNTY OF *Harris* §

This instrument was acknowledged before me on *July 29*, 20*25* by Ronald Ray Holley, as member of Nolley Caribbean Properties, LLC, a Wyoming limited liability company, on behalf of said limited liability company.

Hailey Uhl
Notary Public Signature

(seal)



GRANTEE:

AGREED AND ACCEPTED:

CITY OF SCHERTZ, TEXAS,
a Texas home-rule municipality

By: _____
Steve Williams, City Manager, City of
Schertz

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 20__, by
Steve Williams, City Manager of the City of Schertz, Texas, on behalf of such City.

Notary Public Signature

(seal)

EXHIBIT "A"
EASEMENT TRACT



County: Comal
Highway: IH 35
C.C.S.J.: 0016-05-111
R.C.S.J.: 0016-06-115
AVO: 35005.015

**LEGAL DESCRIPTION OF 0.2189 ACRE
SANITARY SEWER EASEMENT**

Being a 0.2189 acre (9,534 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of a called 80.4996 acre tract of land described as Tract 1 to Nolly Caribbean Properties, LLC recorded on June 15, 2017 under Document Number 201706029109 of the Official Public Records of Comal County, Texas (O.P.R.C.C.T.); said 0.2189 acre parcel being more particularly described as follows:

COMMENCING, at a ½ inch iron rod found for a north corner of said 80.4996 acre tract and the southeast corner of a called 0.0342 acre tract of land described as Tract 2 to the Purpose Church recorded on September 28, 2022 under Document Number 202206042907 of the O.P.R.C.C.T. from which a ½ inch iron rod found at an angle corner of said 80.4996 acre tract bears South 83° 57' 22" East, a distance of 263.09 feet;

THENCE, South 81° 13' 01" West, crossing said 80.4996 acre tract, a distance of 73.78 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** and the east corner of the herein described parcel, having surface coordinates displayed in U.S. survey feet of N: 13,779,278.15, E: 2,212,691.72;

- 1) **THENCE**, South 59° 20' 33" West, continuing across said 80.4996 acre tract, a distance of 700.80 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the east line of a called 0.517 acre variable width utility easement described to the City of Schertz, Texas recorded on February 10, 2022 under Document Number 202206006618 for the southwest corner of the herein described parcel;
- 2) **THENCE**, North 37° 05' 33" East, continuing across said 80.4996 acre tract and along the east line of said 0.517 acre easement, a distance of 37.39 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the northwest corner of the herein described parcel;
- 3) **THENCE**, North 59° 21' 14" East, continuing across said 80.4996 acre tract and along the southeast line of a called 0.283 acre 16 foot sanitary sewer easement described to Guadco Municipal Utility Districts No. 1 and No. 2 recorded on September 25, 1986 in Volume 531, Page 835 of the O.P.R.C.C.T., a distance of 652.14 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the northeast corner of the herein described parcel;
- 4) **THENCE**, South 75° 43' 01" East, continuing across said 80.4996 acre tract and along the south line of a called 0.013 acre variable width utility easement described to the City of Schertz, Texas recorded on February 10, 2022 under Document Number 202206006619, a distance of 19.86 feet to the **POINT OF BEGINNING** and containing 0.2189 acre (9,534 sq. ft.) of land;



Notes:

1. The basis of bearing is "grid north". All bearings and coordinates shown are based on the Texas State Plane coordinate system, South Central Zone (4204), North American datum of 1983 (NAD 83) 2011 adjustment, epoch 2010.00
2. All coordinates and distances shown are surface and may be converted to grid by dividing the project surface adjustment factor of 1.00017.
3. All horizontal values were derived and verified by GPS (RTK) observation using the TxDot VRS network, TxDot RRP Station Guadalupe_TXSE.
4. All measurements are in US survey feet.
5. A property description of even date was prepared in conjunction with this plat.
6. Abstracting completed July 10, 2024.
7. Field surveys completed August 1, 2024.

Commitment for title insurance prepared by Alamo Title Insurance, GF No. SAT-08-4000082401326, effective date of June 23, 2024, and issued on June 28, 2024.

I hereby certify that this survey was made on the ground of the property shown hereon, under my supervision.

A handwritten signature in cursive script that reads "Amanda M. Jonas".

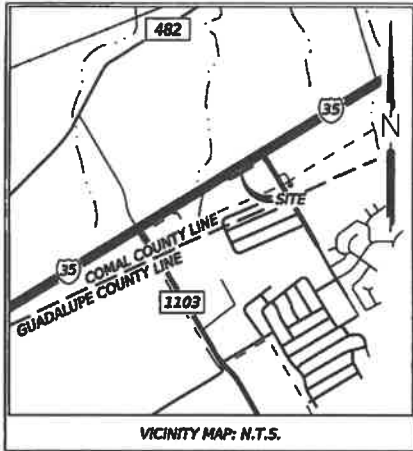
Amanda M. Jonas

Registered Professional Land Surveyor

Texas No. 7010

T.B.P.E.L.S. Surveying Firm No. 10194444

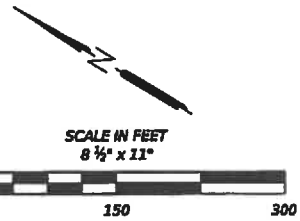




"EXHIBIT A"

CALLED 0.0342 ACRE TRACT 2 THE PURPOSE CHURCH DOC. NO. 202206042907 O.P.R.C.C.T. RECORDED SEPTEMBER 28, 2022

CALLED 4.626 ACRES TRACT 1 THE PURPOSE CHURCH DOC. NO. 202206042907 O.P.R.C.C.T. RECORDED SEPTEMBER 28, 2022



S 75°43'01" E 19.86'

P.O.C. S 81°13'01" W 73.78'

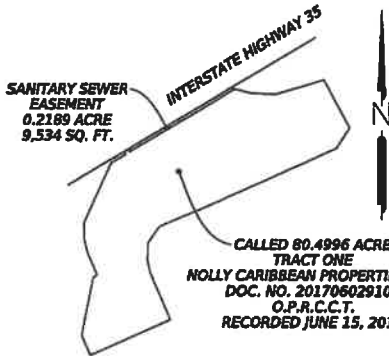
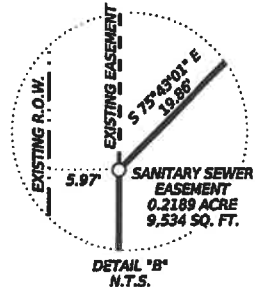
SEE DETAIL "B"

P.O.B. N: 13,779,278.15 E: 2,212,691.72

**RAFAEL GARZA SURVEY
ABSTRACT NUMBER 175**

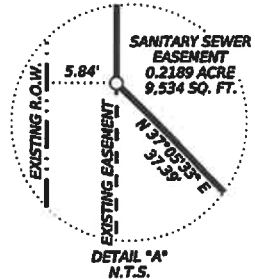
CALLED 0.283 ACRE 16' SANITARY SEWER EASEMENT GUADCO MUNICIPAL UTILITY DISTRICTS NO. 1 AND NO. 2 VOL. 531, PG. 635 O.P.R.G.C.T. RECORDED SEPTEMBER 25, 1986

CALLED 80.4996 ACRE TRACT ONE NOLLY CARIBBEAN PROPERTIES, LLC DOC. NO. 201706029109 O.P.R.C.C.T. RECORDED JUNE 15, 2017



INTERSTATE HIGHWAY 35
VARIABLE WIDTH R.O.W.

SANITARY SEWER EASEMENT 0.2189 ACRE 9,534 SQ. FT.



CALLED 0.517 ACRE VARIABLE WIDTH UTILITY EASEMENT THE CITY OF SCHERTZ, TEXAS DOC. NO. 20220606618 O.P.R.C.C.T. RECORDED FEBRUARY 10, 2022

CALLLED 80.4996 ACRE TRACT ONE NOLLY CARIBBEAN PROPERTIES, LLC DOC. NO. 201706029109 O.P.R.C.C.T. RECORDED JUNE 15, 2017

**PARENT TRACT INSET
N.T.S.**

CALLLED 0.2980 ACRE PARCEL 129 STATE OF TEXAS DOC. NO. 202206005289 O.P.R.C.C.T. RECORDED FEBRUARY 2, 2022

CALLLED 0.013 ACRE VARIABLE WIDTH UTILITY EASEMENT THE CITY OF SCHERTZ, TEXAS DOC. NO. 202206006619 O.P.R.C.C.T. RECORDED FEBRUARY 10, 2022

CALLLED 16' SANITARY EASEMENT VOL. 5, PG. 128 O.P.R.C.C.T. RECORDED SEPTEMBER 20, 1976

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT LINE
- HISTORIC RIGHT OF WAY PARCEL LINE
- FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALF ESMT"
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE, TX,SE.
4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED JULY 10, 2024.
7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.



COMMITMENT FOR TITLE INSURANCE PREPARED BY ALAMO TITLE INSURANCE, OF NO. SAT-09-4000082401326 EFFECTIVE DATE OF JUNE 23, 2024, AND ISSUED ON JUNE 28, 2024.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Amanda M. Jonas 08/08/2024
AMANDA M. JONAS DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 7010

CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

halff
100 NE INTERSTATE 410 LOOP
SUITE 701
SAN ANTONIO, TEXAS 78218
TEL (210) 786-1880
FAX (210) 786-1886
TYPED BY FROM #10222807

4615 Northwest Loop 410
San Antonio, TX 78229
210.615.1110

© 2024

**0.2189 ACRE
SANITARY SEWER EASEMENT**
PAGE 3 OF 3

FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6		RH 35
STATE	DIST.	COUNTY
TEXAS	16	COMAL
C.C.S.J.	0016	05 111
R.C.S.J.	0016	06 115

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Alamo Title Company</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p><i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>434 N Loop 1604W, Suite 3100</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>San Antonio Texas 78232</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
7	4	-	1	6	5	9	9	0	3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date March 14, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Alamo Title Company

434 N. Loop 1604W, Suite 2208, San Antonio, TX 78232
Phone: (210)499-5872 | Fax: (210)499-4097

MASTER STATEMENT

Settlement Date:
Disbursement Date:

Escrow Number: 4000082401326
Escrow Officer: TEAMOF3

Buyer: City of Schertz, Texas
1400 Schertz Parkway
Schertz, TX 78154

Seller: Nolley Caribbean Properties, LLC, a Wyoming limited liability company
300 Arcadia Dr
Pittsburgh, PA 15237

Property: Parcel 5 IH 35
Schertz, TX 78154
Being a 0.2189 acre (9,534 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of a called 80.4996 acre tract of land described as Tract 1, Comal County, Texas.

SELLER			BUYER				
\$	DEBITS	\$	CREDITS	\$	DEBITS	\$	CREDITS
			FINANCIAL CONSIDERATION				
		55,000.00	Sale Price of Property		55,000.00		
			TITLE & ESCROW CHARGES				
			eRecording Fee- Buyer FBO CSC e-Recording Services, Inc. (with 360) to Alamo Title Company		4.32		
			Escrow Fee to Alamo Title Company		500.00		
			Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association		2.00		
			Tax Cert to Alamo Title FBO National TaxNet		44.00		
			Owner's Title Insurance to Alamo Title Company		529.00		
			Policies to be issued: Owners Policy Coverage: \$55,000.00 Premium: \$529.00 Version: Owner's Policy of Title Insurance (T-1) - 2014				
			GOVERNMENT CHARGES				
			Recording Fees to Alamo Title Company FBO CSC Recording Services		45.00		
		55,000.00	Subtotals		56,124.32		
			Balance Due FROM Buyer				56,124.32
	55,000.00		Balance Due TO Seller				
	55,000.00	55,000.00	TOTALS		56,124.32		56,124.32

APPROVED and ACCEPTED

Buyer and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Buyer and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller direct. The undersigned hereby authorizes Alamo Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

Nolley Caribbean Properties, LLC, a Wyoming limited liability company

BY: _____
Ronald Ray Holley
Member

BUYER:

City of Schertz, Texas

BY: _____

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Alamo Title Company
Settlement Agent