

RESOLUTION 26-R-082

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING AND AUTHORIZING A WATER CCN TRANSFER AGREEMENT AND WATER CCN TRANSFER FROM GREEN VALLEY SPECIAL UTILITY DISTRICT TO THE CITY OF SCHERTZ TO AMEND WATER CCN BOUNDARIES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Green Valley Special Utility District (GVSUD) provides retail water service under Certificate of Convenience and Necessity (CCN) No. 10646, issued by the Public Utility Commission of Texas (PUC) to certain areas in and about Bexar, Comal, and Guadalupe Counties; and

WHEREAS, the City of Schertz provides retail water service under CCN No. 10645, issued by the PUC, to certain areas in and about Bexar, Comal, and Guadalupe Counties; and

WHEREAS, the boundaries of the GVSUD water CCN and the Schertz water CCN are adjacent to one another in various areas; and

WHEREAS, the property owners of Guadalupe County parcels 69856, 69857, and 217883 have requested water service from the City of Schertz; and

WHEREAS, the property owners of Guadalupe County parcels 69856, 69857, and 217883 have requested release from and GVSUD has agreed to a transfer of water CCN from CCN No. 10646 to City of Schertz water CCN 10645; and

WHEREAS, GVSUD and the City of Schertz are amenable to altering the boundaries of their respective water CCN service areas by transferring the subject properties contained within the boundaries of GVSUD's CCN No. 10646 to Schertz so that the properties are removed from GVSUD's CCN No. 10646 and added to Schertz's CCN No. 10645;

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

Section 1. The City Council hereby authorizes the City Manager to execute the Water CCN Transfer Agreement as provided as Exhibit A, authorizing the transfer of property from the GVSUD water CCN 10646 to City of Schertz water CCN 10645.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A
WATER CCN TRANSFER AGREEMENT

WATER CCN TRANSFER AGREEMENT

This WATER CCN TRANSFER AGREEMENT ("Agreement") is entered into this _____ day of June 2026 by and among the City of Schertz, a Texas home rule municipality ("Schertz"); GREEN VALLEY SPECIAL UTILITY DISTRICT, a Texas special utility district created pursuant to Chapter 65 of the Texas Water Code ("Green Valley"); OVSS-Cibolo LLC ("OVSS"); and David S. Marbach ("Marbach"). OVSS and Marbach may be referred to herein collectively as "Landowners". For purposes of this Agreement, Schertz, Green Valley and the Landowners may be referred to collectively as the "Parties."

The purpose of this Agreement is to recite the agreement between Green Valley and Schertz in connection with their respective water Certificates of Convenience and Necessity ("CCN") boundaries for the provision of water services to users pursuant to the Texas Water Code. The Landowners enter into and will be jointly and severally bound by this Agreement pursuant to general contract law.

RECITALS:

WHEREAS, Schertz is the holder of water CCN No. 10645, issued by the Texas Commission on Environmental Quality ("TCEQ") for the provision of retail water services to portions of Bexar, Comal, and Guadalupe Counties, the boundaries of which are more fully described in Exhibit A and attached hereto; and

WHEREAS, Green Valley is the holder of water CCN No. 10646, issued by the TCEQ, for the provision of retail water to certain areas in portions of Bexar County, Comal County, and Guadalupe County, the boundaries of which are more fully described in Exhibit B and attached hereto; and

WHEREAS, the boundaries of the Schertz CCN and the Green Valley CCN are adjacent to one another; and

WHEREAS, Landowners own a combined 13.98 acre tract of real property within Guadalupe County and more particularly described in Exhibit C (the "Transfer Property"); more particularly, OVSS owns the northeastern 5.56 acres of the Transfer Property, and Marbach owns the remaining southwestern 8.42 acres of the Transfer Property; and

WHEREAS, Landowners have requested that Green Valley transfer a portion of its water CCN No. 10646 to Schertz so that Schertz can provide retail water services to the Transfer Property;

WHEREAS, the Transfer Property is currently undeveloped, and Green Valley does not currently have any water connections, water facilities or customers within the Transfer Property, and therefore, there are no affected customers that will be transferred as part of the contract. Subsequently, no notice is required under 16 TAC §24.253(c)(1); and

WHEREAS, Schertz currently has water connections and water facilities adjacent to, or near, the Transfer Property that are located within its water CCN service area; and

WHEREAS, Schertz and Green Valley are amenable to altering the boundaries of their respective water CCN service areas by transferring the Transfer Property contained within the boundaries of Green Valley's CCN No. 10646 to Schertz so that the Transfer Property is removed from the Green Valley's CCN No. 10646 and added to Schertz's CCN No. 10645; and

WHEREAS, Owner has provided Schertz with maps and GIS data illustrating the Transfer Property, which maps and GIS data are to be included with a petition to the PUC to transfer the Transfer Property from Green Valley's CCN No. 10646 to Schertz's water CCN No. 10645; and

WHEREAS, the proposed Agreement was discussed at meetings of the Schertz city council and the Green Valley board of directors, which meetings were duly noticed and conducted in compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT:
Water CCN**

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference in this Agreement for all purposes.
2. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by Green Valley and Schertz in accordance with Texas Water Code Section 13.248.
3. **Transfer by Green Valley.** In accordance with Texas Water Code Section 13.248, but at all times subject to the approval of the PUC, Green Valley agrees to the modification of the boundaries of its water CCN No. 10646 to exclude the Transfer Property, such area to be transferred from Green Valley's water CCN No. 10646 to Schertz's water CCN No. 10645.
4. **Acceptance by Schertz.** In accordance with Texas Water Code Section 13.248, but at all times subject to the approval of the Public Utility Commission of Texas ("PUC"), Schertz agrees to the modification of the boundaries of its water CCN No. 10645 to include the Transfer Property, such area to be transferred from Green Valley's water CCN No. 10646 to Schertz's water CCN No. 10645, and Schertz expressly assumes the duty to provide continuous and adequate service to the Transfer Property in compliance with Texas Water Code Section 13.250 and all applicable PUC regulations.
5. **Party Responsibilities.** Green Valley shall be responsible for preparing and filing the application to obtain the PUC's approval of the CCN transfer of the Transfer Property between Green Valley and Schertz, and the Landowners shall be jointly and severally responsible for all costs associated with the retention of a qualified third party to prepare mapping and metadata that satisfies the PUC rules and regulations. In addition to the electronic and hard copy maps and supporting electronic metadata given to Schertz and Green Valley by Owner as referenced in the next to last recital given at the beginning of this Agreement, Owner will also give any other such

maps and electronic metadata to Schertz and Green Valley for their review, approval and use in this matter.

Landowner agrees to pay all the expenses of City of Schertz and Green Valley in connection with this transfer, including, but not limited to, the following:

- (a) legal fees for Schertz and Green Valley;
- (b) PUC administrative fees; and
- (c) fees and costs associated with preparing hard copy maps and electronic maps with supporting electronic metadata for the Transfer Property filed in connection with the PUC application, if applicable.

6. **No Compensation.** Green Valley and Schertz agree that no compensation shall be due and owing between Green Valley and Schertz in conjunction with such transfer.

7. **No Service Pending Transfer.** Schertz shall not commence providing retail water services for compensation to the Landowners or any retail customer on the Transfer Property until the PUC has authorized the CCN transfer of the Transfer Property between Green Valley and Schertz. Schertz shall not approve any documents indicating that Schertz is the retail water services provider to the Transfer Property prior to the PUC authorizing the CCN transfer of the Transfer Property between Green Valley and Schertz.

8. **No Continuing Obligation to Serve.** Schertz agrees that upon approval of the revision to its CCN boundaries by the PUC to include the Transfer Property within the boundaries of CCN No. 10645, Green Valley shall have no further obligation to provide retail water service to the Transfer Property, and that Schertz shall be solely responsible for the provision of retail water service to any owner or occupant of, or customers on, the Transfer Property under such terms and conditions as are allowed under its CCN and any applicable governmental statutes and regulations.

9. **Waiver of Claim under 7 U.S.C. § 1926(b).** The Parties agree that the water service in the CCN service area to be transferred from Green Valley to Schertz does not limit or curtail the water service provided or made available by Green Valley to the area to be transferred, or limit or curtail the water service provided or made available by Green Valley outside of the CCN service area to be transferred from GVSUD to Schertz.

General Provisions

1. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN GUADALUPE, BEXAR OR COMAL COUNTY, TEXAS, AS APPLICABLE, AND IT IS AGREED THAT ANY CIVIL ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH, SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN GUADALUPE COUNTY, TEXAS. IT IS AGREED THAT ANY ADMINISTRATIVE LAW ACTION BROUGHT TO

ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT AT THE PUC OR ITS SUCCESSOR AGENCY.

2. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
3. **Unintended Omission.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Agreement shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Amendment.** This Agreement shall not be amended or terminate except by an instrument signed by all parties to this Agreement.
5. **Entire Agreement.** This Agreement reflects the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.
6. **Non-Substantive Mapping Changes.** The Parties agree that non-substantive corrections or changes may be made to the boundaries reflected in Exhibits A through C, including but not limited to those revisions recommended by PUC Staff, to effectuate the purposes of this Agreement.
7. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed on original, and all of which together shall be construed as one and the same instrument.
8. **Amendment.** This Agreement shall not be amended or terminated except by an instrument signed by Schertz and Green Valley's duly authorized representatives.
9. **Notice.** All correspondence, communications and notices to Schertz shall be directed to:

City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With a copy to:

Denton, Navarro, Rodriguez Bernal Santee & Zech P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

Attention: T. Daniel Santee

All notices to Green Valley shall be in writing, directed to:

Green Valley SUD
Attention: General Manager
P.O. Box 99
Marion, TX 78124

With a copy to:

Terrill & Waldrop
810 W. 10th Street
Austin, Texas 78701
Attention: Shan S. Rutherford

All notices to Landowners shall be in writing, directed to:

OVSS-Cibolo LLC
c/o Olympus Ventures LLC
6600 France Avenue South, Suite 550
Minneapolis, MN 55435

David S. Marbach
21001 Old Wiederstein Rd
Cibolo, Texas 78108

With a copy to:

The Jones Law Firm PC
3724 Jefferson St., Suite 310
Austin, Texas 78731
Attention: Will Jones

When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by email are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. The Parties shall have the right from time to time to change their respective addresses, and each shall have the right

to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other Party.

10. Notice Required by PUC. Schertz and Green Valley each shall provide public notice of this Agreement by posting the agenda of its open meeting at which this Agreement is considered and approved by its governing body, in accordance with the Texas Open Meetings Act, Tex. Gov't Code Chapter 551, and by documenting the approval hereof through its official minutes. Schertz and GVSUD agree to cooperate to provide any additional form of notice require by the PUC to effectuate this Agreement.

11. Successors and Assigns. This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Parties. The Parties agree that all of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

12. Governing Law/Venue. This Agreement shall be governed, construed, and interpreted in accordance with the Constitution and laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Guadalupe County, Texas, and actions taken by any Party in connection with this Agreement shall be deemed to have occurred in Guadalupe County, Texas. It is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Guadalupe County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

13. Unintended Omission. If any punctuation, clause, word, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Agreement shall be omitted hereof, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

14. Multiple Originals. This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument. The Effective Date shall be the date on which the last party executed the Agreement.

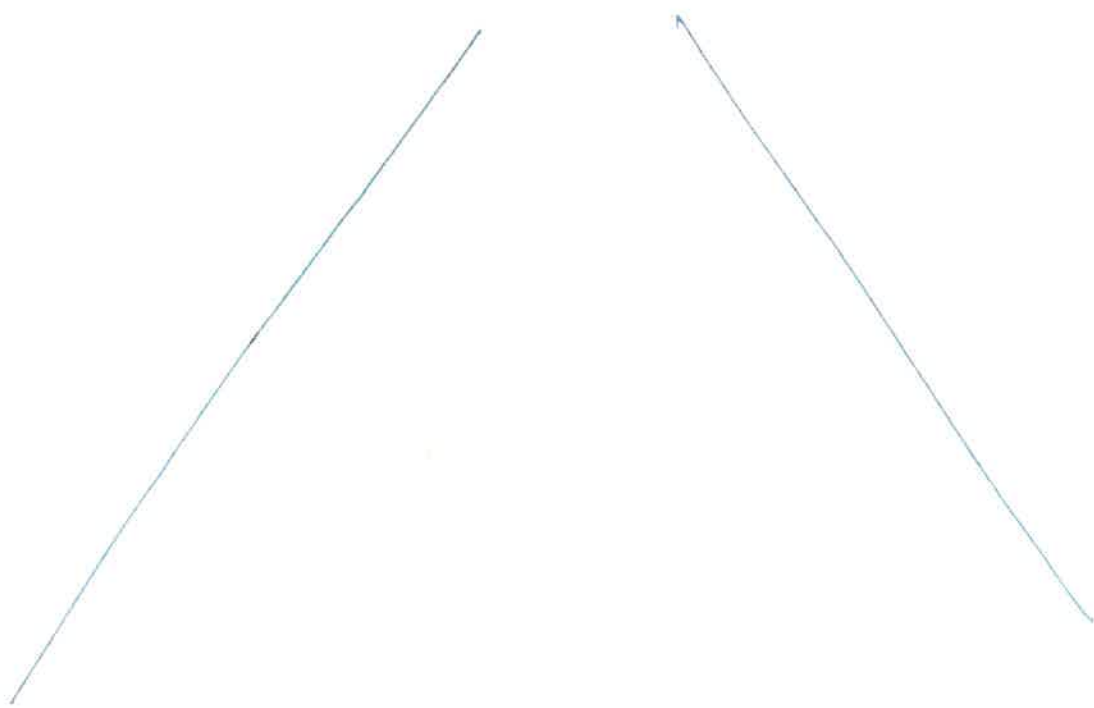
15. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

16. Enforceability. The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[The remainder of the page is intentionally left blank,]



THIS PAGE WAS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF SCHERTZ,
for itself and its municipally-owned utility

By: _____

(Printed name and office)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: _____

(Printed name and office)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

OVSS-Cibolo LLC

By: 

(Printed name and office)

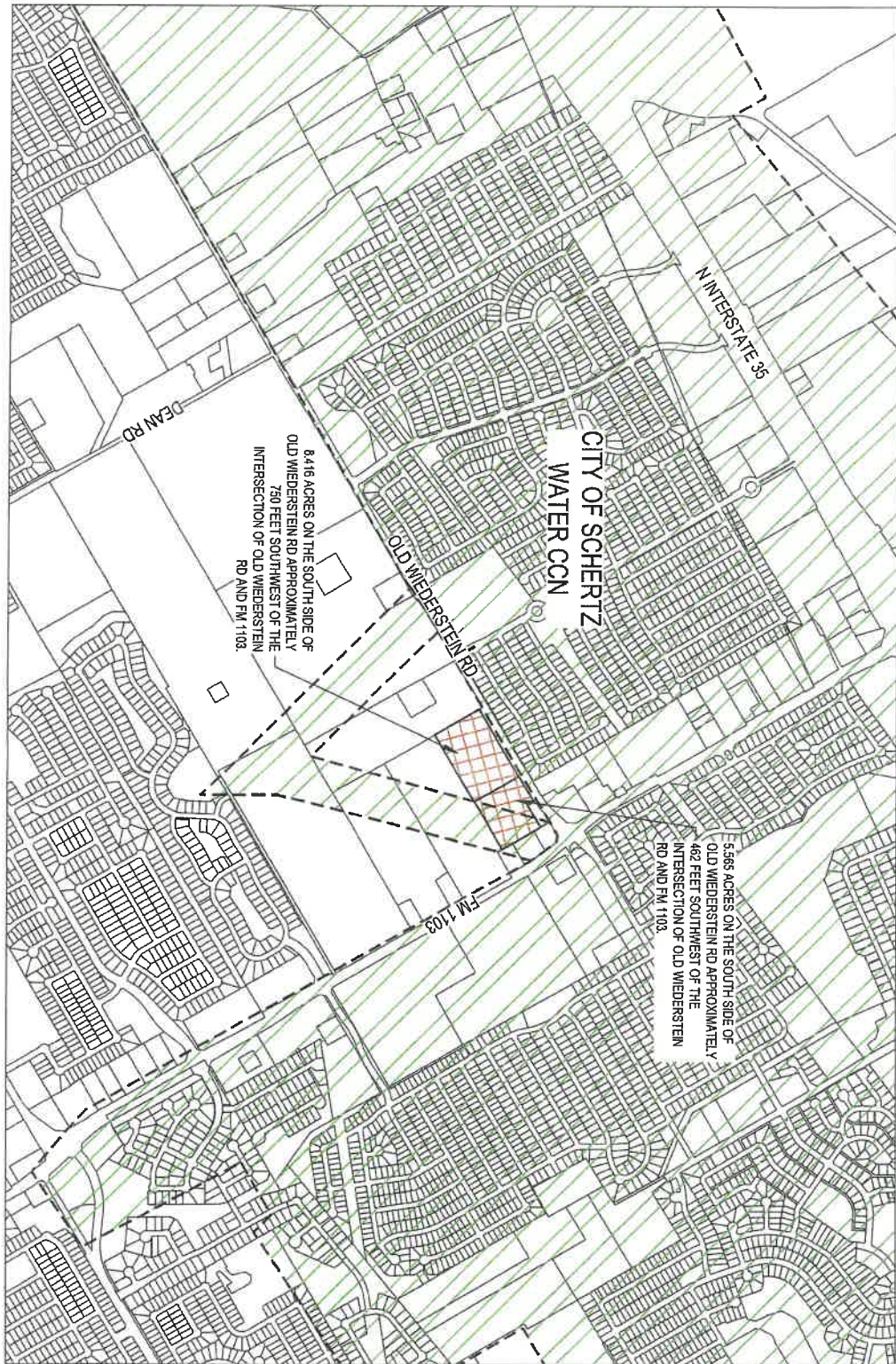
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.



DAVID S. MARBACH

EXHIBIT A

Map of City of Schertz's water CCN No. 10645



- LEGEND**
- CHAPTER 13.246 TRACT
 - EXISTING CITY OF SCHERTZ WATER CCN

EXHIBIT A
JOB NO. 3402.00
DESIGNED BY MV
CHECKED BY MAH
SHEET NO.:

MAP OF CITY OF SCHERTZ WATER
CCN NO. 10645

FOR
OLD WIEDERSTEIN COMMERCIAL SUBDIVISION
CIBOLO, TEXAS

MATKIN HOOVER
ENGINEERING
& SURVEYING

BRANCHES: 10000 BLVD STE 100
HOUSTON, TEXAS 77055
OFFICE: 281.455.1111
E-MAIL: INFO@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-148512 (SURVEY) ENG 15594 F-148512

REVISIONS
SHEET SIZE: 11" x 17"



EXHIBIT B

Map of Green Valley Special Utility District water CCN No. 10646

EXHIBIT C

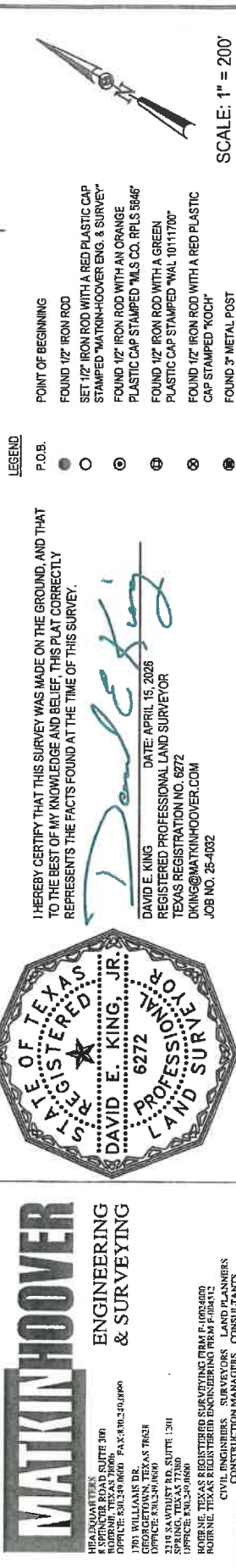
Map of the 13.98 acre Transfer Property

WATER CCN TRANSFER AGREEMENT EXHIBIT OF:

WATER CCN TRANSFER AGREEMENT EXHIBIT OF:
A 5.565 ACRE TRACT OF LAND, LOCATED IN THE J.N. RICHARDSON SURVEY NO. 102,
ABSTRACT 277, SITUATED IN THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, AND
BEING THE SAME TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO.
202599018646 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

AND

AN 8.417 ACRE TRACT OF LAND, LOCATED IN THE J.N. RICHARDSON SURVEY NO. 102, ABSTRACT 277, SITUATED IN THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 15.542 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202299003038 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



MATKINHOVER
ENGINEERING
& SURVEYING

HEADQUARTERS SUITE 300
10000 WEST 10TH AVENUE
DALLAS, TEXAS 75240
OFFICE: 502.249.0600 FAX: 502.249.0660

701 WILLIAMS DR.
GEORGETOWN, TEXAS 76858
OFFICE: 817/249-0600
319 SAWDUST RD. SUITE 1201
PRING, TEXAS 77360
OFFICE: 817/249-0600
CORP. TEXAS REGISTERED SURVEYING FIRM F-10074000
QUIRINE, TEXAS REGISTERED ENGINEERING FIRM F-00412
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSULTANTS

HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

DAVID E. KING
DATE: APRIL 15, 2026
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6272
E-KING@MATKIN-HOOVER.COM
JOB NO. 25-41032

STATE OF TEXAS
REGISTERED PROFESSIONAL
LAND SURVEYOR
DAVID E. KING, JR.
6272

SCALE: 1" = 200'

EXHIBIT C

FIELD NOTES FOR AN 8.417 ACRE TRACT OF LAND

An **8.417 acre** tract of land, located in the J.N. Richardson Survey No. 102, Abstract 277, situated in the City of Cibolo, Guadalupe County, Texas, and being a portion of a called 15.542 acre tract of land as described of record in Document No. 202299003038 of the Official Public Records of Guadalupe County, Texas. Said **8.417 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set with red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southeasterly right-of-way line of Old Wiederstein Road, a variable width public right-of-way, also being the southeast line of a called 0.97 acre tract of land as described in Volume 167, Page 119 of the Deed Records of Guadalupe County, Texas, and marking the west corner of the herein described parcel, and from which a 1/2" iron rod found for the north corner of the called 20 acres as described in Volume 453, Page 411 D.R., and the west corner of the original called 15.542 acres bears, N 30° 13' 49" W, a distance of 20.00 feet;

THENCE: Along the southeasterly right-of-way line of Old Wiederstein Road, the southeasterly line of the called 0.97 acres, and the southeasterly line of the called 0.0279 acres as described in Volume 2505, Page 230 O.P.R., the following two (2) courses and distances:

1. N 59° 47' 21" E, a distance of **552.54 feet** to a 3" metal post found for the east corner of the called 0.97 acres, and the south corner of the called 0.0279 acres, and
2. N 59° 23' 59" E, a distance of **196.09 feet** to a 1/2" iron rod set with red plastic cap stamped "Matkin Hoover Eng. & Survey" for the west corner of the called 5.565 acres as described in Document No. 202599018646 O.P.R., and marking the north corner of the herein described parcel;

THENCE: S 30° 36' 01" E, a distance of **489.61 feet**, along the southwesterly line of the called 5.565 acres to a 1/2" iron rod set with red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northwesterly line of the called 19.129 acres as described in Document No. 202299013784 O.P.R. and the southeasterly line of the original called 15.542 acres, for the south corner of the called 5.565 acres, and marking the east corner of the herein described parcel;

THENCE: S 59° 44' 55" W, a distance of **751.78 feet**, along the common line between said remaining portion of the 15.542 acre tract and said 19.129 acre tract, to a 1/2" iron rod found with green plastic cap stamped "MLS CO. RPLS 5846" in the northeasterly line of the called 20 acres for the west corner of the called 19.129 acres, the south corner of the original called 15.542 acres, and marking the south corner of the herein described parcel;

THENCE: N 30° 13' 49" W, a distance of **488.80 feet**, along the northeasterly line of the called 20 acres, back to the **POINT OF BEGINNING** and containing **8.417 acres** of land situated in the City of Cibolo, Guadalupe County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in April, 2025. Scale factor: 1.0001597779.



Job # 25-4032 8.417 Acres
Date: April 15, 2026

EXHIBIT C**FIELD NOTES FOR A 5.565 ACRE TRACT OF LAND**

A **5.565 acre** tract of land, located in the J.N. Richardson Survey No. 102, Abstract 277, situated in the City of Cibolo, Guadalupe County, Texas, and being a portion of a called 15.542 acre tract of land as described of record in Document No. 202299003038 of the Official Public Records of Guadalupe County, Texas. Said **5.565 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "MLS Co. RPLS 5846" in the southeasterly right-of-way line of Old Wiederstein Road, a variable width public right-of-way, also being the southeast line of a called 0.279 acre tract of land as described in Volume 2505, Page 230 of the Official Public Records of Guadalupe County, Texas, for the most westerly corner and a point of curvature of Lot 1, Block 1 of the QT 4031 Addition, a subdivision plat of record in Document No. 202399025345 of the Official Public Records of Guadalupe County, Texas and for a northerly corner of the tract described herein;

THENCE: Departing the southeasterly right-of-way line of Old Wiederstein Road and with the westerly lines of said QT 4031 Addition, the following two (2) courses:

1. **S 30° 25' 08" E**, a distance of **73.88 feet** to a found $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "MLS Co. RPLS 5846" for corner, and
2. **N 59° 34' 52" E**, a distance of **253.69 feet** to a found $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "MLS Co. RPLS 4612" for a westerly interior corner of said Lot 1, in the east line of said 15.542 acre tract and for the northeast corner of the tract described herein;

THENCE: **S 30° 00' 25" E**, with the common line between said Qt 4031 Addition and said 15.542 acre tract, a distance of **418.27 feet** to a found $\frac{1}{2}$ " iron rod with a green plastic cap stamped "WAL 10111700" for a northerly corner of a called 19.129 acre tract of land as described of record in Document No. 202299013784 of the Official Public Records of Guadalupe County, Texas, for the southeast corner of said remaining portion of the 15.542 acre tract and the tract described herein;

THENCE: **S 59° 44' 55" W**, with the common line between said remaining portion of the 15.542 acre tract and said 19.129 acre tract, a distance of **529.24 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a green plastic cap stamped "WAL 10111700" for the most westerly corner of said 19.129 acre tract, and in the northeast line of a called 20.000 acre tract of land as described of record in Volume 453, Page 411 of the Deed Records of Guadalupe County, Texas bears, **S 59° 44' 55" W**, a distance of 751.78 feet;

THENCE: **N 30° 36' 01" W**, into said 15.542 acre tract, a distance of **489.61 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point in the southeasterly right-of-way line of Old Wiederstein Road, southeast line of a called 0.279 acre tract of land as described and conveyed to city of Schertz of record in Volume 2505, Page 230 of the Official Public Records of Guadalupe County, Texas and for the northwest corner of the tract described herein;

THENCE: With the occupied southeasterly right-of-way line of Old Wiederstein Road and the southeast line of said 0.279 acre tract, the following two (2) courses:

1. **N 59° 23' 59" E**, a distance of **267.76 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature, and
2. With a tangent curve to the left having a radius of **793.00 feet**, an arc length of **12.35 feet**, a delta angle of **0° 53' 32"** and a chord bears, **N 58° 57' 13" E**, a distance of **12.35 feet** to the **POINT OF BEGINNING** and containing **5.565 acres** of land situated in the City of Cibolo, Guadalupe County, Texas.

EXHIBIT C

ENGINEERING
& SURVEYING

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in April, 2025. Scale factor: 1.0001597779.



Job # 25-4032 5.565 Acres

Date: July 3, 2025