



January 28, 2022

Attn: Jacques Blanchette, Tyler County Judge

Tyler County Courthouse  
100 W. Bluff, Room 102  
Woodville, Texas 75979  
(Via email: [judge@co.tyler.tx.us](mailto:judge@co.tyler.tx.us))

**Re: LAKELAND RANCH SECTION ONE  
Subdivision Plat  
Engineer's Recommendation**

Dear Judge Blanchette,

Acting in the capacity of the Tyler County Engineer, Goodwin-Lasiter-Strong has reviewed the Subdivision Plat for LAKELAND RANCH SECTION ONE for compliance with the Tyler County Subdivision Regulations. We recommend APPROVAL of the application.

The following were considered in our review:

- Plat and other documents by email from [jblacksher@co.tyler.tx.us](mailto:jblacksher@co.tyler.tx.us) on 11/8/21.
- Resubmittal by two emails from [eg@skge.com](mailto:eg@skge.com) on 12/3/21.
- Final documents by two emails from [eg@skge.com](mailto:eg@skge.com) on 12/6/21.
- Tax receipt by email from [jblacksher@co.tyler.tx.us](mailto:jblacksher@co.tyler.tx.us) on 12/21/21
- Revised plat by email from [eg@skge.com](mailto:eg@skge.com) on 12/22/21
- Miscellaneous documents related to water service by email from [signor@me.com](mailto:signor@me.com) on 12/22/21
- Bond by email from [gateswalcott@gmail.com](mailto:gateswalcott@gmail.com) on 12/27/21
- Entergy Will Serve Letter from [jblacksher@co.tyler.tx.us](mailto:jblacksher@co.tyler.tx.us) on 12/28/21
- The following items by email from [eg@skge.com](mailto:eg@skge.com) on 1/18/22
  - Revised plan sheets ST3, ST6, & ST12 specifying use of 72" CMP culverts in lieu of box culverts and span bridge
  - Revised hydraulic calculations for 72" CMP culvert crossings
- Bond and Letter of Credit documents by email from [signor@me.com](mailto:signor@me.com) on 1/26/22
- Sealed Engineer's Opinion of Probable Costs received by email from [eg@skge.com](mailto:eg@skge.com) on 1/27/22

The most current submitted documents are attached hereto.

Based on Entergy's Will Serve Letter dated 12/27/21, I have assumed that there will be no charge to the developer from Entergy.



GOODWIN • LASITER • STRONG

ENGINEERING • ARCHITECTURE • SURVEYING  
LANDSCAPE ARCHITECTURE • INTERIOR DESIGN

LUFKIN • TYLER • GROESBECK • BRYAN/COLLEGE STATION  
www.glstexas.com

The Court's order approving the application will need to specify that the Water Utilities work guaranteed by the Letter of Credit is to be completed within 24 months following the Court's approval of the application or by February 25, 2024 (expiration date of the Letter of Credit), whichever is sooner.

The Court order approving the application will also need to specify that financial guarantees for maintenance are to be provided for all of the streets, roads, drainage structures, and drainage ditches and channels in accordance with the Tyler County Subdivision Regulations.

Our approval recommendation is contingent on satisfactory outcomes of the following checks by the County:

1. We have verified that the submitted copy of the bond meets the County's requirements. The County will need to confirm that the Bond which you receive by overnight service is an original and matches the attached document.
2. We recommend that the County consult a qualified person to review the Letter of Credit to confirm that it meets the County's requirements.
3. Verified that the proposed subdivision name does not conflict with other subdivisions in the County.

Should you have any questions or concerns, let us know.

Sincerely,



01/28/22

Cc: Stevan Sturrock, Precinct 2 Commissioner [sturrock@co.tyler.tx.us](mailto:sturrock@co.tyler.tx.us)  
Joe Blacksher, Precinct 1 Commissioner [jblacksher@co.tyler.tx.us](mailto:jblacksher@co.tyler.tx.us)  
Gates Walcott, [gateswalcott@gmail.com](mailto:gateswalcott@gmail.com)  
Clay Signor, [signor@me.com](mailto:signor@me.com)  
Ethan George, [eg@skge.com](mailto:eg@skge.com)  
Jeremy Overby, [joverby@glstexas.com](mailto:joverby@glstexas.com)

**SKG**  
**ENGINEERING, LLC**  
FIRM REGISTRATION NUMBER F-7608  
**SURVEYING ♦ ENVIRONMENTAL ♦ LAB/CMT**

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288  
FAX: 325.657.8189

Lakeland Ranch – Section One  
Construction Schedule

<b>Event</b>	<b>Date Begin</b>	<b>Date End</b>
Clearing new roadways	11/1/2021	12/15/2021
Road preparation	12/13/2021	12/23/2021
Installation of culverts and crossings	12/27/2021	1/10/2022
Utility Installation	12/13/2021	1/30/2022
Road grading and base	1/2/2022	2/10/2022
Paving	2/10/2022	2/20/2022
Cleanup and sign installation	2/10/2022	2/30/2022

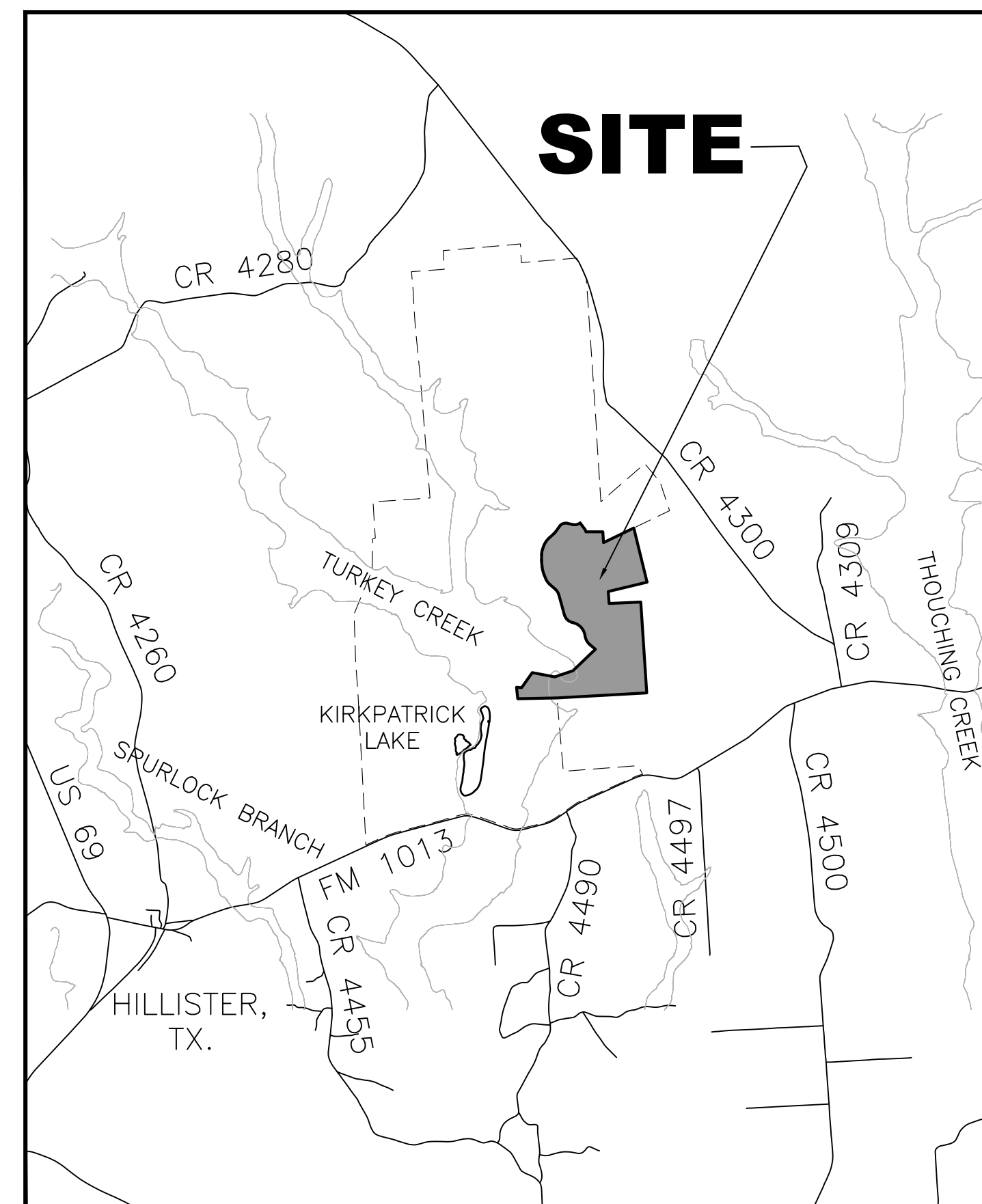
# SITE DEVELOPMENT PLANS FOR LAKELAND RANCH SECTION ONE

## TYLER COUNTY, TEXAS

**OWNER:**  
LAKELAND RANCH, LLC  
CLAY SIGNOR  
761 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

**GENERAL CONTRACTOR:**

**CIVIL ENGINEER:**  
SKG ENGINEERING, LLC  
706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
325.655.1288



### TABLE OF CONTENTS:

- ST1 LAKELAND DRIVE 0+00 TO 14+00
- ST2 LAKELAND DRIVE 14+00 TO 28+00
- ST3 LAKELAND DRIVE 28+00 TO 42+00
- ST4 LAKELAND DRIVE 42+00 TO 56+00
- ST5 LAKELAND DRIVE 56+00 TO 67+00
- ST6 LAKELAND DRIVE 67+00 TO 81+00
- ST7 LAKELAND DRIVE 81+00 TO 95+00
- ST8 LAKELAND DRIVE 95+00 TO 109+00
- ST9 LAKELAND DRIVE 109+00 TO 121+00
- ST10 EAST LAKELAND COURT 0+00 TO 14+00
- ST11 EAST LAKELAND COURT 14+00 TO 22+00
- ST12 LAKELAND LOOP 0+00 TO 11+00
- ST13 LAKELAND LOOP 11+00 TO 22+00
- ST14 LAKELAND LOOP 22+00 TO 33+00
- ST15 LAKELAND LOOP 33+00 TO 45+00
- M1 UTILITY DETAILS
- M2 STREET DETAILS



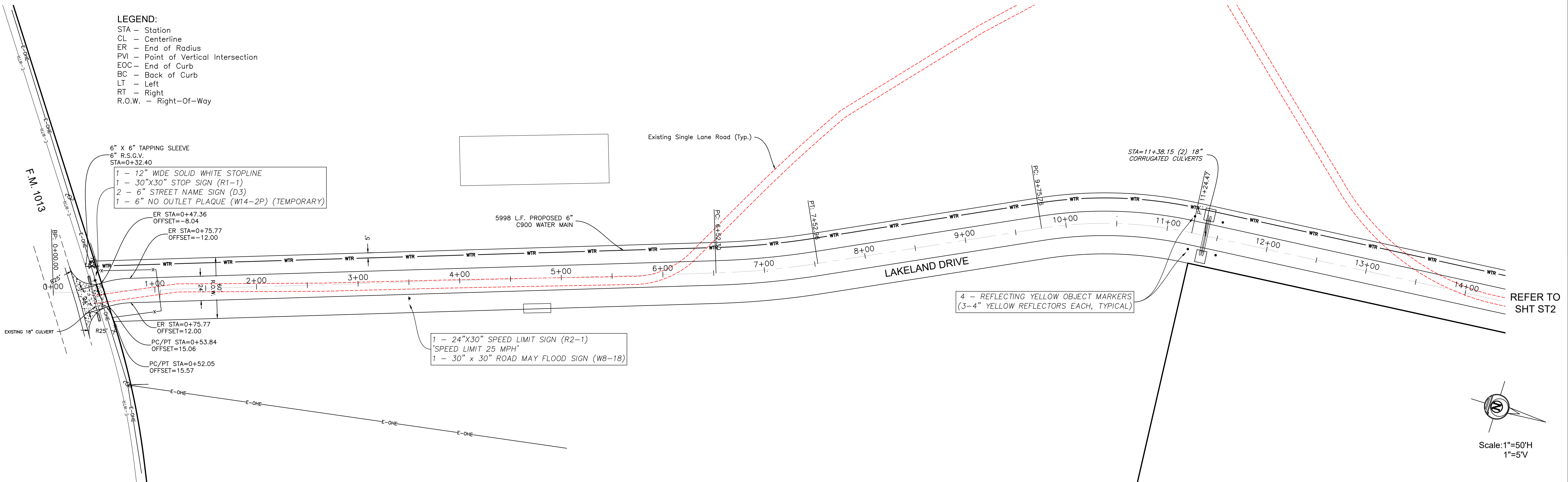
LAKELAND RANCH, LLC  
CLAY SIGNOR  
761 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS

COVER SHEET

REVISIONS	
DWG. BY: DLH	DWG. DATE: DEC. 3, 2021
JOB NO: 21-E-1353	SHEET NO: C0.0
SCALE: NONE	

- LEGEND:**  
 STA - Station  
 CL - Centerline  
 ER - End of Radius  
 PVI - Point of Vertical Intersection  
 EOC - End of Curb  
 BC - Back of Curb  
 LT - Left  
 RT - Right  
 R.O.W. - Right-Of-Way



Scale: 1"=50'H  
 1"=5'V

**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY  
 706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

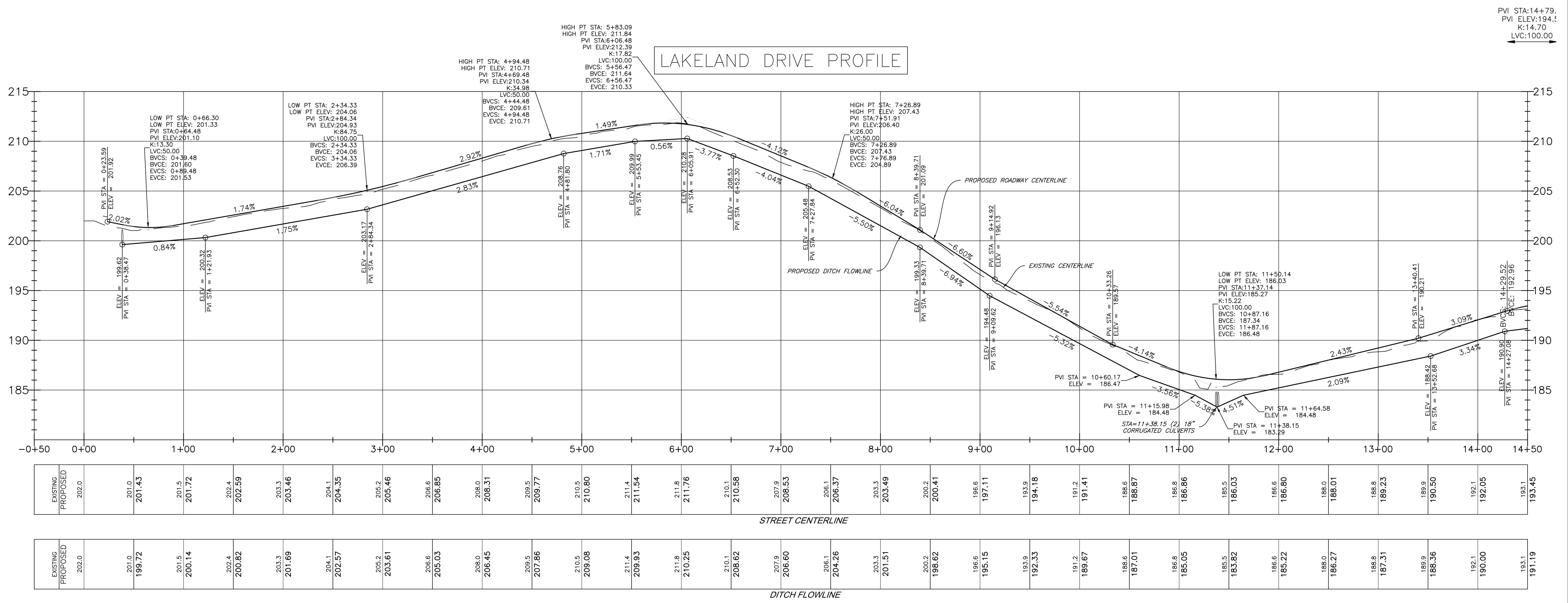
**RUSSELL T. GULLY**  
 87727  
 LICENSED PROFESSIONAL ENGINEER  
 STATE OF TEXAS

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #7-7688 DEC. 3, 2021

LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

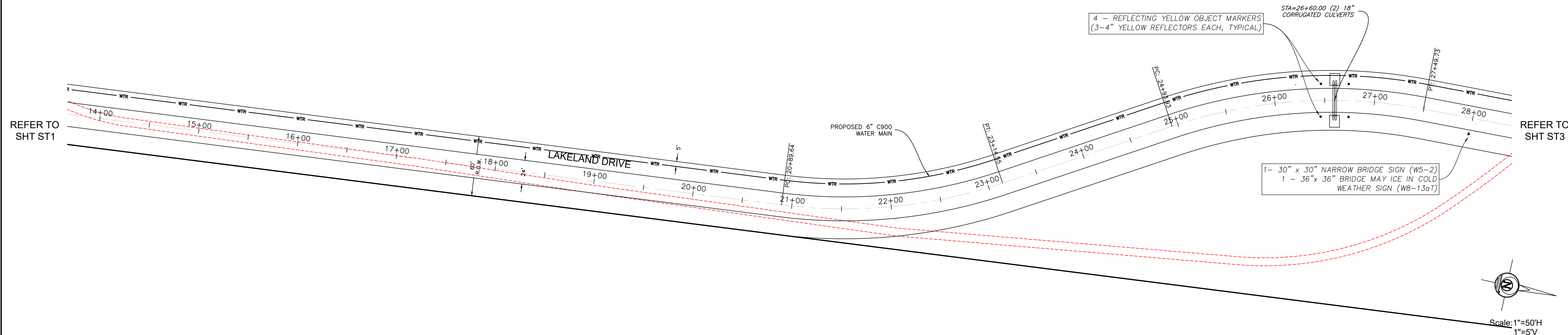
**LAKELAND RANCH SECTION ONE**  
**TYLER COUNTY, TEXAS**

**LAKELAND DRIVE PLAN/PROFILE**

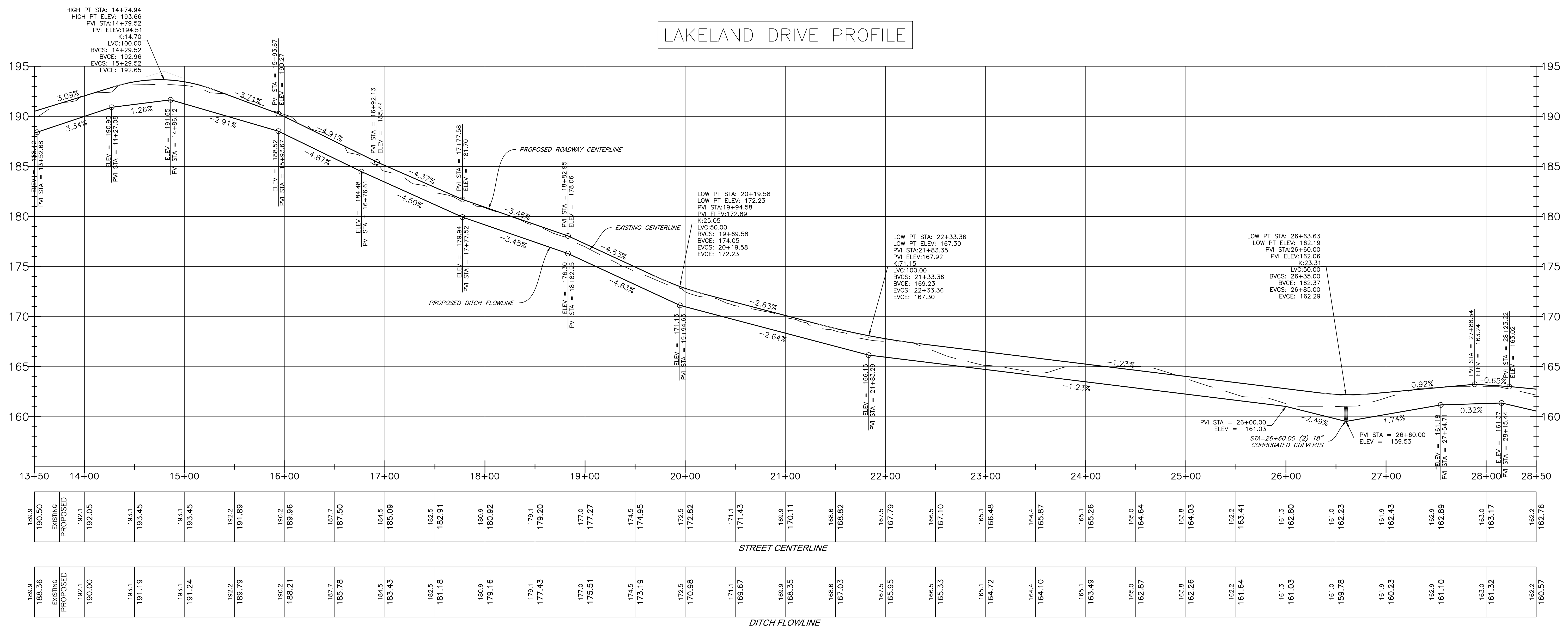


REVISIONS


DWG BY: DLH      DWG DATE: DEC. 3, 2021  
 JOB NO: 21-E-1353      SHEET NO: ST1  
 SCALE: 1"=50'



LAKELAND DRIVE PROFILE



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY  
 708 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #7-7688 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS

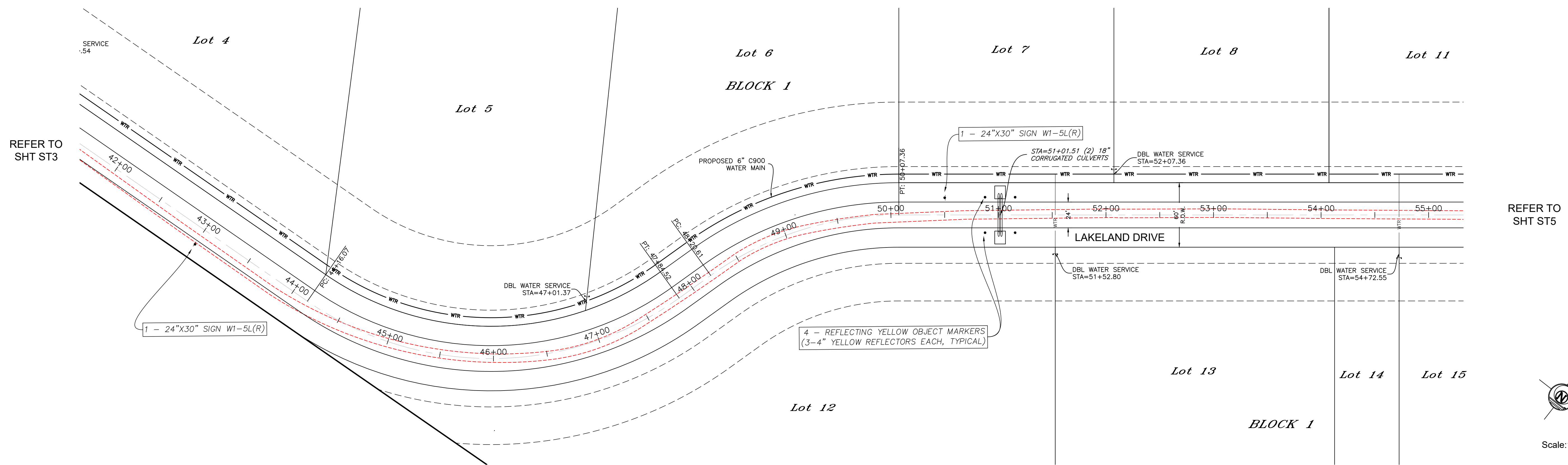
LAKELAND DRIVE  
 PLAN/PROFILE

REVISIONS

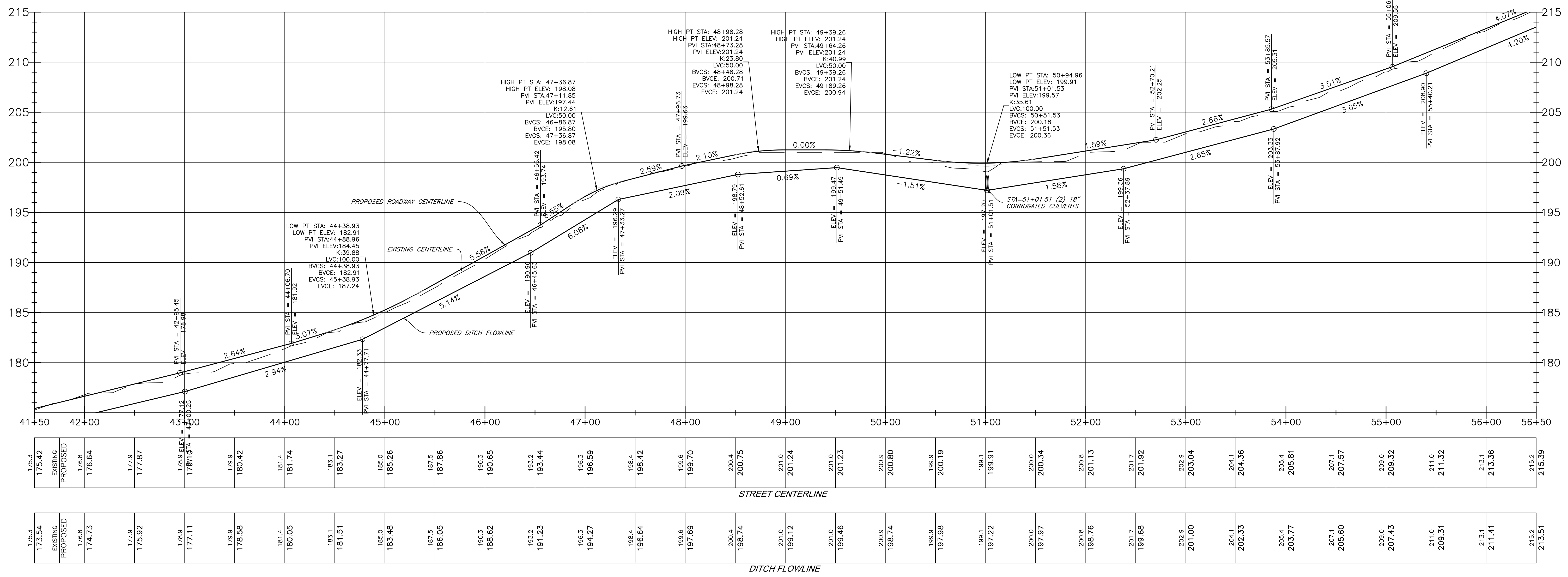
NO.	DATE	DESCRIPTION

DWG. BY: DLH      DWG. DATE: DEC. 3, 2021  
 JOB NO. 21-E-1353      SHEET NO. ST2  
 SCALE: 1"=50'

N:\Engineering\2021\21E1353 Gates Walcott\_Tyler County Plat\CIVIL.dwg



LAKELAND DRIVE PROFILE



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY

706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #7-7608 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

**LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS**

LAKELAND DRIVE  
 PLAN/PROFILE

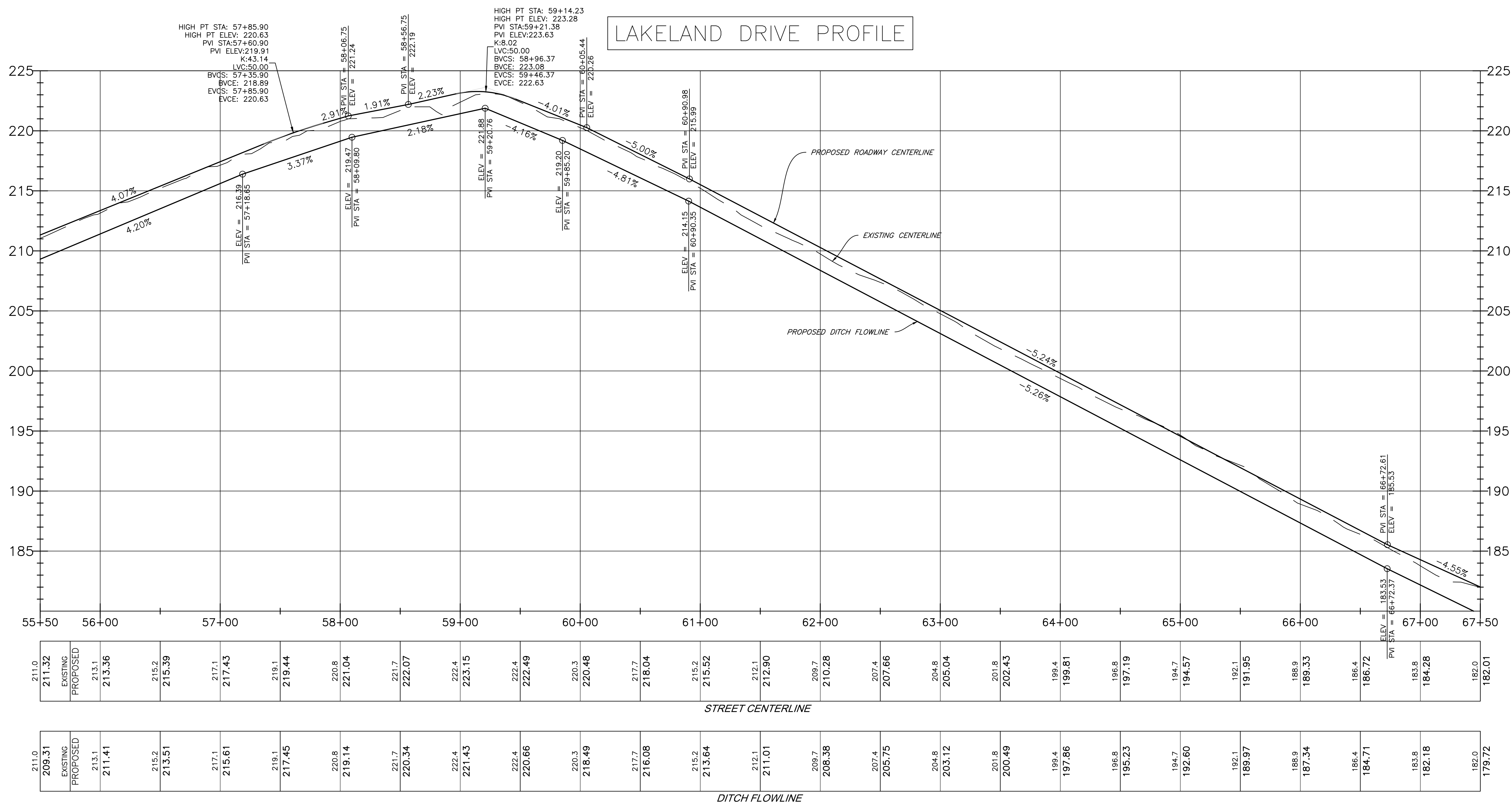
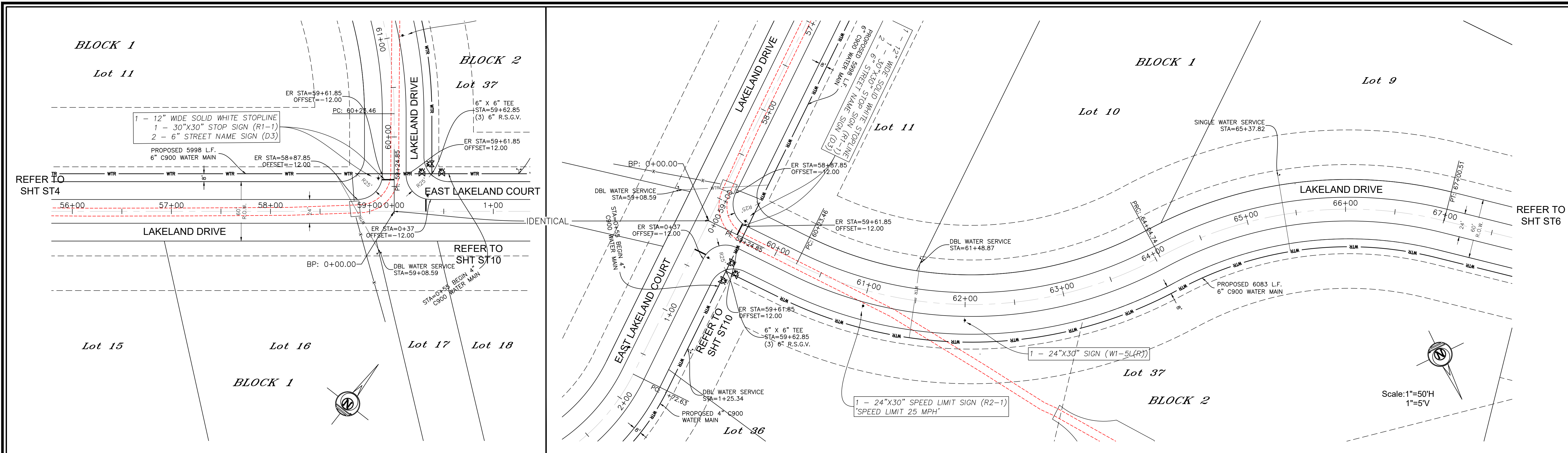
REVISIONS

NO.	DATE	DESCRIPTION

DWG. BY: DLH  
 DWG. DATE: DEC. 3, 2021

JOB NO. 21-E-1353  
 SHEET NO. ST4

SCALE: 1"=50'



**SKG ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1288  
FAX: 325.657.8188  
FIRM REGISTRATION NUMBER F-7608  
WWW.SKG.COM

RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY  
RUSSELL T. GULLY, P.E. 87727  
SKG ENGINEERING, LLC #F-7608  
DEC. 3, 2021

LAKELAND RANCH, LLC  
CLAY SIGNOR  
781 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

**LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS**

LAKELAND DRIVE  
PLAN/PROFILE

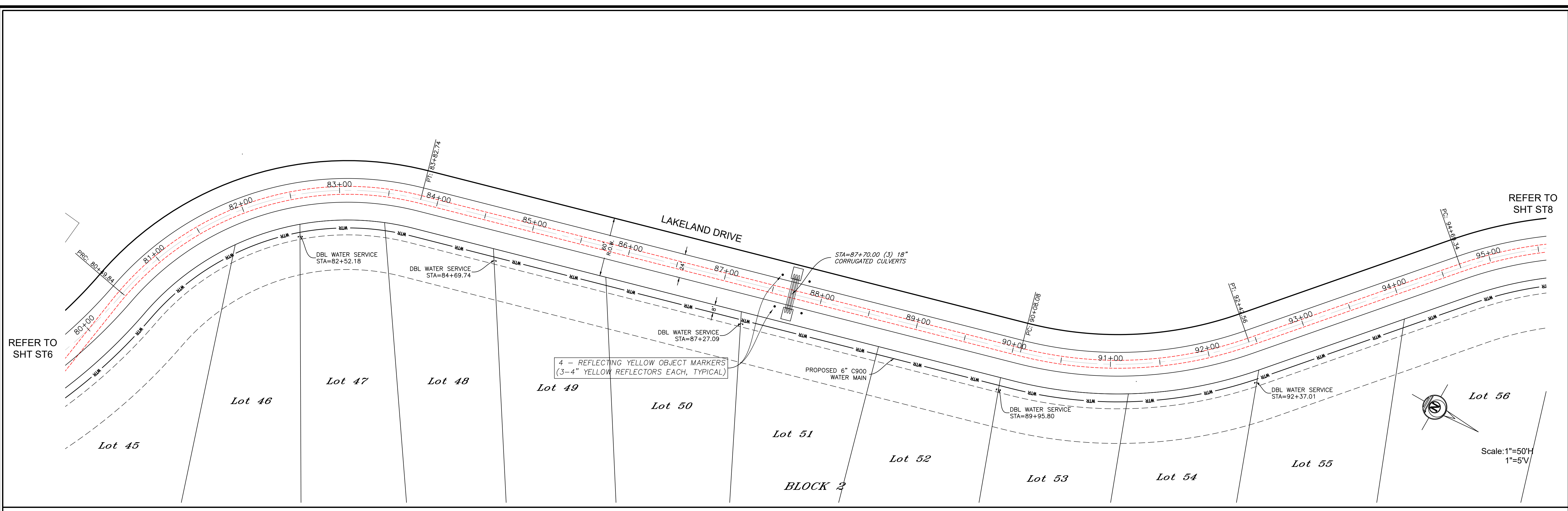
REVISIONS

NO.	DATE	DESCRIPTION

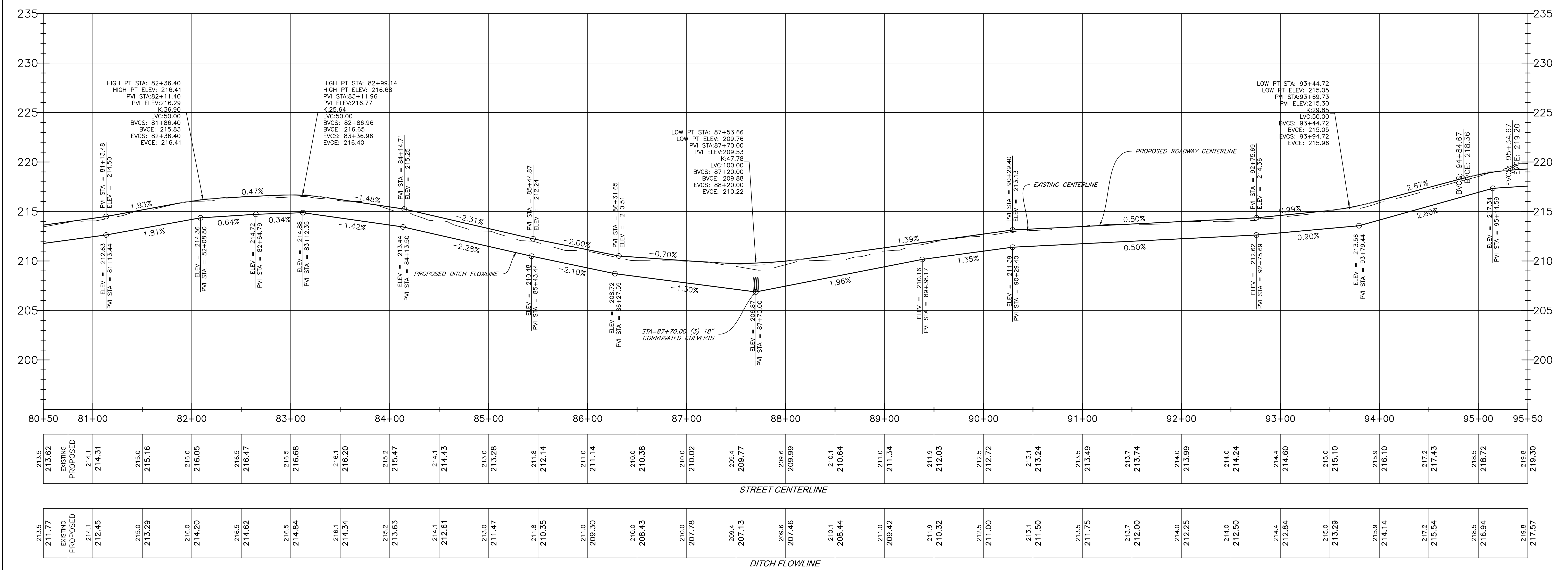
DWG BY: DLH      DWG DATE: DEC. 3, 2021  
JOB NO. 21-E-1353      SHEET NO. ST5  
SCALE: 1"=50'

N:\Engineering\2021\21E1353 Gates Walcott\_Tyler County Plat\CIVIL.dwg





LAKELAND DRIVE PROFILE



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY  
 708 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #F-7608 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

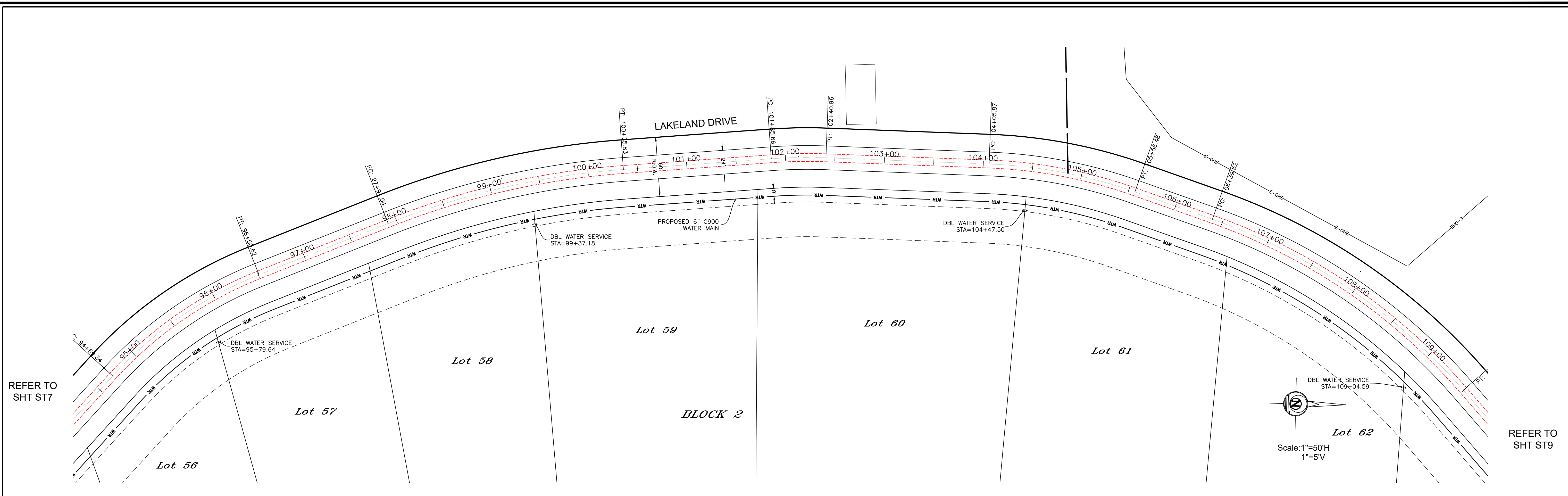
LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS

LAKELAND DRIVE  
 PLAN/PROFILE

REVISIONS


DWG BY: DLH      DWG DATE: DEC. 3, 2021  
 JOB NO: 21-E-1353      SHEET NO: ST7  
 SCALE: 1"=50'



**SKG ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY

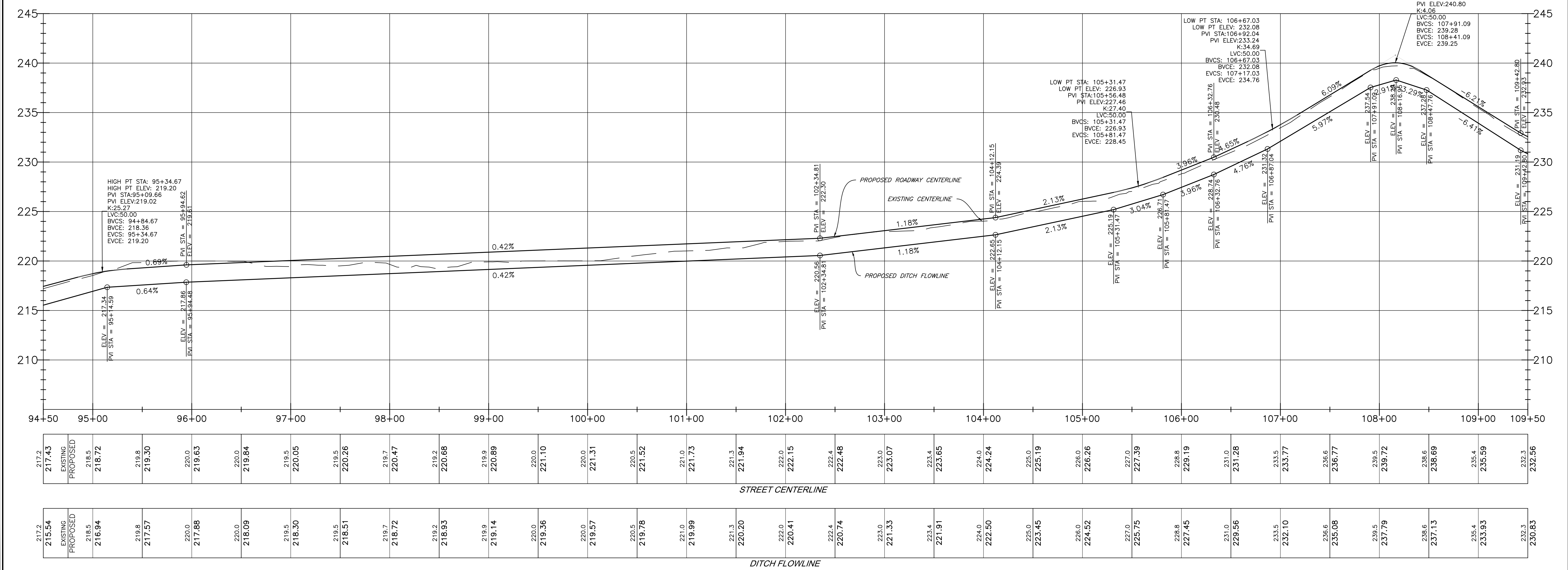
706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1288  
FAX: 325.657.8189  
www.skg.com

STATE OF TEXAS  
RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC 07-17-2021 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

LAKELAND RANCH, LLC  
CLAY SIGNOR  
781 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

LAKELAND DRIVE PROFILE

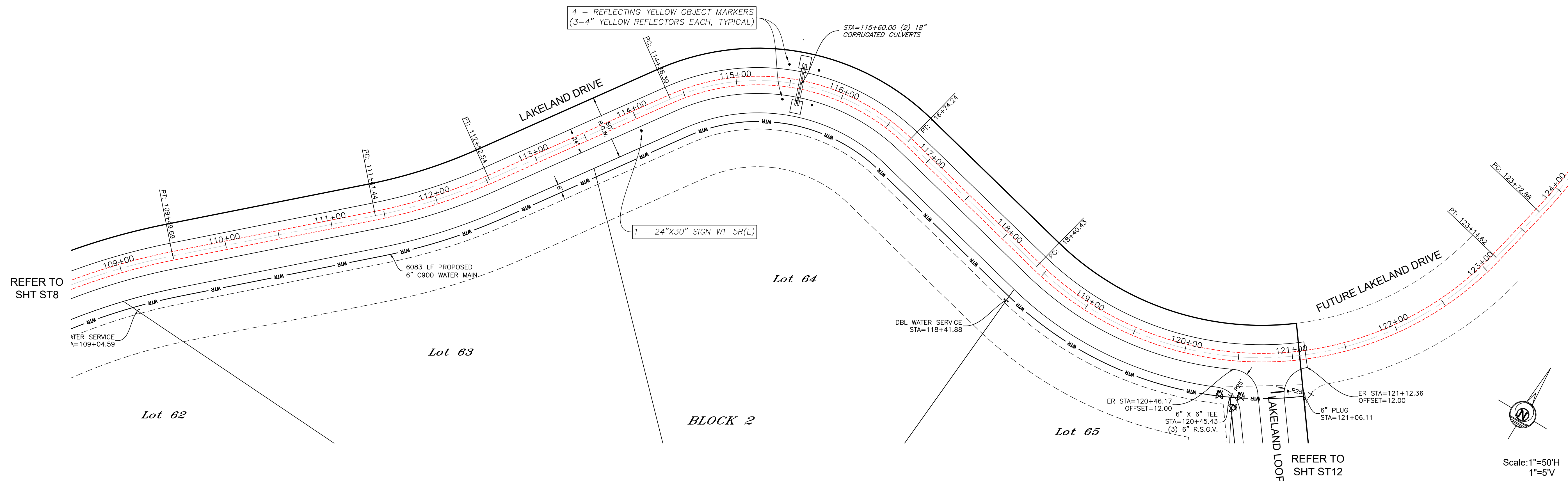


LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS

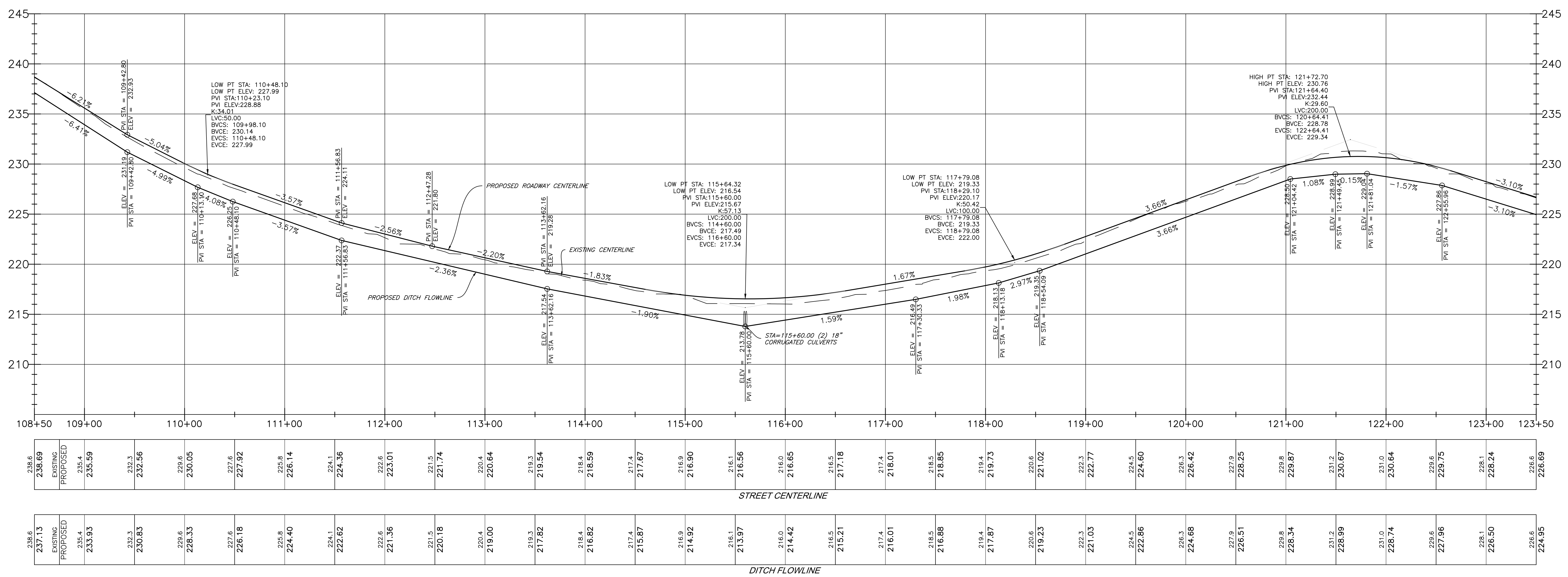
LAKELAND DRIVE  
PLAN/PROFILE

REVISIONS

DWG BY: DLH	DWG DATE: DEC. 3, 2021
JOB NO: 21-E-1353	SHEET NO: ST8
SCALE: 1"=50'	



LAKELAND DRIVE PROFILE



**SKG ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY

708 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1288  
FAX: 325.657.8188  
www.skg.com

STATE OF TEXAS  
RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC 07-7668 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

LAKELAND RANCH, LLC  
CLAY SIGNOR  
781 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

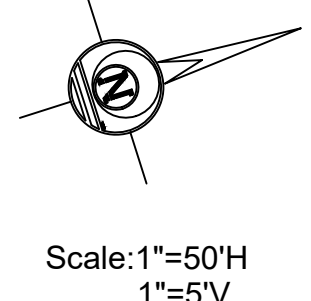
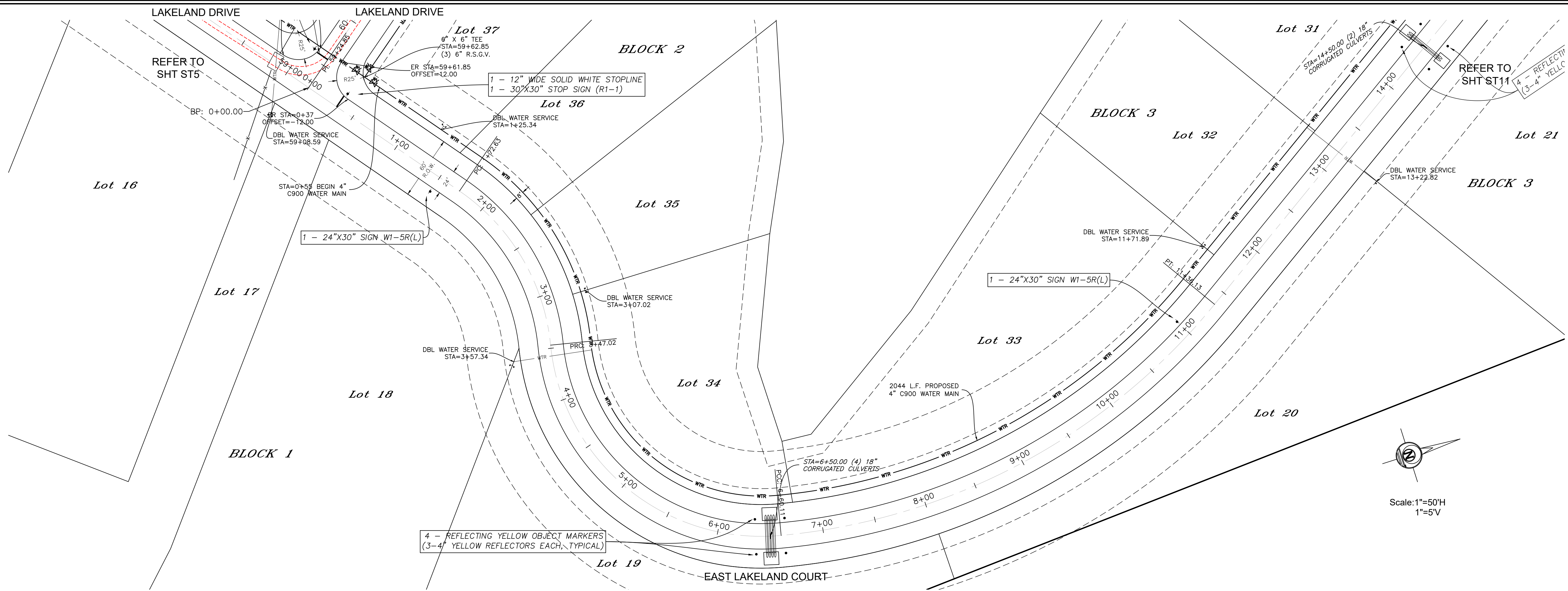
LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS

LAKELAND DRIVE  
PLAN/PROFILE

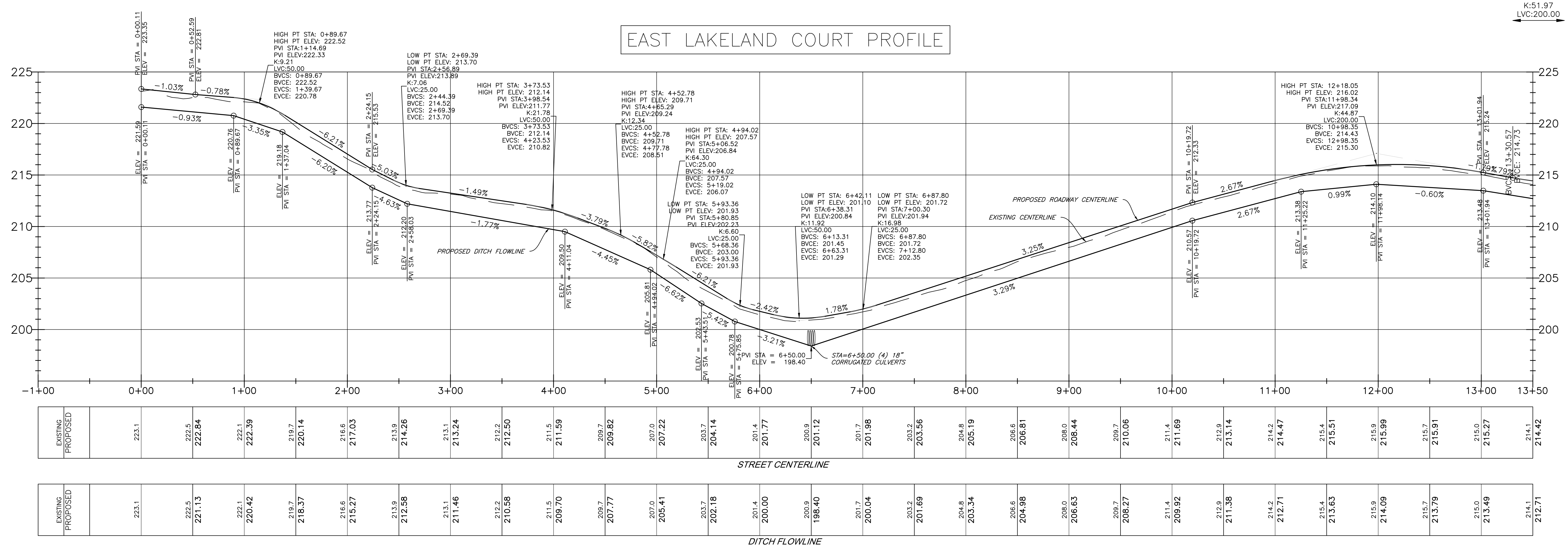
REVISIONS

NO.	DATE	DESCRIPTION

DWG. BY: DLH      DWG. DATE: DEC. 3, 2021  
JOB NO. 21-E-1353      SHEET NO. ST9  
SCALE: 1"=50'



EAST LAKELAND COURT PROFILE



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY  
 706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #17-7608 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

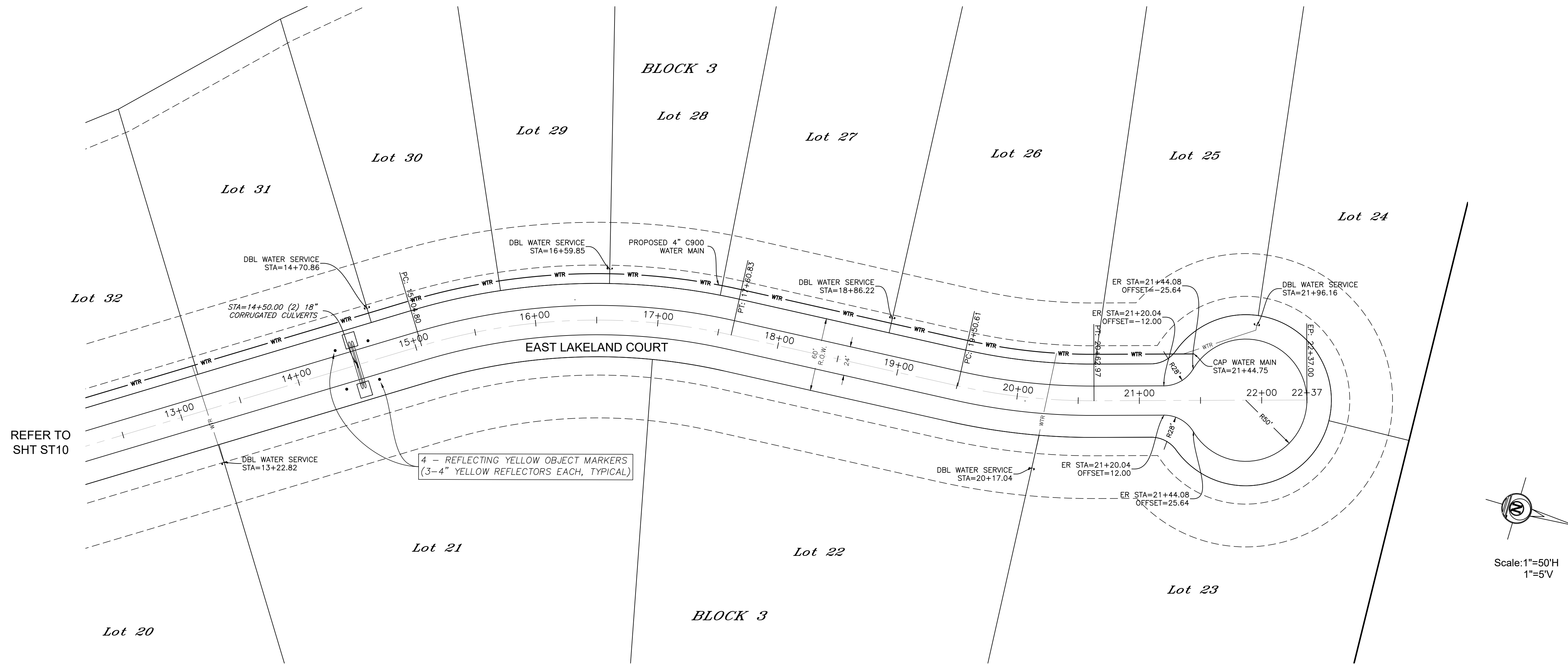
LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS

EAST LAKELAND COURT  
 PLAN/PROFILE

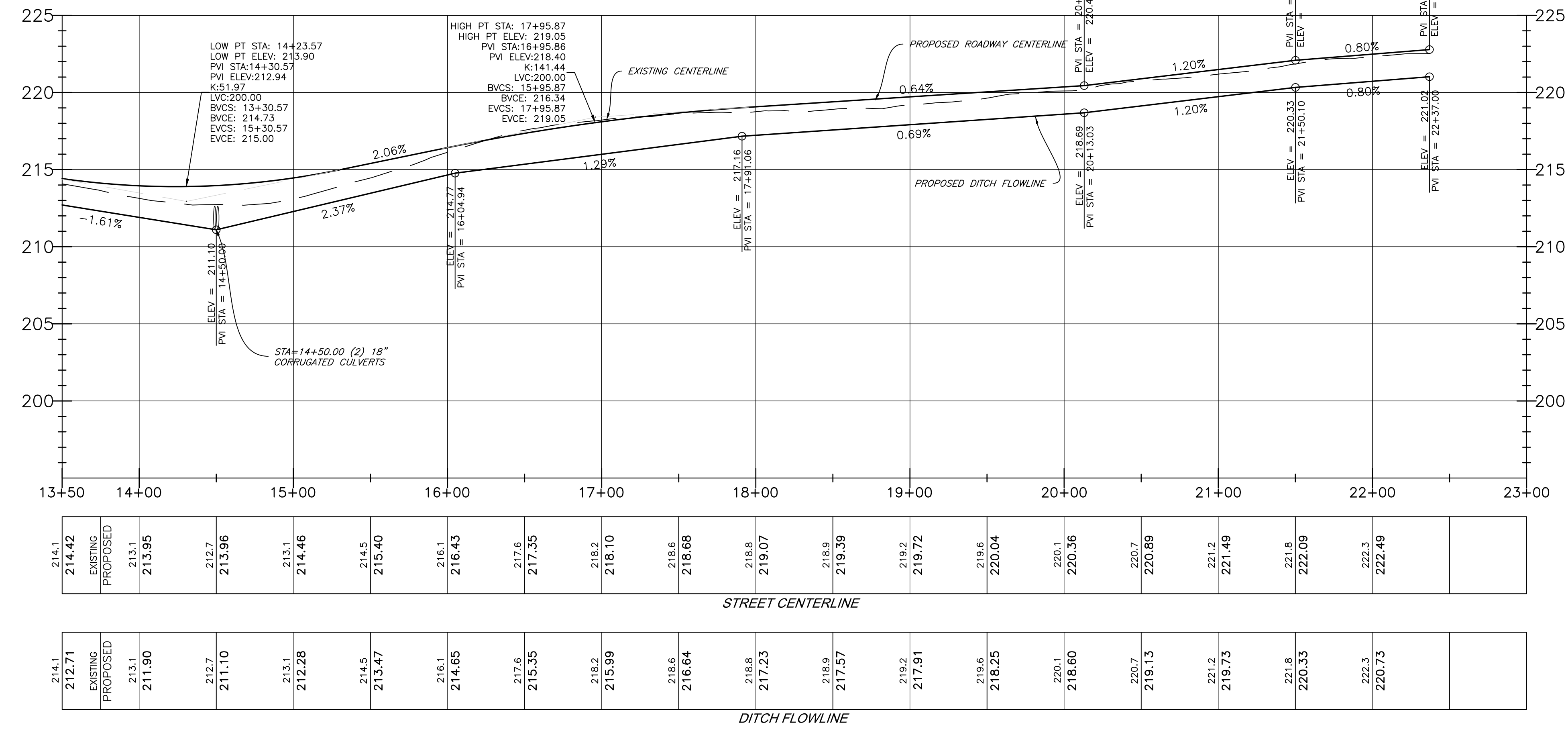
REVISIONS

NO.	DATE	DESCRIPTION

DWG. BY: DLH      DWG. DATE: DEC. 3, 2021  
 SHEET NO. 21-E-1353      SHEET NO. ST10  
 SCALE: 1"=50'



EAST LAKELAND COURT PROFILE



**SKG ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY

708 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1288  
FAX: 325.657.8188  
FIRM REGISTRATION NUMBER F-7608  
www.skg.com

STATE OF TEXAS  
RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #F-7608 DEC. 3, 2021

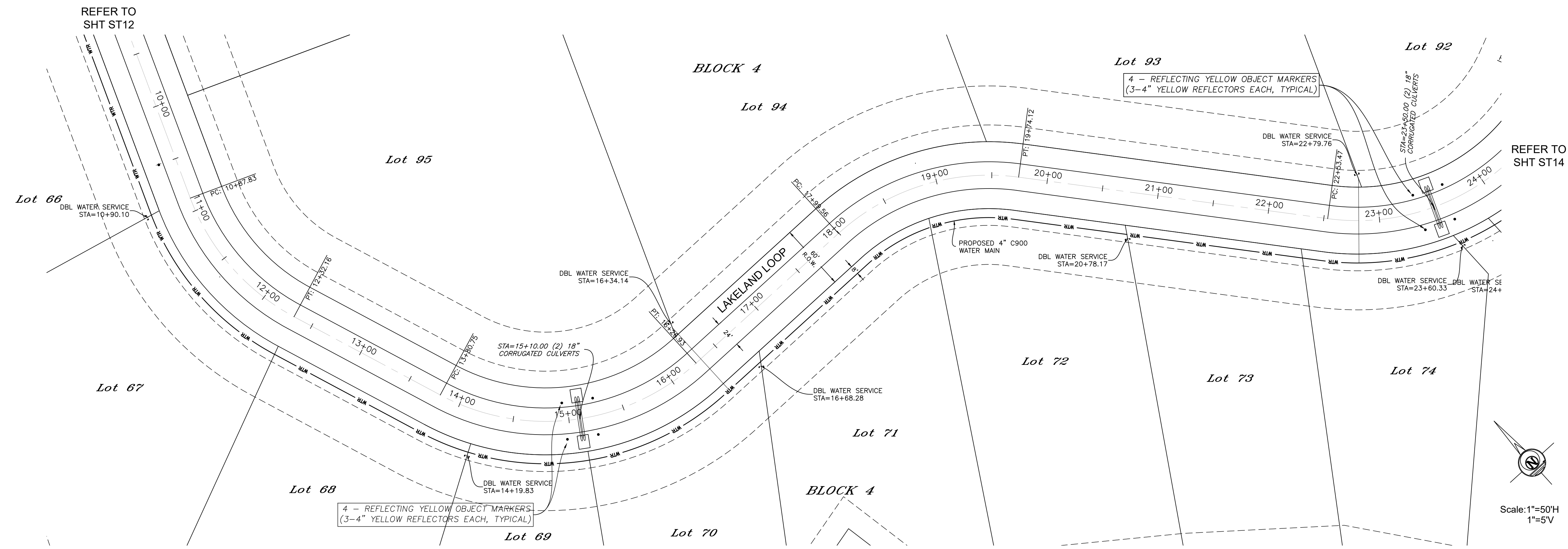
LAKELAND RANCH, LLC  
CLAY SIGNOR  
781 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

**LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS**

EAST LAKELAND COURT  
PLAN/PROFILE

REVISIONS


DWG BY: DLH      DWG DATE: DEC. 3, 2021  
JOB NO.            SHEET NO.  
21-E-1353        ST11  
SCALE:            1"=50'



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY

706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC 07-17-7608 DEC. 3, 2021 FIRM REGISTRATION NUMBER F-7608

LAKELAND RANCH, LLC  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

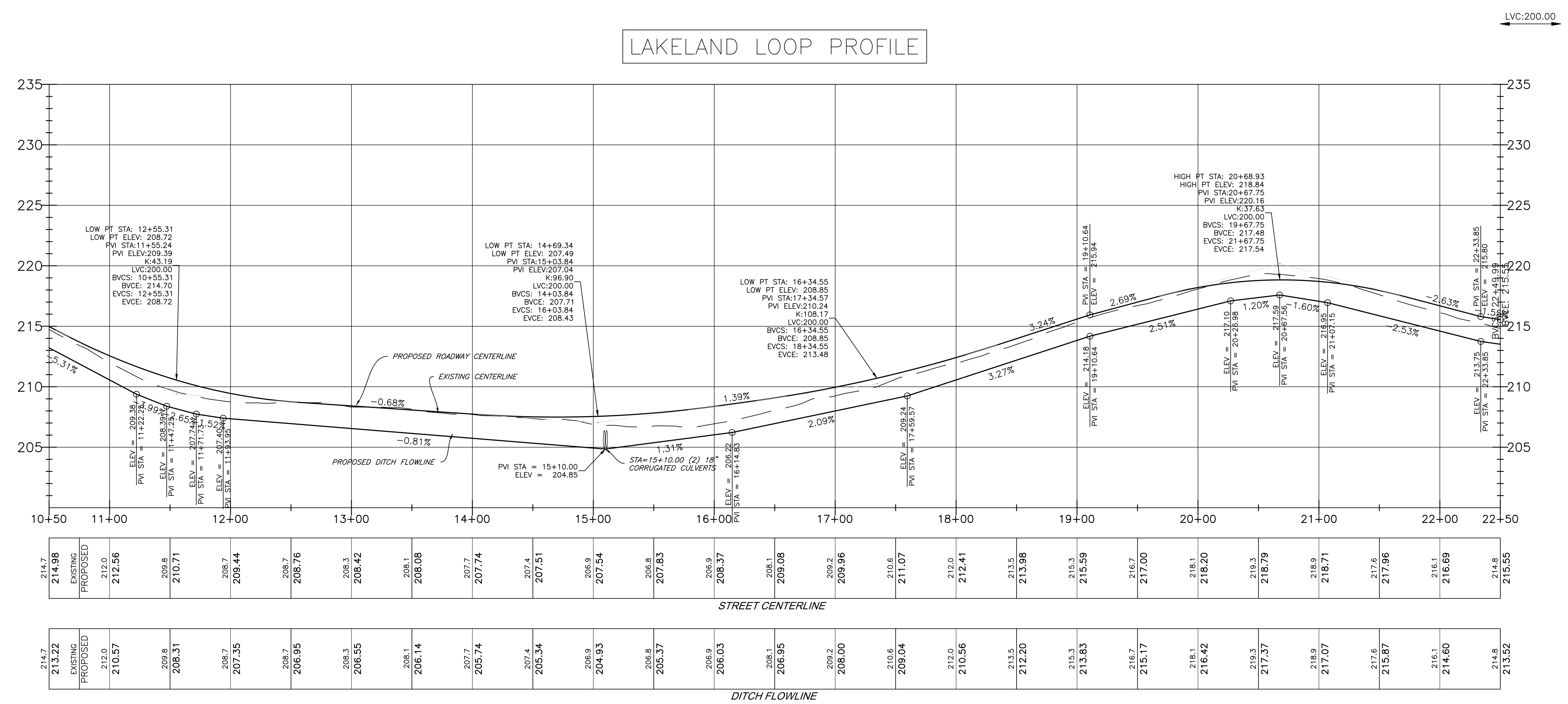
**LAKELAND RANCH SECTION ONE**  
 TYLER COUNTY, TEXAS

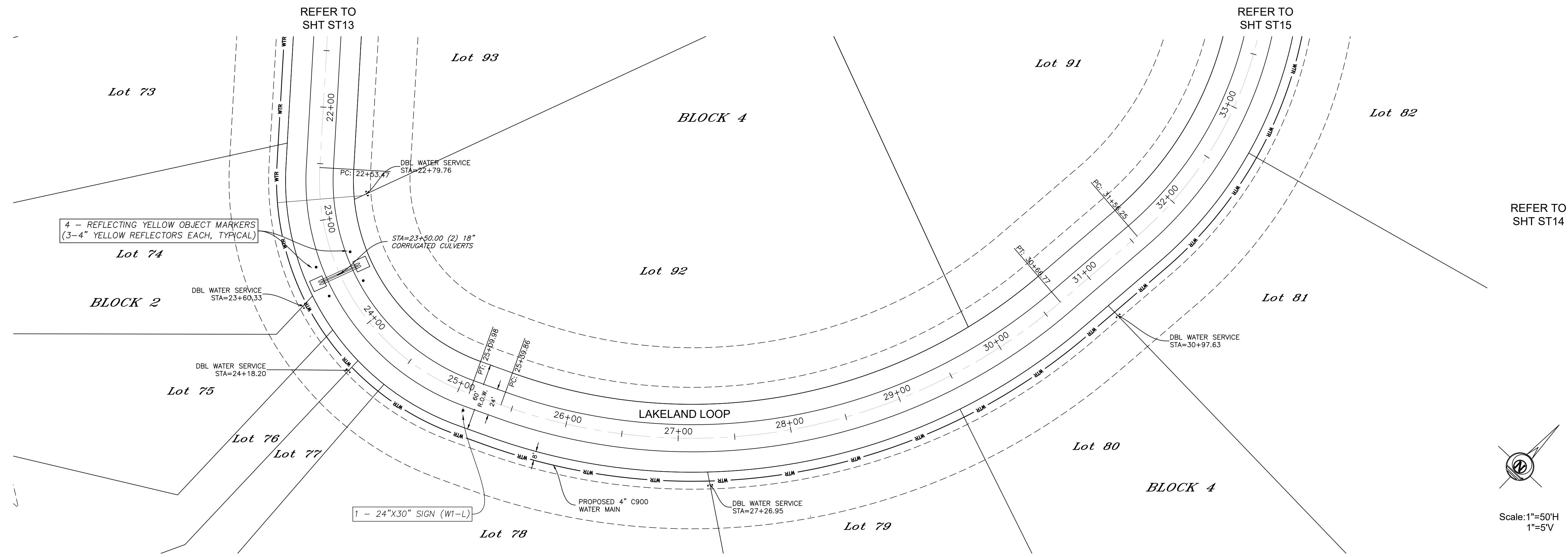
LAKELAND LOOP  
 PLAN/PROFILE

REVISIONS

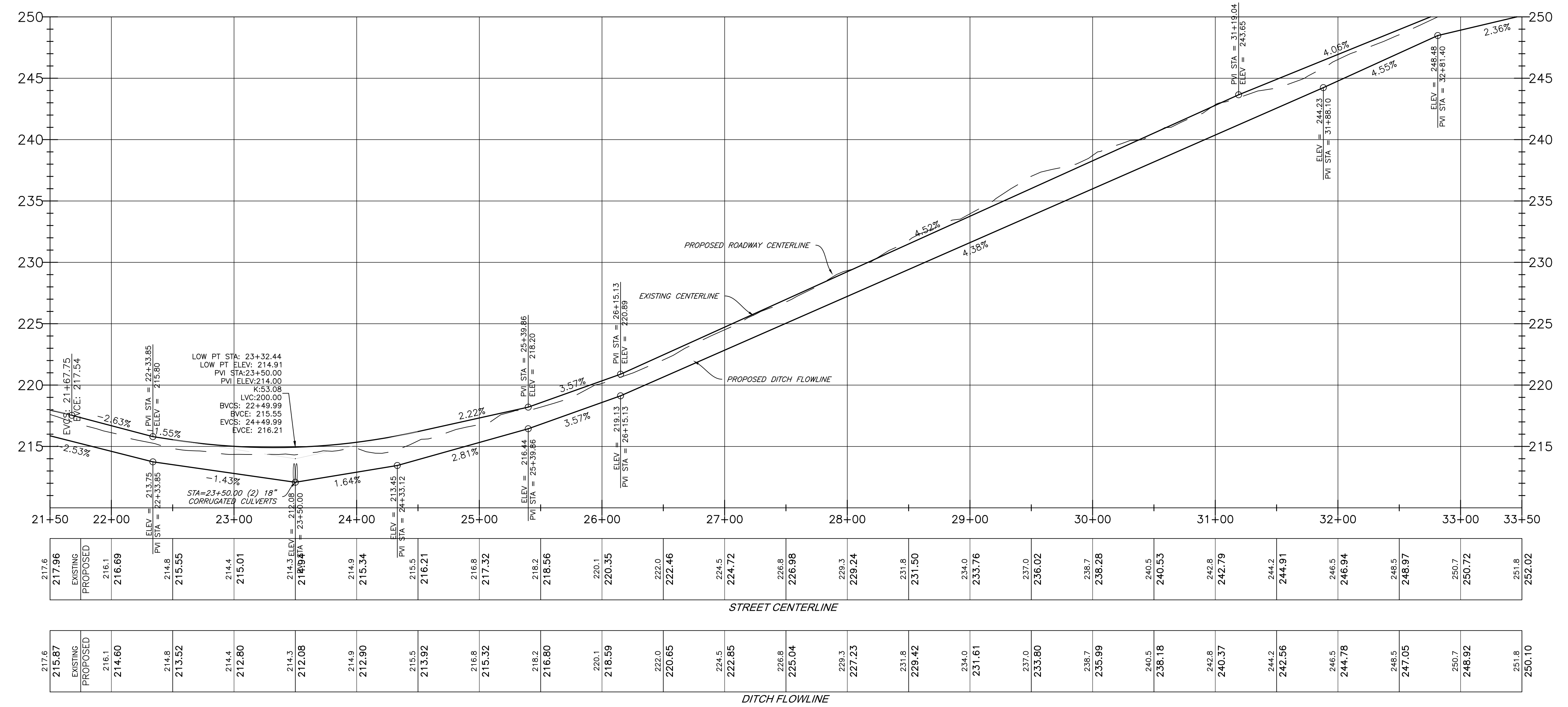

DWG. BY: DLH      DWG. DATE: DEC. 3, 2021  
 JOB NO. 21-E-1353      SHEET NO. ST13  
 SCALE: 1"=50'

LAKELAND LOOP PROFILE





LAKELAND LOOP PROFILE



SKG ENGINEERING, LLC  
SURVEYING • ENVIRONMENTAL • LABORATORY

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 326.655.1288  
FAX: 326.657.8188  
www.skg.com

STATE OF TEXAS  
RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY  
RUSSELL T. GULLY, P.E. 87727  
SKG ENGINEERING, LLC #F-7608  
DEC. 3, 2021

LAKELAND RANCH, LLC  
CLAY SIGNOR  
781 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

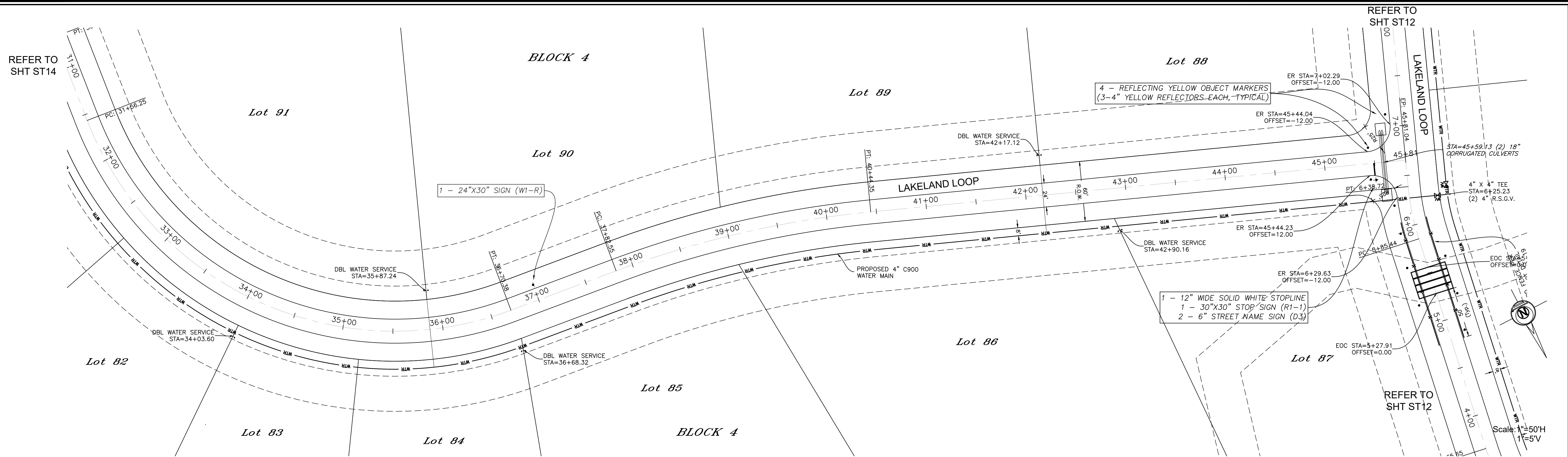
LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS

LAKELAND LOOP  
PLAN/PROFILE

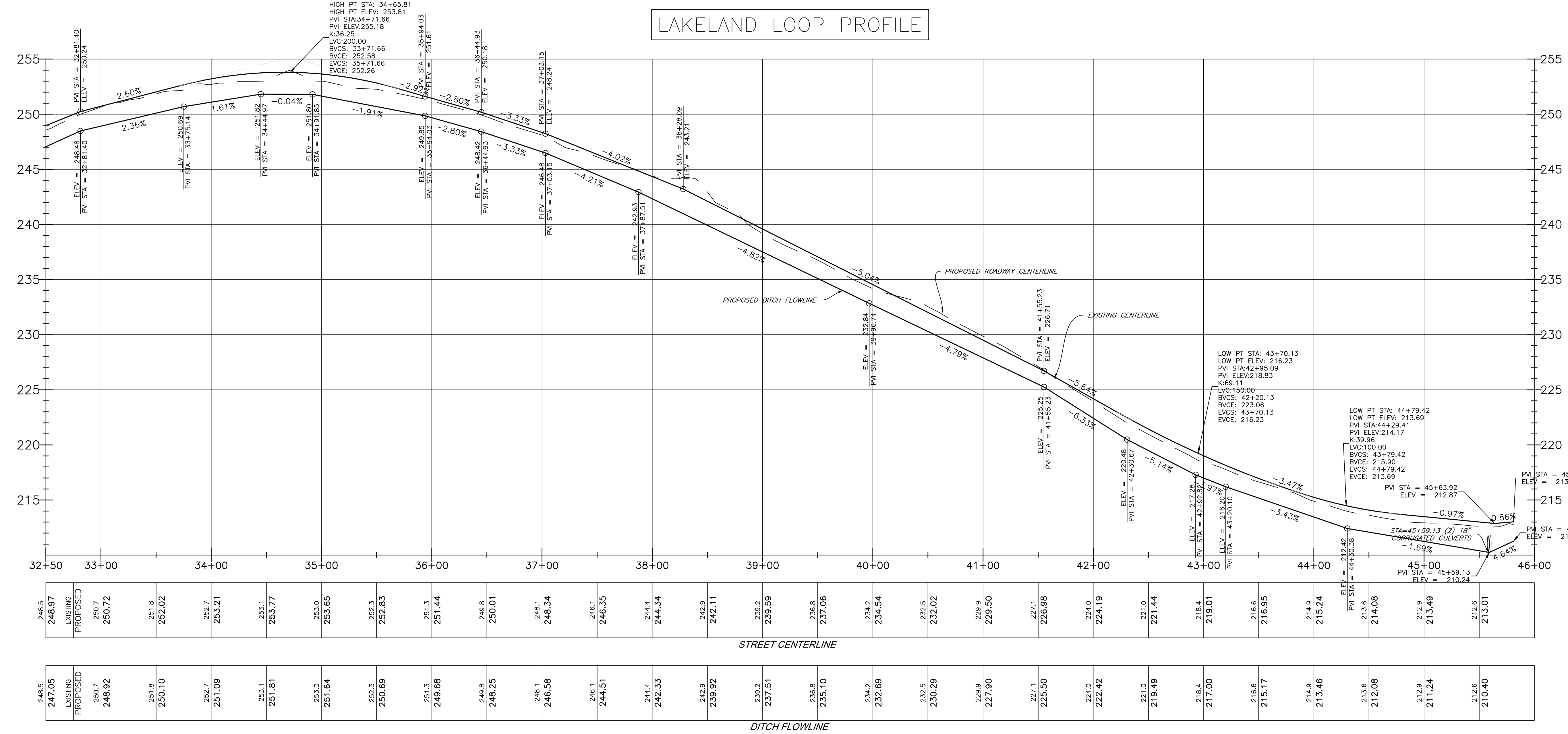
REVISIONS

NO.	DATE	DESCRIPTION

DWG. BY: DLH      DWG. DATE: DEC. 3, 2021  
JOB NO.              SHEET NO.  
21-E-1353            ST14  
SCALE: 1"=50'



LAKELAND LOOP PROFILE



**SKG ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1288  
FAX: 325.657.8188  
www.skg.com

STATE OF TEXAS  
RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC 87-7608 DEC. 3, 2021

LAKELAND RANCH, LLC  
CLAY SIGNOR  
781 TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS

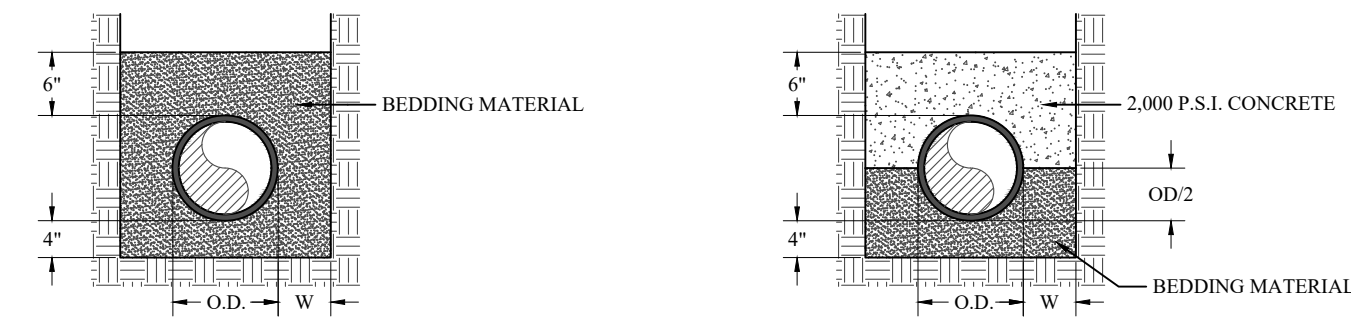
LAKELAND LOOP  
PLAN/PROFILE

REVISIONS

DWG BY:	DLH	DWG DATE:	DEC. 3, 2021
JOB NO.:	21-E-1353	SHEET NO.:	ST15
SCALE:	1"=50'		

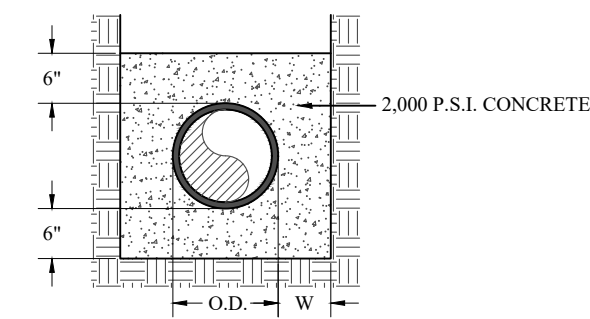


**PIPE EMBEDMENT ZONE  
WATER AND SEWER MAINS**



GRAVEL EMBEDMENT

CONCRETE CAP



CONCRETE ENCASEMENT

STANDARD TRENCH WIDTH	
PIPE SIZE	W
16" OR LESS	6"
GREATER THAN 16"	AS SPECIFIED BY PIPE MFG. & APPROVED BY CITY ENGINEER

**NOTES:**

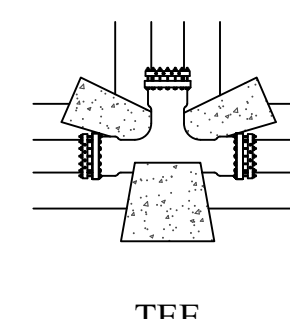
1. BEDDING MATERIAL FOR THE INSTALLATION OF WATER AND SEWER MAINS SHALL BE CRUSHED STONE OR PEA GRAVEL THAT WILL REMAIN FIRM AND NOT PERMIT DISPLACEMENT OF THE PIPE EITHER DURING PIPE LAYING OR BACKFILLING OR FOLLOWING THE COMPLETION OF CONSTRUCTION.
2. BEDDING MATERIAL SHALL BE FROM AN APPROVED BEDDING MATERIAL SOURCE PER THE LIST OF APPROVED BEDDING SUPPLIERS OR BE APPROVED BY THE CITY ENGINEER.
3. TRENCH SPOOLS ARE NOT ACCEPTABLE FOR "EMBEDMENT ZONE MATERIAL"

**THRUST BLOCKING**

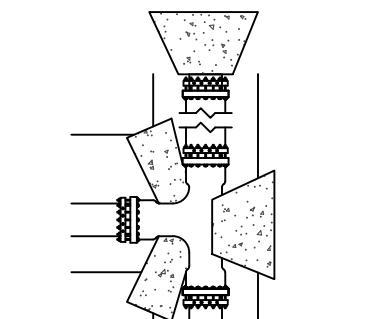


BEND

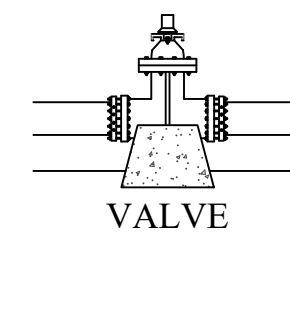
CROSS



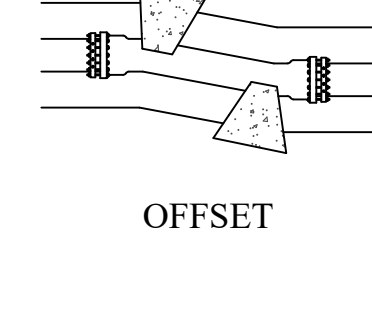
TEE



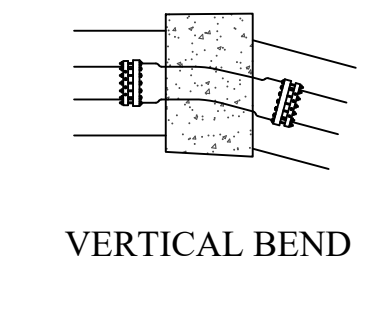
TEE WITH STUBOUT



VALVE



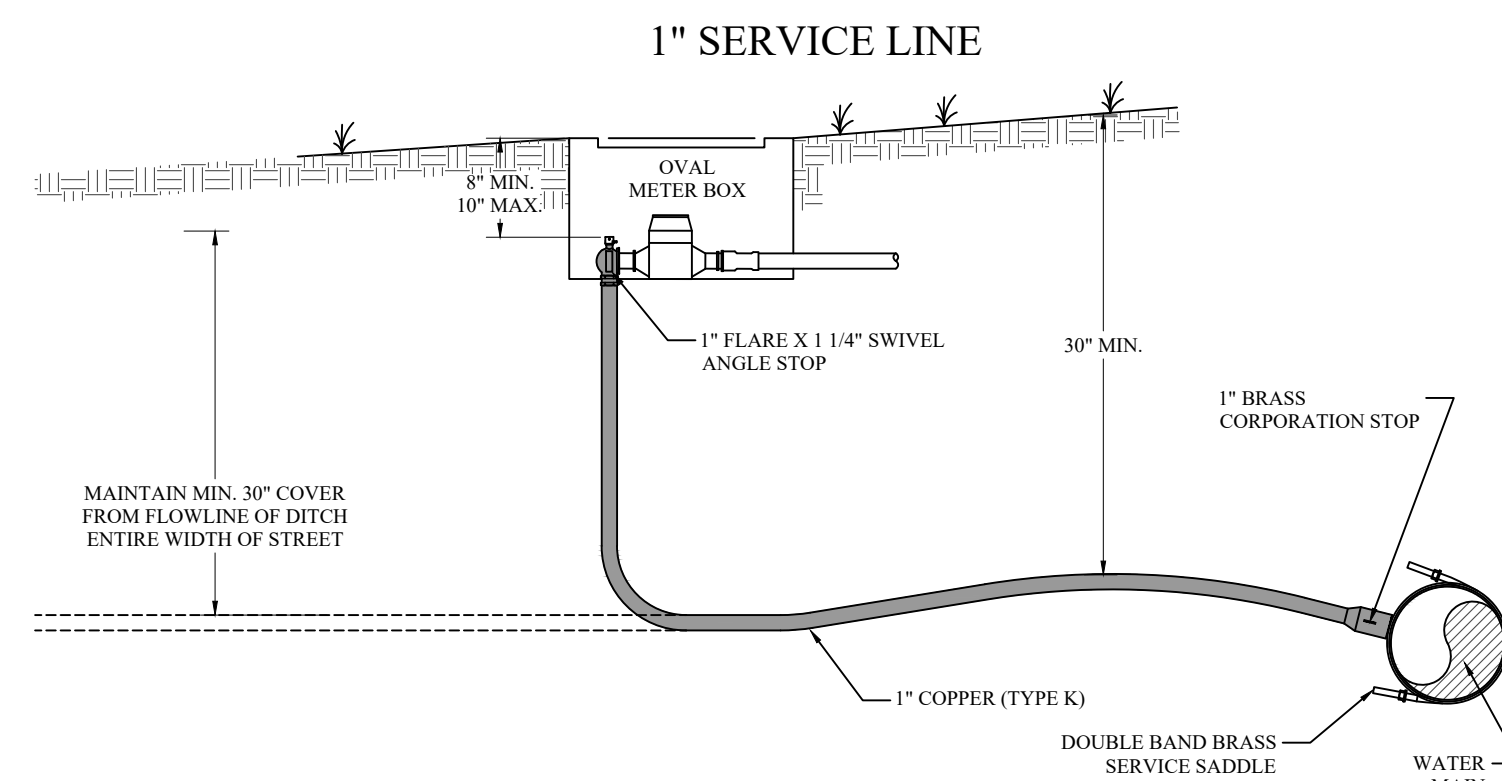
OFFSET



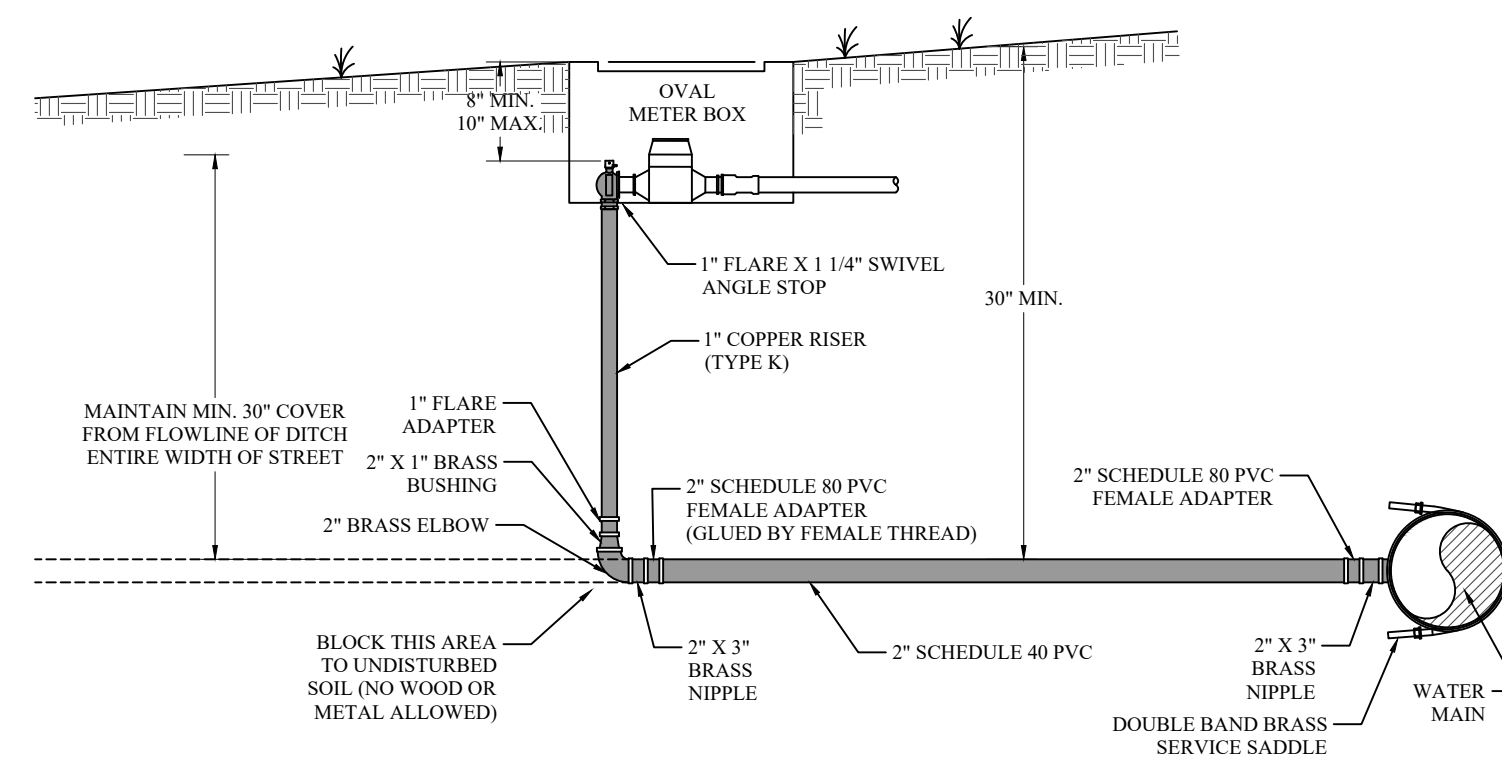
VERTICAL BEND

**NOTES:**

1. ALL MECHANICAL JOINT CONNECTIONS ON BENDS AND VALVES SHALL BE MECHANICALLY RESTRAINED AND CONCRETE BLOCKED AS SHOWN.
2. ALL CONCRETE SHALL BE 3,000 P.S.I.
3. ALL STUB OUT PIPE SECTIONS SHALL BE A MINIMUM OF 20" IN LENGTH UNLESS APPROVED OTHERWISE BY THE CITY
4. IF STUBOUT ENCOMPASSES MORE THAN ONE JOINT, BELL JOINT RESTRAINTS SHALL BE USED.
5. ALL DUCTILE IRON SHALL BE WRAPPED IN MINIMUM 3 MIL. POLY SHEETING



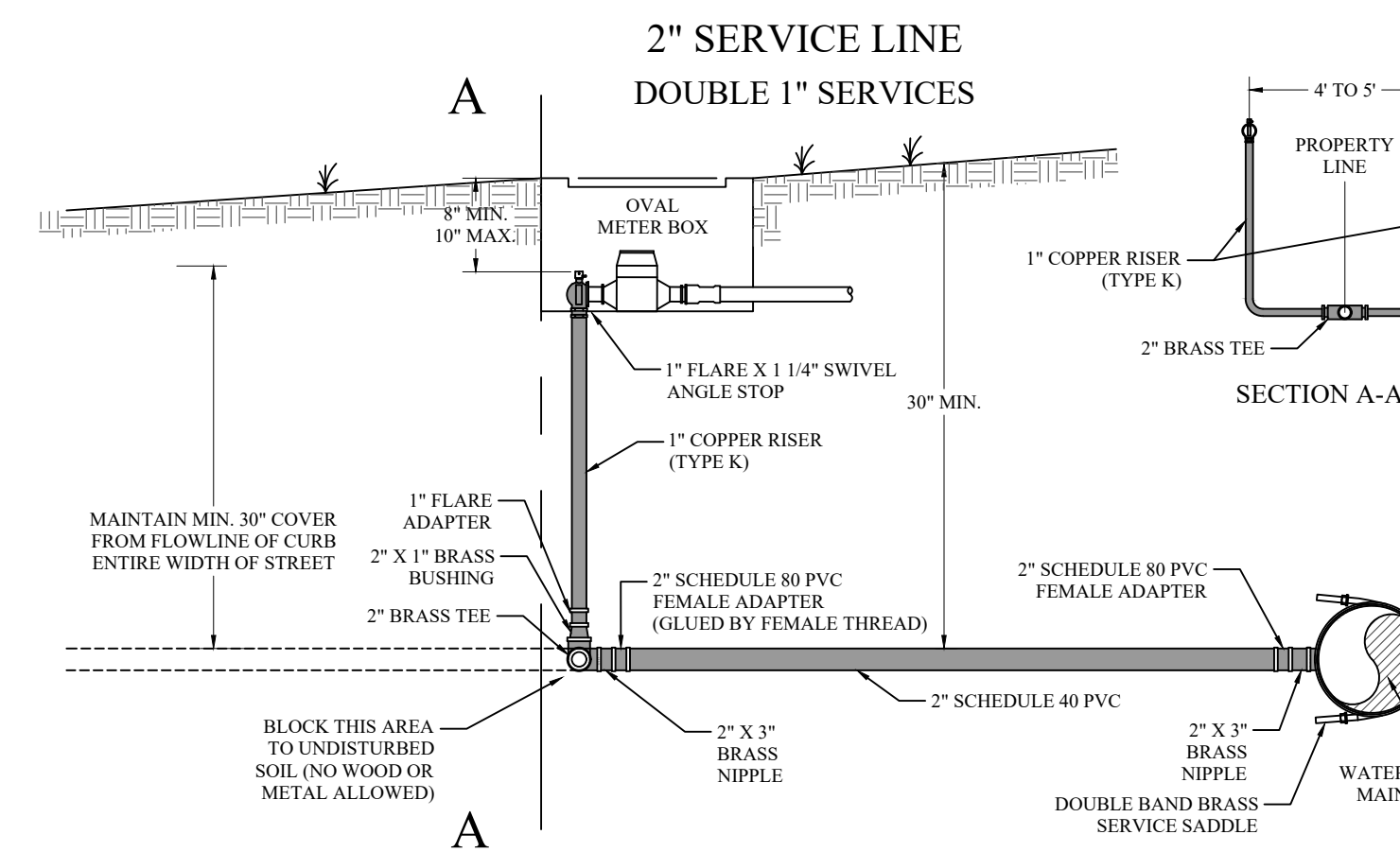
1" SERVICE LINE



2" LINE WITH 1" SERVICE

**NOTES:**

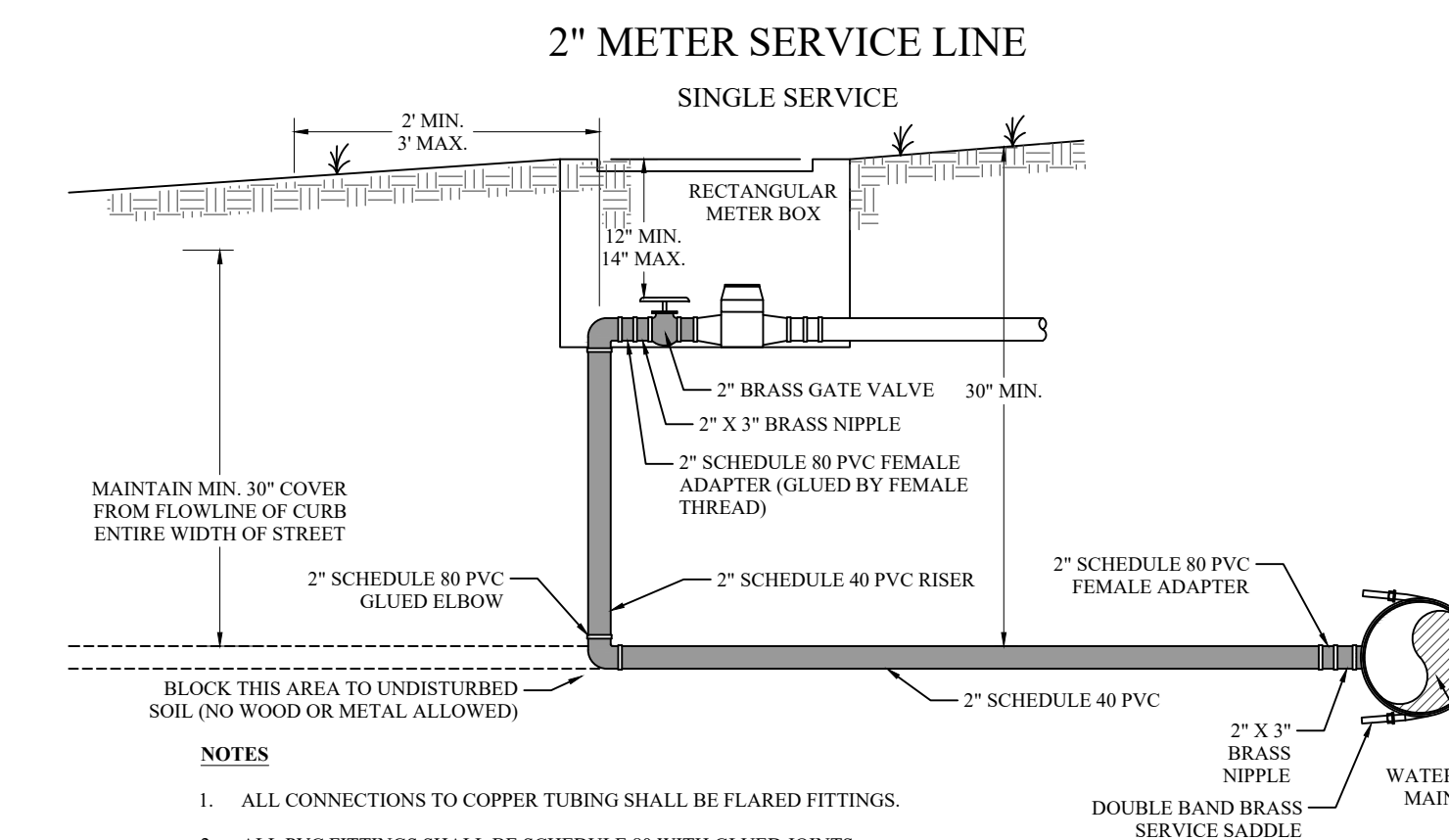
1. ALL CONNECTIONS TO COPPER TUBING SHALL BE FLARED FITTINGS.
2. ALL PVC FITTINGS SHALL BE SCHEDULE 80 WITH GLUED JOINTS.
3. ANY BUSHINGS REQUIRED SHALL BE BRASS WITH NEOPRENE GASKET.
4. ANGLE STOP SHALL BE LOCATED BETWEEN 2' AND 5' FROM BACK OF CURB.



2" SERVICE LINE  
DOUBLE 1" SERVICES

A

A

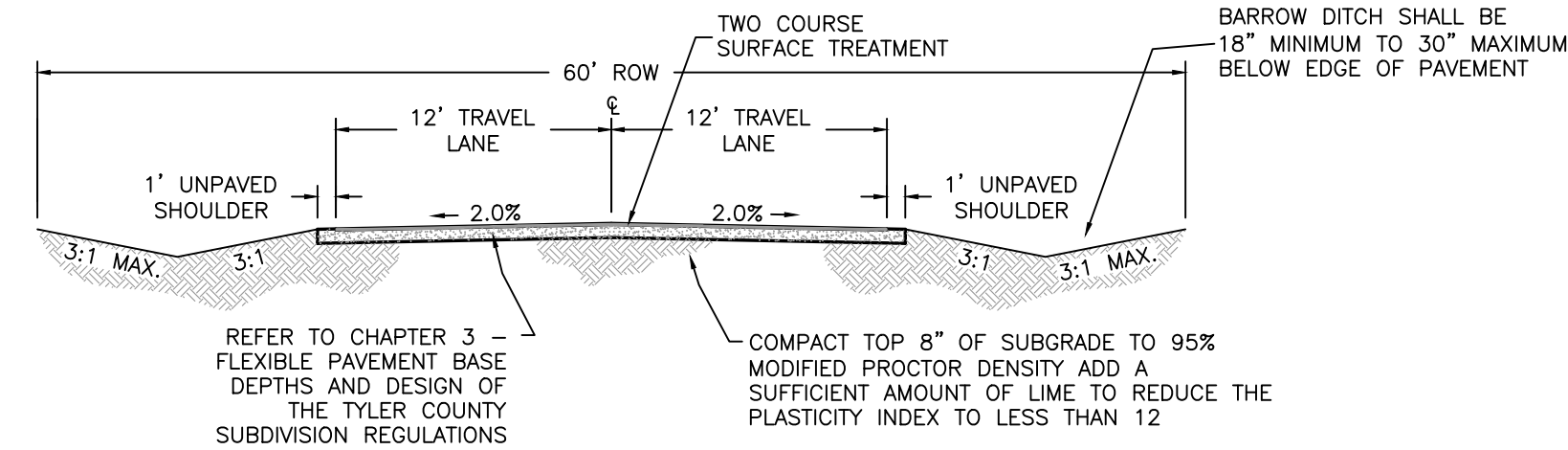


2" METER SERVICE LINE  
SINGLE SERVICE

A

**NOTES:**

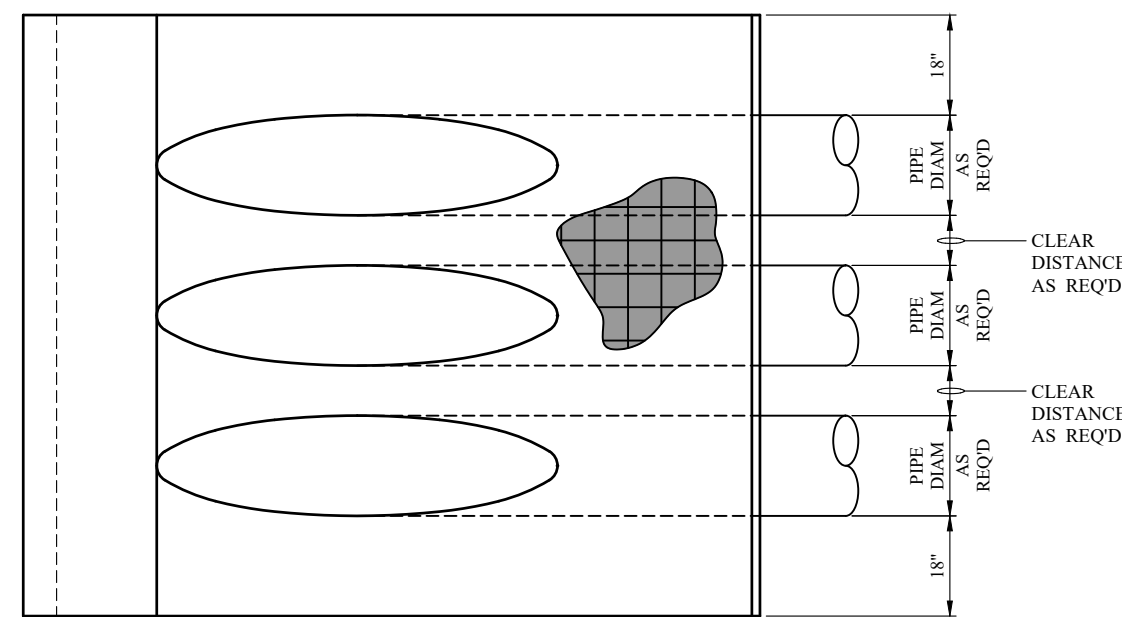
1. ALL CONNECTIONS TO COPPER TUBING SHALL BE FLARED FITTINGS.
2. ALL PVC FITTINGS SHALL BE SCHEDULE 80 WITH GLUED JOINTS.
3. ANY BUSHINGS REQUIRED SHALL BE BRASS WITH NEOPRENE GASKET.
4. ANGLE STOP SHALL BE LOCATED BETWEEN 2' AND 5' FROM BACK OF CURB.



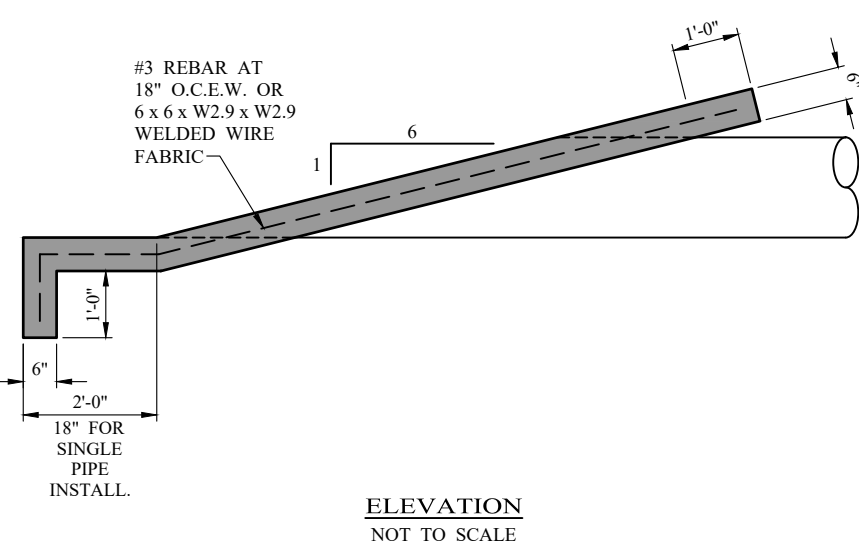
REFER TO CHAPTER 3 - FLEXIBLE PAVEMENT BASE DEPTHS AND DESIGN OF THE TYLER COUNTY SUBDIVISION REGULATIONS

COMPACT TOP 8" OF SUBGRADE TO 95% MODIFIED PROCTOR DENSITY ADD A SUFFICIENT AMOUNT OF LIME TO REDUCE THE PLASTICITY INDEX TO LESS THAN 12

### RESIDENTIAL ROADWAY



PLAN VIEW NOT TO SCALE

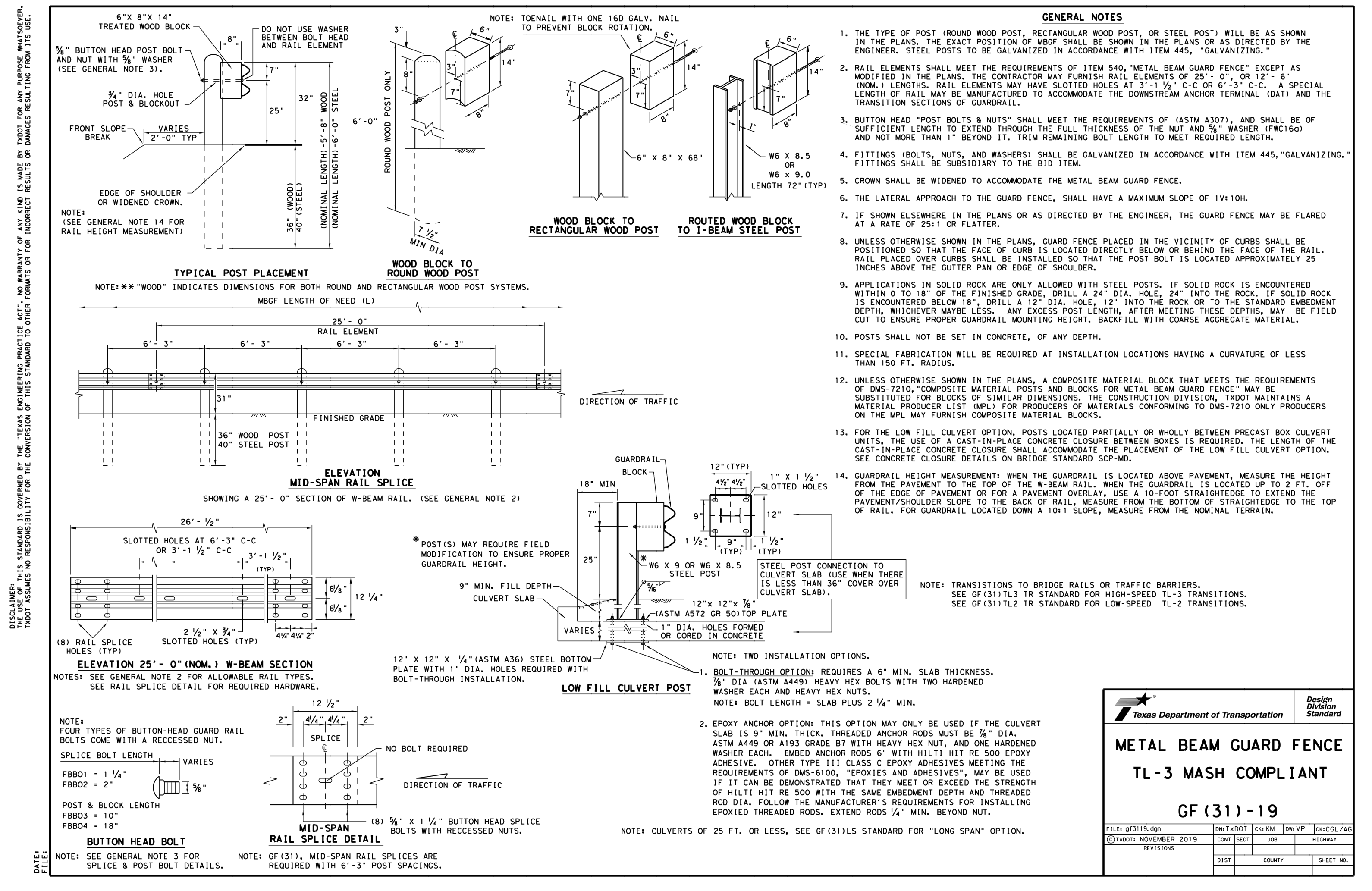


ELEVATION NOT TO SCALE

### SLOPED HEADWALL

#### NOTES FOR MULTIPLE INSTALLATIONS:

- CLEAR DISTANCE BETWEEN PIPES SHALL BE A MINIMUM OF 9" FOR 12" AND 15" DIAMETERS, 14" FOR 18" DIAMETERS, AND 20" FOR 30" DIAMETERS.
- FOR SINGLE INSTALLATIONS, A DISTANCE OF 18" IS REQUIRED FROM OUTSIDE OF PIPE TO OUTSIDE OF HEADWALL.
- CLASS "A" CONCRETE.



#### GENERAL NOTES

- THE TYPE OF POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF MBF SHALL BE SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. STEEL POSTS TO BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING."
- RAIL ELEMENTS SHALL MEET THE REQUIREMENTS OF ITEM 540, "METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED IN THE PLANS. THE CONTRACTOR MAY FURNISH RAIL ELEMENTS OF 25'-0" OR 12'-6" (NOM.) LENGTHS. RAIL ELEMENTS MAY HAVE SLOTTED HOLES AT 3'-1 1/2" C-C OR 6'-3" C-C. A SPECIAL LENGTH OF RAIL MAY BE MANUFACTURED TO ACCOMMODATE THE DOWNSTREAM ANCHOR TERMINAL (DAT) AND THE TRANSITION SECTIONS OF GUARDRAIL.
- BUTTON HEAD POST BOLTS & NUTS SHALL MEET THE REQUIREMENTS OF (ASTM A307), AND SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT AND 1/2" WASHER (FWC160) AND NOT MORE THAN 1" BEYOND IT. TRIM REMAINING BOLT LENGTH TO MEET REQUIRED LENGTH.
- FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING." FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
- CROWN SHALL BE WIDENED TO ACCOMMODATE THE METAL BEAM GUARD FENCE.
- THE LATERAL APPROACH TO THE GUARD FENCE, SHALL HAVE A MAXIMUM SLOPE OF 1V:10H.
- IF SHOWN ELSEWHERE IN THE PLANS OR AS DIRECTED BY THE ENGINEER, THE GUARD FENCE MAY BE FLARED AT A RATE OF 25:1 OR FLATTER.
- UNLESS OTHERWISE SHOWN IN THE PLANS, GUARD FENCE PLACED IN THE VICINITY OF CURBS SHALL BE POSITIONED SO THAT THE FACE OF CURB IS LOCATED DIRECTLY BELOW OR BEHIND THE FACE OF THE RAIL. RAIL PLACED OVER CURBS SHALL BE INSTALLED SO THAT THE POST BOLT IS LOCATED APPROXIMATELY 25 INCHES ABOVE THE GUTTER PAN OR EDGE OF SHOULDER.
- APPLICATIONS IN SOLID ROCK ARE ONLY ALLOWED WITH STEEL POSTS. IF SOLID ROCK IS ENCOUNTERED WITHIN 0 TO 18" OF THE FINISHED GRADE, DRILL A 24" DIA. HOLE, 24" INTO THE ROCK. IF SOLID ROCK IS ENCOUNTERED BELOW 18", DRILL A 12" DIA. HOLE, 12" INTO THE ROCK OR TO THE STANDARD EMBEDMENT DEPTH, WHICHEVER MAY BE LESS. ANY EXCESS POST LENGTH, AFTER MEETING THESE DEPTHS, MAY BE FIELD CUT TO ENSURE PROPER GUARDRAIL MOUNTING HEIGHT. BACKFILL WITH COARSE AGGREGATE MATERIAL.
- POSTS SHALL NOT BE SET IN CONCRETE, OF ANY DEPTH.
- SPECIAL FABRICATION WILL BE REQUIRED AT INSTALLATION LOCATIONS HAVING A CURVATURE OF LESS THAN 150 FT. RADIUS.
- UNLESS OTHERWISE SHOWN IN THE PLANS, A COMPOSITE MATERIAL BLOCK THAT MEETS THE REQUIREMENTS OF DMS-7210, "COMPOSITE MATERIAL POSTS AND BLOCKS FOR METAL BEAM GUARD FENCE" MAY BE SUBSTITUTED FOR BLOCKS OF SIMILAR DIMENSIONS. THE CONSTRUCTION DIVISION, TxDOT MAINTAINS A MATERIAL PRODUCER LIST (MPL) FOR PRODUCERS OF MATERIALS CONFORMING TO DMS-7210 ONLY PRODUCERS ON THE MPL MAY FURNISH COMPOSITE MATERIAL BLOCKS.
- FOR THE LOW FILL CULVERT OPTION, POSTS LOCATED PARTIALLY OR WHOLLY BETWEEN PRECAST BOX CULVERT UNITS, THE USE OF A CAST-IN-PLACE CONCRETE CLOSURE BETWEEN BOXES IS REQUIRED. THE LENGTH OF THE CAST-IN-PLACE CONCRETE CLOSURE SHALL ACCOMMODATE THE PLACEMENT OF THE LOW FILL CULVERT OPTION. SEE CONCRETE CLOSURE DETAILS ON BRIDGE STANDARD SCP-MD.
- GUARDRAIL HEIGHT MEASUREMENT: WHEN THE GUARDRAIL IS LOCATED ABOVE PAVEMENT, MEASURE THE HEIGHT FROM THE PAVEMENT TO THE TOP OF THE W-BEAM RAIL. WHEN THE GUARDRAIL IS LOCATED UP TO 2 FT. OFF OF THE EDGE OF PAVEMENT OR FOR A PAVEMENT OVERLAY, USE A 10-FOOT STRAIGHTEDGE TO EXTEND THE PAVEMENT/SLOPE TO THE BACK OF RAIL. MEASURE FROM THE BOTTOM OF STRAIGHTEDGE TO THE TOP OF RAIL. FOR GUARDRAIL LOCATED DOWN A 10:1 SLOPE, MEASURE FROM THE NOMINAL TERRAIN.

Texas Department of Transportation		Design Division Standard	
<b>METAL BEAM GUARD FENCE</b>			
<b>TL-3 MASH COMPLIANT</b>			
<b>GF (31) - 19</b>			
FILED: GF3119.dwg	DWG/DOE	CHK: AM	DWG: VP
REVISED: NOVEMBER 2019	CONF: SECT	JOB: HIGHWAY	
	DIST:	COUNTY:	SHEET NO.:

**SKG ENGINEERING LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY  
706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1888  
FAX: 325.657.8188  
www.skg.com  
FIRM REGISTRATION NUMBER F-7608

STATE OF TEXAS  
RUSSELL T. GULLY  
87727  
LICENSED PROFESSIONAL ENGINEER  
THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727  
SKG ENGINEERING, LLC 877-7608  
DEC. 3, 2021

LAKELAND RANCH, LLC  
CLAY TRINITY HILLS DRIVE, APT. 6108  
AUSTIN, TEXAS 78737

LAKELAND RANCH  
SECTION ONE  
TYLER COUNTY, TEXAS

STREET DETAILS

REVISIONS

NO.	DATE	DESCRIPTION

DWG BY: RTG  
JOB NO: 21-E-1353  
SCALE: N.T.S.

DWG DATE: DEC. 3, 2021  
SHEET NO: M2

**SKG**  
**ENGINEERING, LLC**  
FIRM NUMBER F-7608 & 10102400  
**SURVEYING ♦ ENVIRONMENTAL ♦ LAB/CMT**

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288  
FAX: 325.657.8189

MEMORANDUM

DATE: December 3, 2021  
TO: Tyler County  
FROM: SKG Engineering  
PROJECT: Lakeland Ranch Section One – SKG No. 21E1353

---

**Lakeland Ranch, Section One Plat, Resubmittal**

Please accept the attached plat submittal. You will find that the comments in the Goodwin-Lasiter-Strong letter dated November 19, 2021, have been addressed in this submittal.

We respectfully request approval with conditions, based on the following outstanding items:

1. (Letter No. 1) Tax certificates are not yet available as the appraisal district is just now around to dividing the property to its current ownership.
2. (Letter No. 2) We are currently working on a more formal agreement with the water district. The attached letters from the District will show they are willing to provide water and that they have the capacity to do so.
3. (Letter No. 16) We have been in contact with DETCOG this week and they are currently working on assigning road numbers and addresses. This has taken longer due to the fire at their normal office.

If you have any questions or need any changes, please let us know.

Sincerely,  
SKG Engineering, LLC

## Appendix A

### SUBDIVISION APPLICATION CHECKLIST

**The following tasks must be completed by the developer prior to filing any application for subdivision approval:**

- ✓ Meet with the Precinct Commissioner at least 15 days prior to the date of filing the application at the subdivision property, to visually inspect the property, review the developer's intentions, establish any special requirements for the plat application, and to discuss the application process.
- ✓ Confirm whether the planned subdivision will be classified as Tier 1 or Tier 2.
- ✓ Check the proposed subdivision name for conflicts.

**The following items must be included in any application for approval of a Tier 1 subdivision:**

- ✓ A plat of the proposed subdivision in compliance with these regulations.
- ✓ Six (6) reduced size (not to scale) copies of the plat.
- \* A digital map or a certificate regarding the availability of a digital map.  
**Provided upon approval.**
- N/A A signed receipt from the Tyler County Appraisal District for a copy of the plat and digital map, if any, delivered in compliance with these regulations.
- ✓ A survey of the proposed subdivision in compliance with these regulations.
- ✓ A certificate from the surveyor who prepared the plat and survey in substantially the form as Appendix F.  
**Certificate on plat.**
- ✓ A description by the developer of the manner and means of providing drinking water, sewerage, roads, electricity, and drainage structures.  
**Tyler County SUD**
- ✓ All engineering specifications, drawings, and plans for infrastructure to be constructed comprising a plat application in compliance with these regulations.
- ✓ A certificate from each engineer confirming compliance of their specifications, plans, and drawings, in substantially the form as Appendix G.
- \* A certificate from ETCOG confirming the private road numbers reserved for roads laid out in the subdivision.  
**Request for conditional approval**
- \* Tax certificates confirming that no property taxes are due and unpaid for the subdivision.  
**Request for conditional approval**

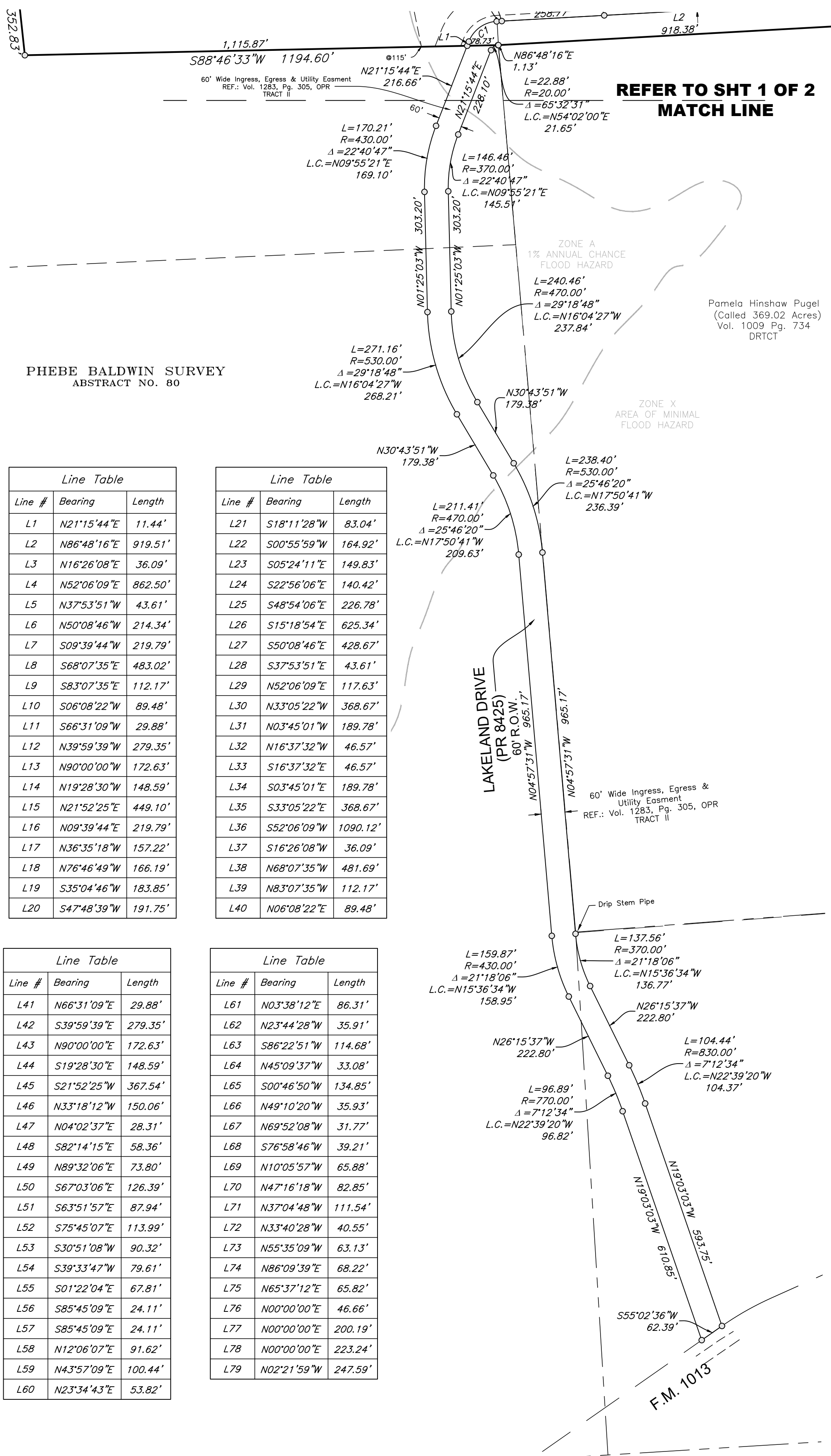
- ✓ A certificate from the developer confirming that approval of the application and filing of the plat does not mean that the County will be responsible for maintenance of subdivision roads and streets.
- ✓ If water, sewerage, and electricity are to be provided by a public utility, the developer must submit an executed public utility certificate in substantially the form as Appendix E.
- ✓ If OSSF is included in the plat application, a certificate from the Tyler County Fire Marshall stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements.
- N/A If fire hydrants or filler plugs are included in a plat application, a certificate from the public utility serving the subdivision to confirm sufficient water capacity is available to operate the fire hydrants or filler plugs.
- ✓ All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

**The following items must be included in any application for approval of a Tier 2 subdivision:**

- A plat of the subdivision showing the area/acreage of each lot or tract.
- Certificates from the developer confirming the following:
  - Availability of water and sewage service.
  - Compliance with set-back lines.
  - Dedication of all necessary utility easements.
  - Confirming the installation of culverts in compliance with the County ordinance on culverts.
- If OSSF is proposed for the Tier 2 subdivision, a certificate from the Tyler County Fire Marshall stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements.
- A survey that shows sufficient topographic information adequate to demonstrate that the proposed subdivision will adequately drain and that any proposed development will not alter the natural flow of water to adjoining properties.
- All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

**After an application is approved, the developer must:**

- \_\_\_\_\_ File a plat of the proposed subdivision in compliance with these regulations.
- \_\_\_\_\_ Deliver a copy of the approved plat to ETCOG.
- \_\_\_\_\_ Meet with the Precinct Commissioner to review all materials used in constructing roads in the subdivision.
- \_\_\_\_\_ Ensure that the work described in the plat application is completed in a good and workmanlike manner, in accordance with these regulations, the plat application, and any conditions of the order approving the application.
- \_\_\_\_\_ Advise the Precinct Commissioner of the status of construction prior to expiration of any construction deadline.
- \_\_\_\_\_ All fees due to the County for an approved application must be paid to the County Clerk no later than ten (10) days after the approval of the application.
- \_\_\_\_\_ Submit proof of any required financial security to the Precinct Commissioner no later than thirty (30) days after the approval of the application.



**KNOW ALL MEN BY THESE PRESENT** that Lakeland Ranch, L.L.C. is an entity organized and existing under the laws of the State of Texas, with its registered office located at 761 Trinity Hills Drive, Apt. 6108, Austin, Texas, 78737, and is the developer of certain real property, being 17,243 acres of land out of the Phebe Baldwin Survey Abstract No. 80, in Tyler County, Texas, as conveyed by deed dated October 26, 2021 and recorded in Volume 1283, Page 305, Official Public Records of Tyler County, Texas.

**DEVELOPER DOES HEREBY SUBDIVIDE THE PROPERTY,** and henceforth it shall be known as the Lakeland Ranch Section One, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to the public the use of the streets and easements shown hereon.

**IN WITNESS WHEREOF** Developer has caused this certificate to be executed by Clay Signor, duly authorized to act on behalf of Lakeland Ranch, L.L.C. this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clay Signor

**THE STATE OF TEXAS** §  
**COUNTY OF TYLER** §

**BEFORE ME,** the undersigned authority, on this day personally appeared Clay Signor, known to me to be the person whose name is subscribed to the foregoing instrument as an officer of Lakeland Ranch, L.L.C. and acknowledged to me that the foregoing was executed in such capacity as the act of said corporation for the purposes and considerations therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**KNOW ALL MEN BY THESE PRESENT** that Lakeland Ranch, L.L.C. is an entity organized and existing under the laws of the State of Texas, with its registered office located at 761 Trinity Hills Drive, Apt. 6108, Austin, Texas, 78737, and is the developer of certain real property, being 137,029 acres of land out of the John Judson Survey Abstract No. 402, in Tyler County, Texas, as conveyed by deed dated October 26, 2021 and recorded in Volume 1283, Page 305, Official Public Records of Tyler County, Texas.

**DEVELOPER DOES HEREBY SUBDIVIDE THE PROPERTY,** and henceforth it shall be known as the Lakeland Ranch Section One, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to the public the use of the streets and easements shown hereon.

**IN WITNESS WHEREOF** Developer has caused this certificate to be executed by Clay Signor, duly authorized to act on behalf of Lakeland Ranch, L.L.C. this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clay Signor

**THE STATE OF TEXAS** §  
**COUNTY OF TYLER** §

**BEFORE ME,** the undersigned authority, on this day personally appeared Clay Signor, known to me to be the person whose name is subscribed to the foregoing instrument as an officer of Lakeland Ranch, L.L.C. and acknowledged to me that the foregoing was executed in such capacity as the act of said corporation for the purposes and considerations therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**KNOW ALL MEN BY THESE PRESENT** that Lakeland Ranch, L.L.C. is an entity organized and existing under the laws of the State of Texas, with its registered office located at 761 Trinity Hills Drive, Apt. 6108, Austin, Texas, 78737, and is the developer of certain real property, being 3,400 acres of land out of the I. & G.N. R.R. Co. Survey Abstract No. 712, Section No. 3, in Tyler County, Texas, as conveyed by deed dated October 26, 2021 and recorded in Volume 1283, Page 305, Official Public Records of Tyler County, Texas.

**DEVELOPER DOES HEREBY SUBDIVIDE THE PROPERTY,** and henceforth it shall be known as the Lakeland Ranch Section One, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to the public the use of the streets and easements shown hereon.

**IN WITNESS WHEREOF** Developer has caused this certificate to be executed by Clay Signor, duly authorized to act on behalf of Lakeland Ranch, L.L.C. this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clay Signor

**THE STATE OF TEXAS** §  
**COUNTY OF TYLER** §

**BEFORE ME,** the undersigned authority, on this day personally appeared Clay Signor, known to me to be the person whose name is subscribed to the foregoing instrument as an officer of Lakeland Ranch, L.L.C. and acknowledged to me that the foregoing was executed in such capacity as the act of said corporation for the purposes and considerations therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**KNOW ALL MEN BY THESE PRESENT** that Lakeland Ranch, L.L.C. is an entity organized and existing under the laws of the State of Texas, with its registered office located at 761 Trinity Hills Drive, Apt. 6108, Austin, Texas, 78737, and is the developer of certain real property, being 3,400 acres of land out of the I. & G.N. R.R. Co. Survey Abstract No. 712, Section No. 4, in Tyler County, Texas, as conveyed by deed dated October 26, 2021 and recorded in Volume 1283, Page 305, Official Public Records of Tyler County, Texas.

**DEVELOPER DOES HEREBY SUBDIVIDE THE PROPERTY,** and henceforth it shall be known as the Lakeland Ranch Section One, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to the public the use of the streets and easements shown hereon.

**IN WITNESS WHEREOF** Developer has caused this certificate to be executed by Clay Signor, duly authorized to act on behalf of Lakeland Ranch, L.L.C. this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clay Signor

**THE STATE OF TEXAS** §  
**COUNTY OF TYLER** §

**BEFORE ME,** the undersigned authority, on this day personally appeared Clay Signor, known to me to be the person whose name is subscribed to the foregoing instrument as an officer of Lakeland Ranch, L.L.C. and acknowledged to me that the foregoing was executed in such capacity as the act of said corporation for the purposes and considerations therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Curve Table				
Curve #	Length	Radius	Delta	Chord Direction
C1	91.51'	80.00'	65°32'31"	N54°02'00"E
C2	331.60'	270.00'	70°22'07"	N51°37'12"E
C3	205.43'	330.00'	35°40'00"	N34°16'09"E
C4	39.27'	25.00'	90°00'00"	N7°06'09"E
C5	352.69'	370.00'	54°36'53"	N65°12'18"W
C6	317.95'	430.00'	42°21'58"	N71°19'45"W
C7	92.76'	230.00'	23°06'24"	S1°53'28"E
C8	33.53'	280.00'	6°51'41"	S13°05'35"W
C9	36.94'	25.00'	84°38'59"	S25°48'05"E
C10	253.95'	970.00'	15°00'00"	S75°37'35"E
C11	560.87'	360.00'	89°15'56"	S38°29'37"E
C12	558.53'	530.00'	60°22'47"	S36°19'45"W
C13	294.99'	230.00'	73°29'12"	N76°44'15"W
C14	148.37'	170.00'	50°00'21"	N64°59'50"W
C15	283.11'	230.00'	70°31'30"	N54°44'15"W
C16	165.98'	230.00'	61°20'55"	N11°11'58"E
C17	46.89'	220.00'	12°12'41"	N15°46'05"E
C18	137.23'	170.00'	46°15'02"	N13°27'47"W
C19	33.62'	25.00'	77°03'33"	N75°07'04"W
C20	212.34'	330.00'	36°52'02"	S84°47'10"W
C21	202.18'	170.00'	68°08'25"	S69°08'59"W
C22	117.77'	530.00'	12°43'52"	S41°26'43"W
C23	294.67'	570.00'	29°37'11"	S33°00'37"W
C24	141.57'	470.00'	17°15'29"	S9°33'43"W
C25	51.98'	470.00'	6°20'10"	S2°14'06"E
C26	235.61'	770.00'	17°31'54"	S14°10'08"E
C27	167.69'	370.00'	25°58'01"	S35°55'06"E
C28	252.07'	430.00'	33°35'13"	S32°06'30"E
C29	299.61'	270.00'	63°34'45"	S47°06'16"E
C30	660.35'	530.00'	71°23'15"	S43°12'01"E

Curve Table				
Curve #	Length	Radius	Delta	Chord Direction
C31	275.35'	370.00'	42°38'22"	S28°49'35"E
C32	273.59'	370.00'	42°21'58"	S71°19'45"E
C33	408.88'	430.00'	54°36'53"	S65°12'18"E
C34	39.27'	25.00'	90°00'00"	S82°53'51"E
C35	205.55'	230.00'	49°57'35"	N77°04'56"E
C36	266.13'	170.00'	89°41'40"	N57°12'53"E
C37	452.22'	570.00'	45°27'25"	N10°21'40"W
C38	271.39'	530.00'	29°20'21"	N18°25'12"W
C39	105.62'	470.00'	12°52'31"	N10°11'17"W
C40	23.83'	25.00'	54°37'24"	N43°56'14"W
C41	353.38'	370.00'	28°20'21"	S18°25'12"E
C42	23.83'	25.00'	54°37'24"	S10°11'10"W
C43	119.10'	530.00'	12°52'31"	S10°11'17"E
C44	240.67'	470.00'	29°20'21"	S18°25'12"E
C45	499.82'	630.00'	45°27'24"	S10°21'40"E
C46	360.06'	230.00'	89°41'41"	S57°12'53"W
C47	148.23'	170.00'	49°57'35"	S77°04'56"W
C48	168.08'	270.00'	35°40'00"	S34°16'09"W
C49	405.28'	330.00'	70°22'00"	S51°37'08"W
C50	269.65'	1030.00'	15°00'00"	N75°37'35"W
C51	467.39'	300.00'	89°15'56"	N38°29'37"W
C52	495.30'	470.00'	60°22'47"	N36°19'45"E
C53	218.04'	170.00'	73°29'12"	S76°44'15"E
C54	200.74'	230.00'	50°00'21"	S64°59'50"E
C55	209.25'	170.00'	70°31'30"	S54°44'15"E
C56	122.68'	170.00'	41°20'55"	S11°11'58"W
C57	39.27'	25.00'	90°00'00"	S66°52'25"W

**Description of property:**  
**Lakeland Ranch Section One**

Being 288.990 acres of land in Tyler County, Texas, and said 288.990 acres of land being out of Benjamin J. Coles Survey, Abstract No. 192, Tyler County, Texas, I. & G.N. R.R. Co. Survey, Section No. 3, Abstract No. 713, Tyler County, Texas, I. & G.N. R.R. Co. Survey, Section No. 4, Abstract No. 712, Tyler County, Texas, John Judson Survey, Abstract No. 402, Tyler County, Texas, and Phebe Baldwin Survey, Abstract No. 80, Tyler County, Texas, and said 288.990 acre tract of land being out of that certain 2674.72 acre tract of land described and recorded in Volume 1274, Page 566, Official Public Records of Tyler County, Texas and described more particularly by metes and bounds as follows:

Beginning at a 1/2" iron rod found for the northeast corner of this tract and the northwest corner of that certain 200.335 acre tract of land described and recorded in Volume 731, Page 275, Deed Records of Tyler County, Texas.

Thence with the boundary of this tract and the west line of said 200.335 acre tract, S. 13°47'01" E, a distance of 1702.68 feet to a 1/2" iron rod found for a reentrant corner and the southwest corner of said same 200.335 acre tract and being in the south line of said Abstract No. 713;

Thence with the boundary of this tract S. 76°34'05" W, a distance of 1217.43 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for an interior corner of this tract;

Thence with the boundary of this tract S. 04°21'19" E, a distance of 366.10 feet to a 3" iron pipe found for an interior corner of this tract;

Thence with the boundary of this tract N. 87°26'05" E, a distance of 965.55 feet to a 3" iron pipe found for an ell corner of this tract;

Thence with the southermost east line of this tract and the west line of said Abstract No. 712, S. 03°45'01" E, a distance of 2775.99 feet to the point of beginning and containing an area of 1072.782 acres of land, more or less.

Thence with the south line of this tract and the south line of said Abstract No. 402, S. 86°48'16" W, a distance of 2742.29 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for the southwest corner of said same Abstract No. 402;

Thence continuing with the south line of this tract S. 88°46'33" W at 46.27 feet pass a point for the northernmost point of the centerline of a proposed 60 feet wide ingress, egress, and utility easement described separately in this document, in all 1194.60 feet to the southermost southwest corner of this tract;

Thence with the boundary of this tract, N. 06°07'12" W, a distance of 352.83 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, S. 84°55'50" E, a distance of 154.75 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, N. 35°18'50" E, a distance of 563.51 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, S. 79°15'30" E, a distance of 698.57 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, N. 71°11'29" E, a distance of 586.41 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, N. 46°14'46" E, a distance of 945.87 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, N. 50°08'46" W, a distance of 214.34 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northwesterly direction with a tangent curve turning to the right, having a radius of 430.00 feet, central angle of 25°38'22", arc length of 320.01 feet, and whose long chord bears N. 32°49'35" W, a distance of 312.67 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence in a northwesterly direction with a reverse tangent curve turning to the left, having a radius of 470.00 feet, central angle of 71°23'15", arc length of 585.59 feet, and whose long chord bears N. 43°12'01" W, a distance of 548.45 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence in a northwesterly direction with a reverse tangent curve turning to the right, having a radius of 330.00 feet, central angle of 63°34'45", arc length of 366.19 feet, and whose long chord bears N. 47°06'16" W, a distance of 347.69 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 15°18'54" W, a distance of 625.34 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northwesterly direction with a tangent curve turning to the left, having a radius of 370.00 feet, central angle of 33°53'13", arc length of 216.89 feet, and whose long chord bears N. 32°06'30" W, a distance of 213.80 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 48°54'06" W, a distance of 226.78 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northwesterly direction with a tangent curve turning to the right, having a radius of 430.00 feet, central angle of 25°58'01", arc length of 194.88 feet, and whose long chord bears N. 35°58'06" W, a distance of 193.22 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 22°56'06" W, a distance of 140.42 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 830.00 feet, central angle of 17°31'54", arc length of 253.97 feet, and whose long chord bears N. 14°08'08" W, a distance of 252.98 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 05°24'11" E, a distance of 149.83 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 530.00 feet, central angle of 06°20'10", arc length of 58.61 feet, and whose long chord bears N. 02°14'06" W, a distance of 58.58 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 00°55'59" E, a distance of 164.92 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 530.00 feet, central angle of 17°15'29", arc length of 159.64 feet, and whose long chord bears N. 09°33'43" E, a distance of 159.04 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 18°11'28" E, a distance of 83.04 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northeasterly direction with a tangent curve turning to the right, having a radius of 630.00 feet, central angle of 29°37'11", arc length of 325.68 feet, and whose long chord bears N. 33°00'03" E, a distance of 322.07 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 47°48'39" E, a distance of 191.75 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a northeasterly direction with a tangent curve turning to the left, having a radius of 470.00 feet, central angle of 12°43'52", arc length of 104.43 feet, and whose long chord bears N. 41°26'43" E, a distance of 104.22 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, N. 35°04'46" E, a distance of 183.85 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a easterly direction with a tangent curve turning to the right, having a radius of 230.00 feet, central angle of 68°08'25", arc length of 273.53 feet, and whose long chord bears N. 69°08'59" E, a distance of 257.70 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner for the end of this curve;

Thence with the boundary of this tract, S. 76°46'49" E, a distance of 166.19 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a easterly direction with a tangent curve turning to the left, having a radius of 270.00 feet, central angle of 50°58'31", arc length of 240.22 feet, and whose long chord bears N. 77°43'56" E, a distance of 232.37 feet, to the point of beginning, containing 12588408.35 square feet or 288.990 acres.

Thence with the boundary of this tract, S. 36°35'18" E, a distance of 233.26 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner;

Thence in a southeasterly direction with a tangent curve turning to the right, having a radius of 230.00 feet, central angle of 23°08'37", arc length of 92.91 feet, and whose long chord bears S. 25°00'59" E, a distance of 92.72 feet, to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a corner, for the end of this curve;

Thence with the boundary of this tract, N. 90°00'00" E, a distance of 513.09 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, S. 03°41'42" E, a distance of 330.23 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for a point;

Thence with the boundary of this tract, N. 64°10'46" E, a distance of 1024.49 feet to the place of beginning and containing 288.990 acres of land.

CERTIFICATE OF ROAD MAINTENANCE

Subdivision Name: Lakeland Ranch Section One

Upon approval of the plat of the subdivision by the Commissioners Court of Tyler County, Texas, it is understood that all roads shown thereon are private roads and shall remain the property of the developer and the subsequent owners of the property until such time as the Commissioners Court approves the dedication of the roads to the County for maintenance.

Lakeland Ranch, LLC Date

I. & G.N. R.R. CO. SURVEY SECTION NO. 3 ABSTRACT NO. 713

BENJAMIN L. COLES SURVEY ABSTRACT NO. 192

Table with 3 columns: Road Name, Length, Acres. Rows include Lakeland Drive, East Lakeland Court, Lakeland Loop.

A perpetual blanket drainage easement is hereby dedicated for the purpose of allowing stormwater to be discharged onto, over, and across the lots shown hereon.

A 15' unobstructed drainage and utility easement is hereby dedicated on both sides of the roadways shown hereon.

There is a minimum 40' drainage easement along natural waterways shown hereon.

A 20' drainage and utility easement is hereby dedicated on all sides of all lots shown hereon.

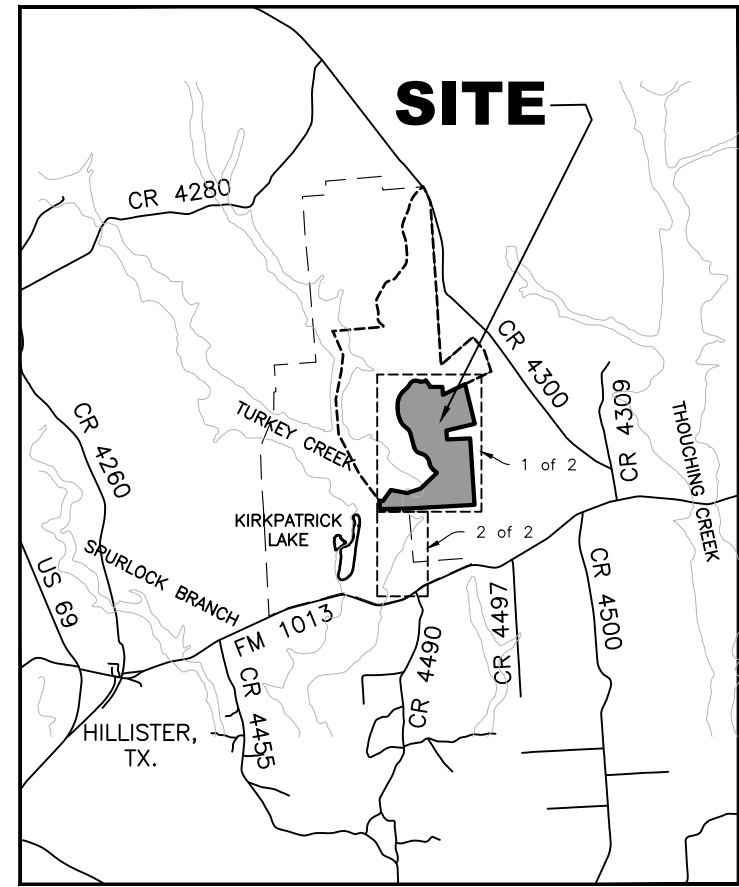
A 20' drainage and utility easement is hereby dedicated along and outside the boundary of Lake Tract 'A'.

Fencing crossing drainage easements and natural flow paths must be installed with engineers, breakaway flood openings or other means as not to impeded natural surface drainage.

Landowners are responsible for evaluating and addressing drainage concerns for their individual tracts. The engineer, surveyor, and developer cannot be held liable for the failure of a landowner to address such concerns prior to construction or modification.

Construction within the drainage easement and FEMA Zone 'X' in Lots 1 & 2, Block One, and within Zone 'A' on any other lot, must be in conformance with all local, state, and federal regulations. Landowners must address and mitigate impacted flow as a result of any within this area construction.

REF.: 1,072.782 Acres out of 2,674.72 Ac. Tr. Vol. 1274, Pg. 566, OPRTC 08.16.2021



VICINITY MAP

LAND USE

Lots 1 to 44 and Lots 46 to 95 are intended for Single Family Residential land use.

Lots 45 and Lake Tract A are hereby dedicated for use by the owners of Single Family Residential lots within this Subdivision.

LEGEND:

- Found 1/2" Iron Pipe or Rod (unless otherwise noted)
Set 1/2" Iron Rod with Cap
Point for lot corner between lake and lots shown hereon.
15' Unobstructed Drainage and Utility Easement
50' Building Setback Line
20' Inundation Easement

PHEBE BALDWIN SURVEY ABSTRACT NO. 80

Umphey Family Limited Partnership, a Texas limited partnership (Called 666.76 Acres) Vol. 574, Pg. 418 DRTCT

Walter Umphrey (Called 1,246.364 Acres) Vol. 460, Pg. 727 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

Tract IX Vol. 574, Pg. 418 DRTCT

MATCH LINE REFER TO SHT 2 OF 2

I. & G.N. R.R. CO. SURVEY SECTION NO. 5 ABSTRACT NO. 700

LAKELAND RANCH SECTION ONE

Tyler County, Texas OWNER/DEVELOPER: Lakeland Ranch, LLC 761 Trinity Hills Drive, Apt. 6108, Austin, Texas 78737

CERTIFICATE OF SURVEYOR

Subdivision Name: Lakeland Ranch Section One Surveyor's Name: Russell T. Gully Surveyor's License No.: 5636

KNOW ALL MEN BY THESE PRESENT, that I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the plat and survey of the subdivision comply with the plat and survey related requirements of the Tyler County Subdivision Regulations, and I further certify that the plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.



December 3, 2021 Date Registered Professional Land Surveyor

Approval of the subdivision plat for filing does not indicate any agreement or understanding that Tyler County will assume responsibility for maintenance of roads, streets, alleys or other areas dedicated to public use on the plat.

Tyler County makes no representation that adequate sewerage facilities will be legally feasible within this subdivision.

All OSSF systems must comply with regulations published by TCEQ.

Tyler County makes no representation that adequate water suitable for human consumption will be available within this subdivision.

Passed and approved by Tyler County Commissioners Court this 15th day of November, 2021.

- Brandon Brown, Pct. 1 Virgil Melton, Jr., Pct. 2 Keith Pearson, Pct. 3 Tim West, Pct. 4 Don Kirkpatrick, County Judge Susan Strickland, County Clerk

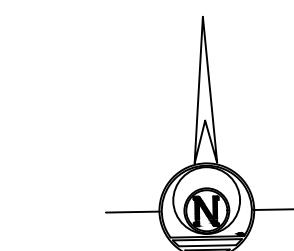
CERTIFICATE OF COUNTY APPROVAL OF PLAT

THE STATE OF TEXAS COUNTY OF TYLER

I, County Clerk of Tyler County, Texas, do hereby certify that on the day of 2021, the Commissioners Court of Tyler County, Texas, passed an Order authorizing the filing for record of the plat of Lakeland Ranch Section One, a subdivision of Tyler County, Texas, that said Order has been duly entered in the minutes of the said Court in , and that the plat of the subdivision has been recorded at Glide in the Plat Records of Tyler County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE this the day of 2021

County Clerk, Tyler County, Texas



SCALE: 1" = 200' GRAPHIC SCALE: FEET

NOTE: Bearings shown hereon are based on the Texas Coordinate System - Central Zone. Distances shown are surface horizontal.



106 SOUTH ADE STREET SAN ANGELO, TEXAS 76903



<p><b>TYLER COUNTY SPECIAL UTILITY DISTRICT</b>  <b>PO DRAWER 138      SPURGER, TEXAS 77660</b>  <b>(409) 429-3994</b></p>
--

November 8, 2021

CG Land Company LLC  
A101 Box 352  
Austin, Texas 78737  
Attn: Gates Walcott

RE: Tyler County Special Utility District - Lakeland Ranch Section One (the "Project")

Dear Mr. Walcott:

This letter is on behalf of Tyler County Special Utility District (the "District") and is provided for you to notify Tyler County that the District intends to serve the above-referenced Project with potable water supply subject to the terms and conditions contained in an agreement between you and the District related to the construction of certain utility infrastructure. These statements do not, in any way, relieve the Project design engineer of any responsibility for adherence to all applicable regulations, criteria or permitting. This approval is for the plat as submitted for review, and shall be valid for plat recordation and/or approval until December 31, 2022.

Should you have any questions, please do not hesitate to let me know.

Sincerely,

**TYLER COUNTY SPECIAL UTILITY DISTRICT**

By: 

Jerry Lovelady  
General Manager for the District

CC: MARISSA ROBERTS

**TYLER COUNTY SPECIAL UTILITY DISTRICT**  
**PO DRAWER 138      SPURGER, TEXAS 77660**  
**(409) 429-3994**

November 8, 2021

CG Land Company LLC  
A101 Box 352  
Austin, Texas 78737  
Attn: Gates Walcott

RE: Tyler County Special Utility District - Lakeland Ranch Section One (the "Project")

Dear Mr. Walcott:

This letter is on behalf of Tyler County Special Utility District (the "District") and is provided for you to notify Tyler County that the District intends to serve the above-referenced Project with potable water supply subject to the terms and conditions contained in an agreement between you and the District related to the construction of certain utility infrastructure. These statements do not, in any way, relieve the Project design engineer of any responsibility for adherence to all applicable regulations, criteria or permitting. This approval is for the plat as submitted for review, and shall be valid for plat recordation and/or approval until December 31, 2022.

Should you have any questions, please do not hesitate to let me know.

Sincerely,

**TYLER COUNTY SPECIAL UTILITY  
DISTRICT**

By: 

Jerry Lovelady  
General Manager for the District

TO: ALAN PETROV

GATES WALCOTT

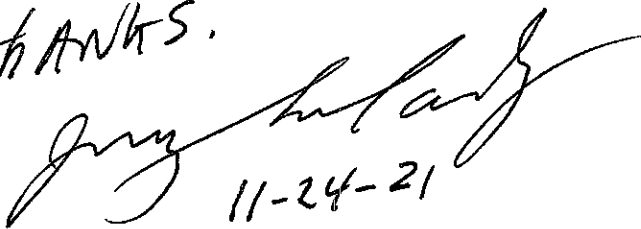
CAPACITIES

FROM: J. LOVELADY  
TCSUD GENERAL MANAGER

PLEASE SEE ENCLOSED INFORMATION  
AS REGARDING THE HILLISTER WELL.

PLEASE CONTACT ME (#409-429-0379)  
IF YOU HAVE ANY QUESTIONS.

THANKS.

  
11-24-21

# TYLER COUNTY SPECIAL UTILITY DISTRICT

## CAPACITIES - HILLISTER WELL SERVICE AREA

**Note: TCSUD has obtained an ACR (Alternative Capacity Requirement) from the TCEQ and the numbers listed below represent that ACR:**

### CURRENT CAPACITIES and ACRs

Hillister Well GPM Production	140 gallons per minute (gpm)
Hillister Storage Tank	50,000 gallons
Pressure Tank	5,000 gallons
Water Main Size on FM 1013	6" main to Proposed Development
Production Capacity (per connection)	0.36 gpm per connection (ACR)
Storage Capacity (per connection)	120 gallons per connection (ACR)
Pressure Tank Capacity (per connection)	12 gallons per connection (ACR)

### CURRENT APPLICATIONS and REMAINDERS (Using Production and Storage ACRs)

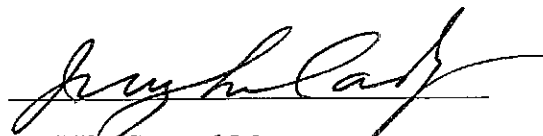
Current - 182 service connections x 0.36	66 gpm (production)
Current - 182 service connections x 120	21,840 gallons (storage)
Current - 182 service connections x 12	2,184 gallons (pressure tank)
Remaining Production Capacity (gpm)	74 (140 - 66)
Remaining Storage Capacity (gallons)	28,160 (50,000 - 21,840)
Remaining Pressure Tank Capacity (gallons)	2,816 (5,000 - 2,184)

### REQUIREMENTS OF PROPOSED DEVELOPMENT (Phase 1)

Production - 95 service connections x 0.36	34 gpm (production)
Storage - 95 service connections x 120	11,400 gallons (storage)
Pressure Tank - 95 service connections x 12	1,140 gallons (pressure tank)

\*\*\*\*\*

These aforementioned numbers are a result of the initial examination of Existing Capacities and the Capacities related to the Proposed Development (Lakeland Ranch - Phase 1), and changes may occur after additional discussion; for example, it is likely that the Hillister Booster Pumps will require an upgrade before water service can be provided.

  
TCSUD General Manager

November 24, 2021



**TYLER COUNTY SPECIAL UTILITY DISTRICT**  
 12139 F.M. 92 S. • P.O. DRAWER 138 • SPURGER, TEXAS 77660  
 PHONE: (409) 429-3994 • Fax: (409) 429-5859



**SERVICE APPLICATION & AGREEMENT**

Applicant's Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_  
 Service Address: \_\_\_\_\_ City: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Additional Phone #: \_\_\_\_\_  
 Driver's License #: \_\_\_\_\_ Email: \_\_\_\_\_

I hereby swear and affirm, as Service Applicant, that I will be financially responsible for the Water Bill & all related fees & charges for water service associated with this Property. I understand that I am responsible for all water usage on this property as metered through the TCSUD water meter. I understand the terms "Customer" and "Applicant" may be used on an interchangeable basis. I also swear & affirm that I will abide by the following water service conditions & stipulations, as listed below:

- A. The District shall sell & deliver water service to the Applicant & the Applicant (Customer) shall purchase, receive, and/or reserve service from TCSUD in accordance with the terms & conditions of its Rules & Regulations & other applicable Policies.
- B. All water shall be metered by a meter(s) to be furnished & installed and owned by the District. The Meter connection is for the sole use of the Customer, & unless designated as a "Master Meter" (commercial service), to provide service for only one (1) dwelling or business.
- C. The Customer shall be bound by the TCSUD Rules & Regulations & other Policies, including the: Cross-Connection Control Program, & Drought Contingency Plan. Copies of these Policies are available to each Customer upon payment of the appropriate copying charges.
- D. The Customer shall pay all service charges & fees in a timely manner in accordance with District Policies. Failure to make timely payment will result in penalties and potential disconnection of the Customer's Service.
- E. By signing this "Service Application & Agreement" (in the space below), Applicant (Customer) agrees that non-compliance with the terms of this Agreement or with the District Policies, by said Applicant (Customer), shall constitute denial or disconnection of water service until such time as the violation is corrected to the satisfaction of the Tyler County Special Utility District.

**RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an airgap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**SERVICE AGREEMENT.** The following are the terms of the service agreement

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water services; when there is reason to believe that cross-connections or other potential contamination hazards. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on the premises.
- E. The Customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

**ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

\_\_\_\_\_  
 SIGNATURE OF APPLICANT

\_\_\_\_\_  
 DATE

**RECEIVED OCT BY TCSUD SUPERVISOR ONLY**

Account # \_\_\_\_\_ Meter # \_\_\_\_\_ New Service # \_\_\_\_\_ Air Deposit \$ \_\_\_\_\_  
 Connection fee \$ \_\_\_\_\_ CSE Inspection Fee \_\_\_\_\_ Application Fee \_\_\_\_\_ Other \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_ PAID \$ \_\_\_\_\_  CASH  CHECK # \_\_\_\_\_  Cash Card  Money Order # \_\_\_\_\_

\_\_\_\_\_  
 Tyler County SUD REPRESENTATIVE

\_\_\_\_\_  
 SIGNATURE

# TYLER COUNTY SPECIAL UTILITY DISTRICT

## **2022 RATES, CHARGES, and FEES**

(effective as of January 1, 2022)

**Minimum Monthly Charge (MMC) –  
No water Included**

	<u>2022</u>
• 5/8" x 3/4" Water Meter	\$31.00
• 1" Meter	\$62.00
• 1 1/2" Meter	\$80.00
• 2" Meter	\$96.00
• Bulk Water	\$160.00

**Volumetric Charge (per 1,000 gallons)**

First Tier (0 – 2,000 gallons)	\$3.90	} per Thousand
Second Tier (2,001 – 5,000 gallons)	\$5.55	
Third Tier (5,001 – 10,000 gallons)	\$6.25	
Fourth Tier (over 10,001 gallons)	\$6.60	

**Other Charges and Fees**

• Service Deposit (5/8" x 3/4" meter) (Additional Deposit – Larger Meter)	\$125.00	} 3/4 inch Standard Tap
• Late Fee (% of water bill)	10%	
• Disconnect Notice	\$3.00	
• Fuel Surcharge	\$2.00	
• Disconnect Fee	\$35.00	
• Connect/Re-connect Fee	\$35.00	
• Disconnection of Unauthorized Service (minimum)	\$40.00	
• Water Service Application Fee	\$30.00	
• Water Service Transfer Fee	\$25.00	
• Meter Testing Fee	\$55.00	
• Meter Profiling Fee	\$25.00	
• Tamper Fee (meter)	\$40.00	
• Tamper Fee (lock)	\$40.00	
• Field Service Fee (standard)	\$40.00	
• Field Service Fee (after hours)	\$50.00	
• Returned Check Fee	\$35.00	
• Customer Inspection (CSI) Fee	\$40.00	
• CSI Reinspection Fee	\$30.00	
• Damages to TCSUD Facilities (minimum)	\$55.00	
• Standard Water Service Connection Fee**	\$600.00	
• "Bored" Water Service Connection Fee**	\$750.00	

\*\*Charges will be higher for Larger Meters  
And longer or larger Road Bores

LAKELAND RANCH

12/21/21

Tyler County Commissioners Court  
100 W Bluff Street  
Woodville, Tx, 75979

Attn: Tyler County Commissioners:

Lakeland Ranch, LLC, understands that they will be responsible for paying for 100% of the Tyler County water improvements needed to supply Lakeland Ranch with potable water from Tyler County Special Utility District

Lakeland Ranch, LLC, will install sleeves under the road to include stub ups on each side of the road for future lines.

Lakeland Ranch, LLC, will pay all costs for upgrades of pumps as needed. Public Utility Certificate is attached.

Lakeland Ranch, LLC, agrees to donate the system and improvements to Tyler County Special Utility District.

Individual property owners will be responsible for paying their own meter & tap fees. Attached is the pricing schedule and the service application & agreement

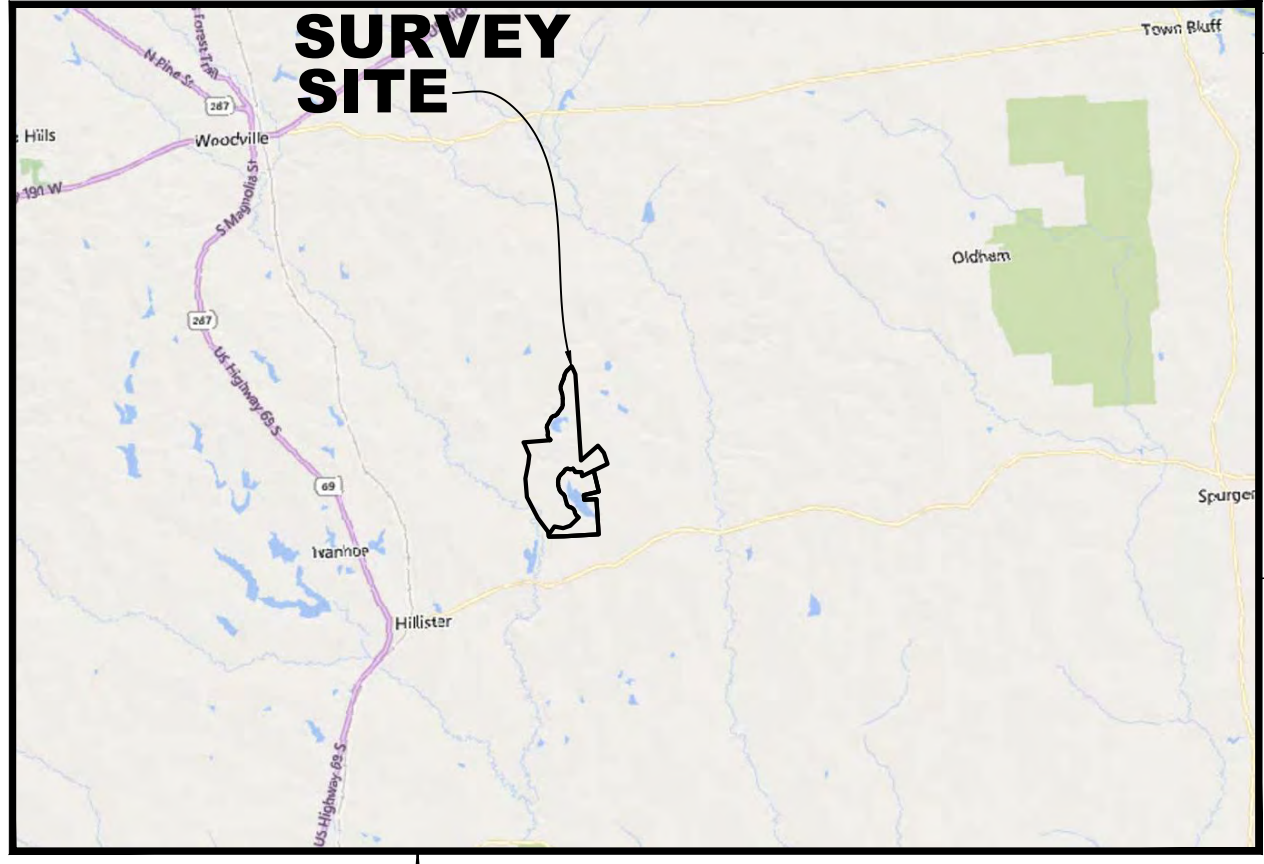
Regards,  
Gates Walcott

A handwritten signature in black ink, appearing to read 'Gates Walcott', written over a horizontal line.

Managing Member, Lakeland Ranch, LLC

COPYRIGHT 2021

THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.



VICINITY MAP

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	36.88'	50.00'	42°15'45"	N64°03'04"E	36.05'
C2	40.43'	25.00'	92°39'17"	N3°24'27"W	36.16'
C3	288.31'	280.00'	58°59'43"	N20°14'14"W	275.74'
C4	175.13'	470.00'	21°20'58"	N1°24'51"W	174.12'
C5	199.68'	280.00'	40°51'38"	N8°20'29"E	195.48'
C6	233.22'	280.00'	47°43'27"	N52°38'01"E	226.54'
C7	281.65'	370.00'	43°36'55"	N54°41'17"E	274.90'
C8	135.59'	1530.00'	5°04'40"	N35°25'10"E	135.55'
C9	233.39'	420.00'	31°50'17"	N22°02'21"E	230.39'
C10	191.13'	1020.00'	10°44'11"	N0°45'07"E	190.85'
C11	15.33'	970.00'	0°54'19"	N5°04'08"W	15.33'
C12	252.52'	970.00'	14°54'58"	N12°58'46"W	251.81'
C13	24.25'	530.00'	2°37'18"	N19°07'36"W	24.25'
C14	417.27'	630.00'	37°56'55"	N1°09'30"E	409.68'
C15	72.71'	1030.00'	4°02'41"	N22°09'18"E	72.70'
C16	201.29'	1020.00'	11°18'25"	N18°30'51"E	200.96'
C17	576.74'	1080.00'	30°35'49"	N28°09'32"E	569.91'
C18	127.46'	530.00'	13°46'43"	N50°20'48"E	127.15'
C19	158.33'	400.00'	22°40'47"	S9°55'21"W	157.30'
C20	255.81'	500.00'	29°18'48"	S16°04'27"E	253.03'
C21	224.90'	500.00'	25°46'20"	S17°50'41"E	223.01'
C22	148.71'	400.00'	21°18'06"	S15°36'34"E	147.86'
C23	100.66'	800.00'	7°12'34"	S22°39'20"E	100.60'

Line Table		
Line #	Bearing	Length
L1	N49°44'05"W	163.65'
L2	N09°15'38"E	76.87'
L3	N12°05'20"W	338.30'
L4	N76°29'45"E	81.91'
L5	N37°57'30"E	420.58'
L6	N06°07'13"E	104.22'
L7	N04°36'58"W	318.90'
L8	N05°31'17"W	123.98'
L9	N20°26'15"W	74.70'
L10	N17°48'58"W	110.62'
L11	N20°07'58"E	183.69'
L12	N24°10'03"E	222.69'
L13	N12°51'38"E	81.94'
L14	N43°27'27"E	192.60'
L15	N46°22'57"E	72.42'
L16	N85°18'53"E	20.41'
L17	S28°08'33"E	152.43'
L18	S25°48'05"E	140.61'
L19	S23°53'03"E	201.92'
L20	S22°17'22"E	208.84'
L21	S21°15'44"W	229.08'
L22	S01°25'03"E	303.20'
L23	S30°43'51"E	179.38'
L24	S04°57'31"E	965.17'
L25	S26°15'37"E	222.80'
L26	S19°03'03"E	602.30'

NOTES CORRESPONDING TO SCHEDULE "B"

- First National Title Insurance Company  
Effective Date: August 23, 2021  
CF No. 2100679-200  
Commitment No. issued October 12, 2021, 3:30 pm.
- Easement recorded in Volume 230, Page 361, Deed Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 226, Page 471, Deed Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 231, Page 145, Deed Records, Tyler County, Texas. **Applies and Affects - as shown.**
  - Easement recorded in Volume 278, Page 327, Deed Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 419, Page 391, Deed Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 446, Page 472, Deed Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 448, Page 781, Deed Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 457, Page 426, Deed Records, Tyler County, Texas. **Blanket in nature, not graphically plot-able. May affect property.**
  - Easement recorded in Volume 475, Page 352, Deed Records, Tyler County, Texas. **Blanket in nature, not graphically plot-able. May affect property.**
  - Easement recorded in Volume 448, Page 781, corrected in Volume 496, Page 878, Deed and Official Public Records, Tyler County, Texas. **Does not affect.**
  - Easement recorded in Volume 636, Page 17, Official Public Records, Tyler County, Texas. **Blanket in nature, not graphically plot-able. May affect property.**
  - Permit to appropriate and use State Water in Volume 680, Page 472, Official Public Records, Tyler County, Texas. **Permit is for a reservoir not located on the subject property.**
  - Easement recorded in Volume 709, Page 252, Official Public Records, Tyler County, Texas. **Blanket in nature, not graphically plot-able. May affect property.**
  - Surface use restrictions agreement recorded in Volume 693, Page 670, Official Public Records, Tyler County, Texas. **Blanket in nature, not graphically plot-able. May affect property.**
  - Easement recorded in Volume 190, Page 481, Deed Records, Tyler County, Texas. **Instrument not provided to Surveyor.**

PLAT SHOWING A SURVEY OF 1072.782 ACRES OF LAND CONSISTING OF 112.911 ACRES OF LAND OUT OF THE PHEBE BALDWIN SURVEY, ABSTRACT NO. 80, TYLER COUNTY, TEXAS, 173.709 ACRES OF LAND OUT OF JOHN JUDSON SURVEY, ABSTRACT NO. 402, TYLER COUNTY, TEXAS, 499.754 ACRES OF LAND OUT OF BENJAMIN J. COLES SURVEY, ABSTRACT NO. 192, TYLER COUNTY, TEXAS, 101.781 ACRES OF LAND OUT OF I. & G.N. R.R. CO. SURVEY, SECTION NO. 3, ABSTRACT NO. 713, TYLER COUNTY, TEXAS, 3.328 ACRES OF LAND OUT OF I. & G.N. R.R. CO. SURVEY, SECTION NO. 4, ABSTRACT NO. 712, TYLER COUNTY, TEXAS, 179.982 ACRES OF LAND OUT OF CHARLES J. WRIGHT SURVEY, ABSTRACT NO. 664, AND 1.317 ACRES OF LAND OUT OF P. KACK SURVEY, ABSTRACT NO. 424, TYLER COUNTY, TEXAS, AND A PROPOSED 60' WIDE INGRESS, EGRESS & UTILITY EASEMENT OUT OF SAID ABSTRACT NO. 80, AND JOHN M. SEIP SURVEY, ABSTRACT NO. 741, BOTH SAID 1072.782 ACRE TRACT OF LAND AND 60' EASEMENT BEING OUT OF THAT CERTAIN 2672.72 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 1274, PAGE 566, OFFICIAL PUBLIC RECORDS OF TYLER COUNTY, TEXAS.

SEE ATTACHED FIELD NOTES.

This property lies entirely within Flood Zones 'A' & 'X' according to FEMA Flood Insurance Rate Map Number 48457C0450 C, April 4, 2011.  
Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.

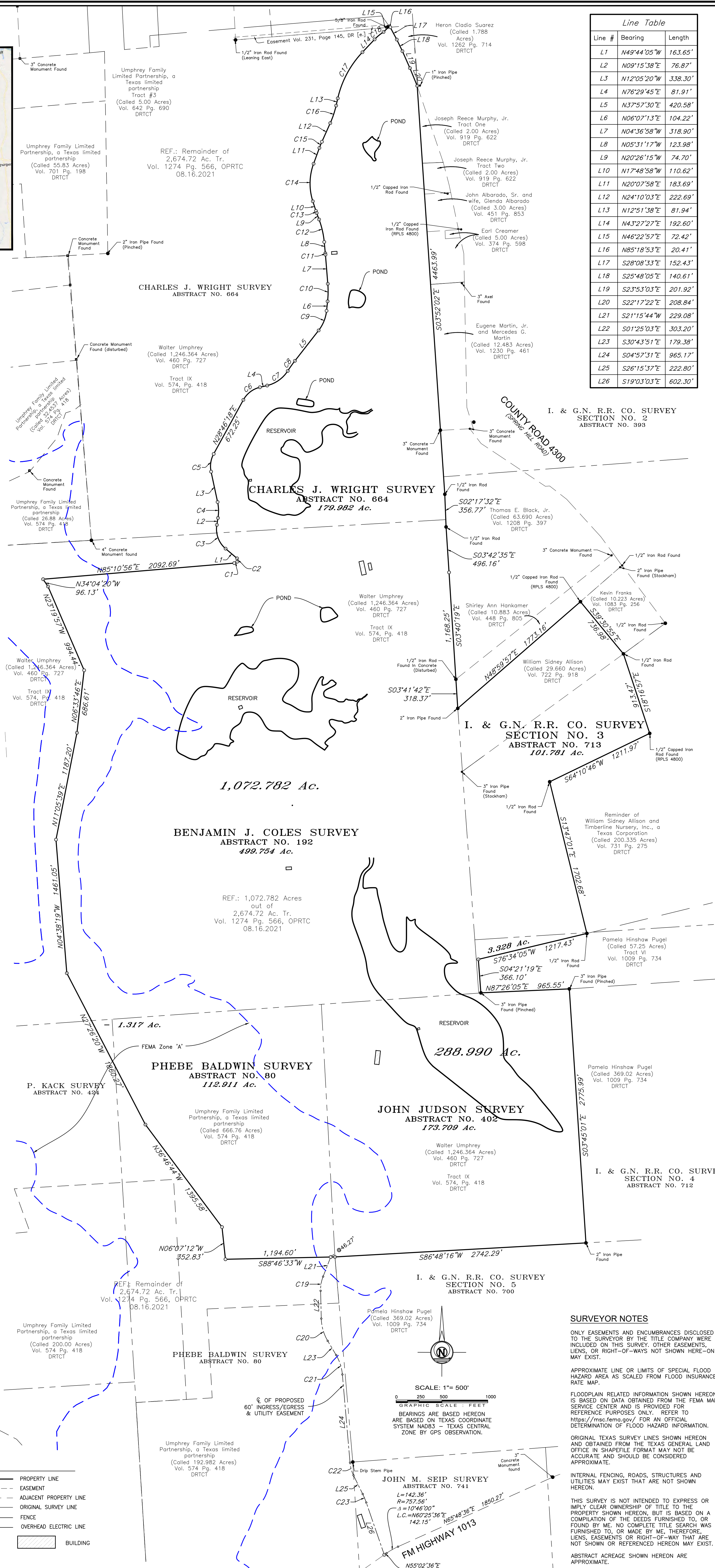
This survey is prepared for the exclusive use and benefit of Lakeland Ranch, LLC. Use of this survey by a third party may not be transferred or assigned. Not valid without the signature and the original seal of a Registered Professional Land Surveyor.

Surveyed on the ground October 4-5, 2021.

RUSSELL T. GULLY  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

LEGEND	
	PROPERTY LINE
	EASEMENT
	ADJACENT PROPERTY LINE
	ORIGINAL SURVEY LINE
	FENCE
	OVERHEAD ELECTRIC LINE
	● Fd. 1/2" I.R. (unless otherwise noted)
	○ SET 1/2" I.R.
	○ POINT
	BUILDING

**SKG ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LAB/CMT  
708 SOUTH ABE STREET PHOENIX: 325.655.1288  
SAN ANGELO, TEXAS 76903 FAX: 325.657.8189  
FIRM No.: 10102400  
www.skg.com



**SURVEYOR NOTES**

ONLY EASEMENTS AND ENCUMBRANCES DISCLOSED TO THE SURVEYOR BY THE TITLE COMPANY WERE INCLUDED ON THIS SURVEY. OTHER EASEMENTS, LIENS, OR RIGHT-OF-WAYS NOT SHOWN HEREON MAY EXIST.

APPROXIMATE LINE OR LIMITS OF SPECIAL FLOOD HAZARD AREA AS SCALED FROM FLOOD INSURANCE RATE MAP.

FLOODPLAIN RELATED INFORMATION SHOWN HEREON IS BASED ON DATA OBTAINED FROM THE FEMA MAP SERVICE CENTER AND IS PROVIDED FOR REFERENCE PURPOSES ONLY. REFER TO <https://msc.fema.gov/> FOR AN OFFICIAL DETERMINATION OF FLOOD HAZARD INFORMATION.

ORIGINAL TEXAS SURVEY LINES SHOWN HEREON AND OBTAINED FROM THE TEXAS GENERAL LAND OFFICE IN SHAPEFILE FORMAT MAY NOT BE ACCURATE AND SHOULD BE CONSIDERED APPROXIMATE.

INTERNAL FENCING, ROADS, STRUCTURES AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.

THIS SURVEY IS NOT INTENDED TO EXPRESS OR IMPLY CLEAR OWNERSHIP OF TITLE TO THE PROPERTY SHOWN HEREON, BUT IS BASED ON A COMPILATION OF THE DEEDS FURNISHED TO, OR FOUND BY ME. NO COMPLETE TITLE SEARCH WAS FURNISHED TO, OR MADE BY ME, THEREFORE, LIENS, EASEMENTS OR RIGHT-OF-WAY THAT ARE NOT SHOWN OR REFERENCED HEREON MAY EXIST.

ABSTRACT ACREAGE SHOWN HEREON ARE APPROXIMATE.



Esign Title 2100679-200  
 After Recording  
 Return To:  
 Esign Title  
 500 Boyd Court  
 Azle, Texas

21-5140

**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.**

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

STATE OF TEXAS                   §  
   §  
 COUNTY OF TYLER               §

TIMBERLINE OPPORTUNITY FUND, LLC, a Texas limited liability company ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and the further consideration of the execution and delivery by Grantee (as defined below) of a promissory note ("Note") payable to the order of Prosperity Bank ("Lender") in the principal amount of Five Million Nine Hundred and Fifty-Three Thousand Nine Hundred and Forty and 10/100 US Dollars (\$5,953,940.10), secured by a vendor's lien and additionally secured by a deed of trust executed by Grantee to David Zalman, as Trustee for the benefit of Lender, covering, among other things, the Property (as defined below), the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to LAKELAND RANCH, LLC, a Texas limited liability company ("Grantee"), the real property in Tyler County, Texas, fully described in Exhibit A, together with (1) all buildings, structures, fixtures, and improvements located on, in, or under the real property and (2) all of Grantor's right, title, and interest in and to the appurtenances to the real property, including but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, though, or adjoining the real property; all oil, gas, or other minerals under the real property; all strips and gores between the described real property and abutting properties; and all utility, access, and development rights (collectively, "Property").

SAVE AND EXCEPT Grantor expressly reserves for Grantor and Grantor's heirs, successors, and assigns, an easement over, on, and across the Property and along the entire western boundary road for the purpose of ingress to and egress from Grantor's other property, to and from County Road 4300 or Spring Hill Road.

This General Warranty Deed with Vendor's Lien and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor and accepted by Grantee subject to taxes for the year 2021, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part thereof.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES,

EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S GENERAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.


But it is expressly agreed that the vendor's lien, as well as superior title in and to the Property, is retained against the Property in favor of Grantor, its successors, and its assigns until the entire principal balance of the Note and all interest are fully paid according to its terms, when this General Warranty Deed with Vendor's Lien will become absolute. In consideration of the cash payment to Grantor, Grantor assigns, without recourse, the vendor's lien and superior title to Lender, its successors, and its assigns, as security for Grantee's Note to Lender.

Grantee's address is: Lakeland Ranch, LLC  
11601 W. Hwy. 290  
Suite A101, Box 352  
Austin, Texas 78737


EXECUTED as of October 26, 2021.

**GRANTOR:**

TIMBERLINE OPPORTUNITY FUND, LLC

By:  2021-10-26

Christopher Boone, Co-Manager

By:  2021-10-26

Shawn Broussard, Co-Manager

STATE OF TEXAS §

§

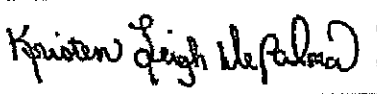
COUNTY OF Collin §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Christopher Boone, Co-Manager of Timberline Opportunity Fund, LLC, known to me to be the person whose names is subscribed to the foregoing instrument and acknowledged to me that they executed it for the purposes and consideration expressed in the instrument. The acknowledging person personally appeared by:  
 physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

Given under my hand and seal of office, this 26th day of October, 2021.



  
Notary Public—State of Texas

Apr. 20, 2025

STATE OF TEXAS §

§

COUNTY OF Collin

§

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Shawn Broussard, Co-Manager of Timberline Opportunity Fund, LLC, known to me to be the person whose names is subscribed to the foregoing instrument and acknowledged to me that they executed it for the purposes and consideration expressed in the instrument. The acknowledging person personally appeared by:  
 physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

Given under my hand and seal of office, this 25<sup>th</sup> day of October, 2021.



*Kristen Leigh Depalma*

Notary Public—State of Texas

Apr. 20, 2025

## FIELD NOTES

1072.782 Acres &amp; 60' Ingress, Egress, &amp; Utility Easement.

October 8, 2021  
21-E-1353.

## 1072.782 Acre Tract

Being 1072.782 acres of land in Tyler County, Texas, and said 1072.782 acres of land consists of 112.911 acres of land out of the Phebe Baldwin Survey, Abstract No. 80, Tyler County, Texas, 173.709 acres of land out of John Judson Survey, Abstract No. 402, Tyler County, Texas, 503.082 acres of land out of Benjamin J. Coles Survey, Abstract No. 192, Tyler County, Texas, 101.781 acres of land out of I & G.N. R.R. Co. Survey, Section No. 3, Abstract No. 713, Tyler County, Texas, 179.982 acres of land out of Charles J. Wright Survey, Abstract No. 664, and 1.317 acres of land out of P. Kack Survey, Abstract No. 424, Tyler County, Texas, and said 1072.782 acre tract of land being out of that certain 2674.72 acre tract of land described and recorded in Volume 1274, Page 566, Official Public Records of Tyler County, Texas and described more particularly by metes and bounds as follows:

Beginning at a 2" iron pipe found for the southeast corner of this tract and the southeast corner of said Abstract No. 402 and the southwest corner of I & G.N. R.R. Co. Survey, Section No. 4, Abstract No. 712, Tyler County, Texas, and said corner having coordinates of N: 10263976.90 E: 4181613.41 based on Texas State Plane Coordinate System NAD83, Central Zone;

Thence with the south line of this tract and the south line of said Abstract No. 402, S. 86°48'16" W. a distance of 2742.29 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southwest corner of said same Abstract No. 402;

Thence continuing with the south line of this tract S. 88°46'33" W at 46.27 feet pass a point for the northernmost point of the centerline of a proposed 60 feet wide ingress, egress, and utility easement described separately in this document, in all 1194.60 feet to the southernmost southwest corner of this tract;

Thence with the southernmost west line of this tract as follows:

N. 06°07'12" W. a distance of 352.83 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 36°46'44" W. a distance of 1395.58 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 27°26'20" W. a distance of 1860.27 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 04°38'19" W. a distance of 1461.05 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 11°05'39" E. a distance of 1187.20 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 06°33'46" E. a distance of 686.61 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 23°19'57" W. a distance of 994.44 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

**TRACT I - 1072.782 ACRES**

Being 1072.782 acres of land in Tyler County, Texas, and said 1072.782 acres of land consists of 112.911 acres of land out of the Phebe Baldwin Survey, Abstract No. 80, Tyler County, Texas, 173.709 acres of land out of John Judson Survey, Abstract No. 402, Tyler County, Texas, 503.082 acres of land out of Benjamin J. Coles Survey, Abstract No. 192, Tyler County, Texas, 101.781 acres of land out of I. & G.N. R.R. Co. Survey, Section No. 3, Abstract No. 713, Tyler County, Texas, 179.982 acres of land out of Charles J. Wright Survey, Abstract No. 664, and 1.317 acres of land out of P. Kack Survey, Abstract No. 424, Tyler County, Texas, and said 1072.782 acre tract of land being out of that certain 2674.72 acre tract of land described and recorded in Volume 1274, Page 566, Official Public Records of Tyler County, Texas and described more particularly by metes and bounds as follows:

Beginning at a 2" iron pipe found for the southeast corner of this tract and the southeast corner of said Abstract No. 402 and the southwest corner of I. & G.N. R.R. Co. Survey, Section No. 4, Abstract No. 712, Tyler County, Texas, and said corner having coordinates of N: 10263976.90 E: 4181613.41 based on Texas State Plane Coordinate System NAD83, Central Zone;

Thence with the south line of this tract and the south line of said Abstract No. 402, S. 86°48'16" W. a distance of 2742.29 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southwest corner of said same Abstract No. 402;

Thence continuing with the south line of this tract S. 88°46'33" W at 46.27 feet pass a point for the northernmost point of the centerline of a proposed 60 feet wide ingress, egress, and utility easement described separately in this document, in all 1194.60 feet to the southernmost southwest corner of this tract;

Thence with the southernmost west line of this tract as follows:

N. 06°07'12" W. a distance of 352.83 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 36°46'44" W. a distance of 1395.58 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 27°26'20" W. a distance of 1860.27 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 04°38'19" W. a distance of 1461.05 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 11°05'39" E. a distance of 1187.20 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 06°33'46" E. a distance of 686.61 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

N. 23°19'57" W. a distance of 994.44 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a point;

## EXHIBIT A - Page 2

N. 34°04'20" W. a distance of 96.13 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a reentrant corner of this tract;

Thence with the boundary of this tract N. 85°10'56" E. a distance of 2092.69 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence with the northernmost west line of this tract and generally along a 30' offset from the centerline of a proposed roadway as follows:

Thence in a northeasterly direction with a tangent curve turning to the left, having a radius of 50.00 feet, central angle of 42°15'45", arc length of 36.88 feet, and whose long chord bears N. 64°03'04" E. a distance of 36.05 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

Thence in a northerly direction with a compound tangent curve turning to the left, having a radius of 25.00 feet, central angle of 92°39'17", arc length of 40.43 feet, and whose long chord bears N. 03°24'27" W. a distance of 36.16 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 49°44'05" W. a distance of 163.65 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 280.00 feet, central angle of 58°59'43", arc length of 288.31 feet, and whose long chord bears N. 20°14'14" W. a distance of 275.74 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 09°15'38" E. a distance of 76.87 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northerly direction with a tangent curve turning to the left, having a radius of 470.00 feet, central angle of 21°20'58", arc length of 175.13 feet, and whose long chord bears N. 01°24'51" W. a distance of 174.12 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 12°05'20" W. a distance of 338.30 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 280.00 feet, central angle of 40°51'38", arc length of 199.68 feet, and whose long chord bears N. 08°20'29" E. a distance of 195.48 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 28°46'18" E. a distance of 672.25 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northeasterly direction with a tangent curve turning to the right, having a radius of 280.00 feet, central angle of 47°43'27", arc length of 233.22 feet, and whose long chord bears N. 52°38'01" E. a distance of 226.54 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

## EXHIBIT A - Page 3

**N. 76°29'45" E.** a distance of **81.91** feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northeasterly direction with a tangent curve turning to the left, having a radius of 370.00 feet, central angle of 43°36'55", arc length of 281.65 feet, and whose long chord bears **N. 54°41'17" E.** a distance of **274.90** feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

Thence in a northeasterly direction with a reverse tangent curve turning to the right, having a radius of 1530.00 feet, central angle of 05°04'40", arc length of 135.59 feet, and whose long chord bears **N. 35°25'10" E.** a distance of **135.55** feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

**N. 37°57'30" E.** a distance of **420.58** feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northerly direction with a tangent curve turning to the left, having a radius of 420.00 feet, central angle of 31°50'17", arc length of 233.39 feet, and whose long chord bears **N. 22°02'21" E.** a distance of **230.39** feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

**N. 06°07'13" E.** a distance of **104.22** feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northerly direction with a tangent curve turning to the left, having a radius of 1020.00 feet, central angle of 10°44'11", arc length of 191.13 feet, and whose long chord bears **N. 00°45'07" E.** a distance of **190.85** feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

**N. 04°36'58" W.** a distance of **318.90** feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northerly direction with a tangent curve turning to the left, having a radius of 970.00 feet, central angle of 00°54'19", arc length of 15.33 feet, and whose long chord bears **N. 05°04'08" W.** a distance of **15.33** feet, to a ½" iron rod with cap set for the end of this curve;

**N. 05°31'17" W.** a distance of **123.98** feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northerly direction with a tangent curve turning to the left, having a radius of 970.00 feet, central angle of 14°54'58", arc length of 252.52 feet, and whose long chord bears **N. 12°58'46" W.** a distance of **251.81** feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

**N. 20°26'15" W.** a distance of **74.70** feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 530.00 feet, central angle of 02°37'18", arc length of 24.25 feet, and whose long chord bears **N. 19°07'36"**

## EXHIBIT A - Page 4

W. a distance of 24.25 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 17°48'58" W. a distance of 110.62 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 630.00 feet, central angle of 37°56'55", arc length of 417.27 feet, and whose long chord bears N. 01°09'30" E. a distance of 409.68 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 20°07'58" E. a distance of 183.69 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northerly direction with a tangent curve turning to the right, having a radius of 1030.00 feet, central angle of 04°02'41", arc length of 72.71 feet, and whose long chord bears N. 22°09'18" E. a distance of 72.70 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 24°10'03" E. a distance of 222.69 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the left;

Thence in a northerly direction with a tangent curve turning to the left, having a radius of 1020.00 feet, central angle of 11°18'25", arc length of 201.29 feet, and whose long chord bears N. 18°30'51" E. a distance of 200.96 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 12°51'38" E. a distance of 81.94 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northeasterly direction with a tangent curve turning to the right, having a radius of 1080.00 feet, central angle of 30°35'49", arc length of 576.74 feet, and whose long chord bears N. 28°09'32" E. a distance of 569.91 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 43°27'27" E. a distance of 192.60 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence in a northeasterly direction with a tangent curve turning to the right, having a radius of 530.00 feet, central angle of 13°46'43", arc length of 127.46 feet, and whose long chord bears N. 50°20'48" E. a distance of 127.15 feet, to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve;

N. 46°22'57" E. a distance of 72.42 feet to a 5/8" iron rod found for the northwest corner of this tract;

N. 85°18'53" E. a distance of 20.41 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the northeast corner of this tract;



## EXHIBIT A - Page 5

Thence with the northernmost east line of this tract and said 2674.72 acre tract and the west line of that certain 1.788 acre tract of land described and recorded in Volume 1262, Page 714, Deed Records of Tyler County, Texas, as follows:

S. 28°08'33" E. a distance of 152.43 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an angle point in the east line of this tract;

S. 25°48'05" E. a distance of 140.61 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an angle point in the east line of this tract;

S. 23°53'03" E. a distance of 201.92 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an angle point in the east line of this tract;

S. 22°17'22" E. a distance of 208.84 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an angle point in the east line of this tract;

Thence continuing with the east line of this tract and said 2674.72 acre tract and with the west line of I. & G.N. R.R. Co. Survey, Section No. 2, Abstract No. 393 and the east line of said Charles J. Wright Survey, Abstract No. 664, S. 03°52'02" E. at 3763.66 feet pass a concrete monument found at the southwest corner of a 12.483 acre tract of land described and recorded in Volume 1230, Page 461, Deed Records of Tyler County, Texas in all a distance of 4463.99 feet to a ½" iron rod found for an angle point in the east line of this tract;

Thence continuing with the east line of this tract and said 2674.72 acre tract, the west line of said Abstract No. 713, and the east line of said Abstract No. 192 as follows:

S. 02°17'32" E. a distance of 356.77 feet to a ½" iron rod found for an angle point in the east line of this tract;

S. 03°42'35" E. a distance of 496.16 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an angle point in the east line of this tract;

S. 03°40'19" E. a distance of 1168.25 feet to a disturbed ½" iron rod in concrete found for the southwest corner of that certain 63.690 acre tract described and recorded in Volume 1208, Page 397, Deed Records of Tyler County, Texas;

S. 03°41'42" E. a distance of 318.37 feet to a 2" iron pipe found for an interior point of this tract and the southwest corner of that certain 10.883 acre tract described and recorded in Volume 448, Page 805, Deed Records of Tyler County, Texas;

Thence with the boundary of this tract and the south line of said 10.883 acre tract, N. 48°59'57" E. a distance of 1773.16 feet to a ½" iron rod with cap marked "RPLS 4800" found for the northwest corner of that certain 10.223 acre tract described and recorded in Volume 1083, Page 256, Deed Records of Tyler County, Texas;

Thence with the boundary of this tract and the west line of said 10.223 acre tract, S. 39°30'55" E. a distance of 736.98 feet to a ½" iron rod found for a point;

Thence with the boundary of this tract S. 18°16'57" E. a distance of 913.47 feet to a ½" iron rod with cap marked "RPLS 4800" found for a reentrant cor

EXHIBIT A - Page 6

Thence with the boundary of this tract S.  $64^{\circ}10'46''$  W. a distance of 1211.97 feet to a  $\frac{1}{2}$ " iron rod found for an interior corner of this tract;

Thence with the boundary of this tract and the west line of that certain 200.335 acre tract described and recorded Volume 731, Page 275, Deed Records of Tyler County, Texas, S.  $13^{\circ}47'01''$  E. a distance of 1702.68 feet to a  $\frac{1}{2}$ " iron rod found for a reentrant corner and the southwest corner of said same 200.335 acre tract and being in the south line of said Abstract No. 713;

Thence with the boundary of this tract S.  $76^{\circ}34'05''$  W. a distance of 1217.43 feet to a  $\frac{1}{2}$ " iron rod with cap marked "SKG ENGINEERS" set for an interior corner of this tract;

Thence with the boundary of this tract S.  $04^{\circ}21'19''$  E. a distance of 366.10 feet to a 3" iron pipe found for an interior corner of this tract;

Thence with the boundary of this tract N.  $87^{\circ}26'05''$  E. a distance of 965.55 feet to a 3" iron pipe found for an ell corner of this tract;

Thence with the southernmost east line of this tract and the west line of said Abstract No. 712, S.  $03^{\circ}45'01''$  E. a distance of 2775.99 feet to the point of beginning and containing an area of 1072.782 acres of land, more or less.

CONTINUED ON NEXT PAGE

**TRACT II - 60' Ingress, Egress & Utility Easement**

Being the centerline of a proposed 60 feet wide ingress, egress, and utility easement located in Phebe Baldwin Survey, Abstract No. 80 and John M. Seip Survey, Abstract No. 741, Tyler County, Texas, and also being out of that certain 2674.72 acre tract of land described and recorded in Volume 1274, Page 566, Official Public Records of Tyler County, Texas and described more particularly by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" set for the centerline of this easement in the south line of the previously described 1072.782 acre tract from which a ½" iron rod with cap marked "SKG ENGINEERS" set for the northwest corner of said Abstract No. 700 bears N. 88°46'33" E. 46.27 feet, said beginning point having coordinates of N:10263823.04, E:4178829.13;

Thence with the centerline of this easement S. 21°15'44" W. a distance of 229.08 feet to a point for the beginning of a curve to the left;

Thence in a southerly direction with a tangent curve turning to the left, having a radius of 400.00 feet, central angle of 22°40'47", arc length of 158.33 feet, and whose long chord bears S. 09°55'21" W. a distance of 157.30 feet, to a point for the end of this curve;

Thence with the centerline of this easement S. 01°25'03" E. a distance of 303.20 feet to a point for the beginning of a curve to the left;

Thence in a southerly direction with a tangent curve turning to the left, having a radius of 500.00 feet, central angle of 29°18'48", arc length of 255.81 feet, and whose long chord bears S. 16°04'27" E. a distance of 253.03 feet, to a point for the end of this curve;

Thence with the centerline of this easement S. 30°43'51" E. a distance of 179.38 feet to a point for the beginning of a curve to the right;

Thence in a southerly direction with a tangent curve turning to the right, having a radius of 500.00 feet, central angle of 25°46'20", arc length of 224.90 feet, and whose long chord bears S. 17°50'41" E. a distance of 223.01 feet, to a point for the end of this curve;

Thence with the centerline of this easement S. 04°57'31" E. a distance of 965.17 feet to a point for the beginning of a curve to the left;

Thence in a southerly direction with a tangent curve turning to the left, having a radius of 400.00 feet, central angle of 21°18'06", arc length of 148.71 feet, and whose long chord bears S. 15°36'34" E. a distance of 147.86 feet, to a point for the end of this curve;

Thence with the centerline of this easement S. 26°15'37" E. a distance of 222.80 feet to a point for the beginning of a curve to the right;

Thence in a southeasterly direction with a tangent curve turning to the right, having a radius of 800.00 feet, central angle of 07°12'34", arc length of 100.66 feet, and whose long chord bears S. 22°39'20" E. a distance of 100.60 feet, to a point for the end of this curve;

Thence with the centerline of this easement S. 19°03'03" E. a distance of 602.30 feet to a magnetic nail set for the end of this easement in the north line of FM Highway 1013 from which a 3" concrete right of way monument found bears N. 55°02'36" E. 31.26 feet to the beginning of a curve to the right, said curve

EXHIBIT A - Page 8

Thence with the centerline of this easement S. 19°03'03" E. a distance of 602.30 feet to a magnetic nail set for the end of this easement in the north line of FM Highway 1013 from which a 3" concrete right of way monument found bears N. 55°02'36" E. 31.26 feet to the beginning of a curve to the right, said curve

having a radius of 757.56 feet, central angle of 10°46'00", arc length of 142.36 feet, and whose long chord bears N. 60°25'36" E. 142.15 feet to a point for the end of this curve, N. 65°48'36" E. 1850.27 feet.



TITLE

2100679-200

ESIGN TITLE GF NO.: 2100679-200

Section 193.003 of the Local Government Code has been amended to provide that such a Declaration of Authenticity must be indexed to contain names of the grantors and grantees.

**DECLARATION OF AUTHENTICITY**

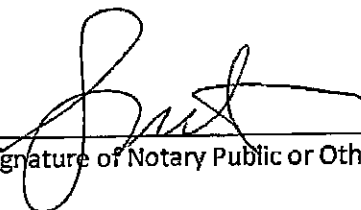
**PURSUANT TO §SB 2128 AND §SEC 12.0013 TEXAS PROPERTY CODE**

State of Texas §  
County of Tarrant §

The attached document, General Warranty Deed with Vendors Lien dated October 26, 2021 and containing 11 pages, is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution.

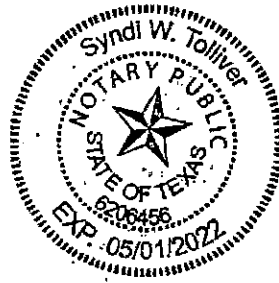
This declaration is made under penalty of perjury.

Signed this 26<sup>TH</sup> day of October of 2021

  
\_\_\_\_\_  
Signature of Notary Public or Other Officer

Syndi W. Tolliver  
\_\_\_\_\_  
Printed Name of Notary Public

My commission expires: MAY 1, 2022



Affix Notary Seal

FILED FOR RECORD  
AT 3:00 O'CLOCK P M  
ON THE 28<sup>th</sup> DAY OF Oct.  
A.D. 2021  
Vol. 1283 Page 305  
In the Official Public Records

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,  
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFOR-  
CIBLE UNDER FEDERAL LAW.



STATE OF TEXAS )  
COUNTY OF TYLER ) OFFICIAL PUBLIC RECORD

I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon by  
me and was duly RECORDED in the Volume  
and Page of the named RECORDS of Tyler  
County, Texas, as stamped hereon by me.

**Donece Gregory**  
COUNTY CLERK, TYLER COUNTY, TEXAS

BY Kelley Jobe  
DEPUTY

Donece Gregory  
COUNTY CLERK  
TYLER COUNTY, TEXAS

21-5140  
3:00P  
ck# 10554

R/T

Synda Golliver

Env. Prod.

Esign Title

500 Boyd CT

Ayle, Tx. 76020-4806

# Hydrologic Analysis Report

.....

*Lakeland Ranch  
Phase I – Section One  
Tyler County, Texas*



SKG Engineering, LLC  
F-7608  
12.02.2021

PREPARED FOR:  
Mr. Clay Signor  
Lakeland Ranch, LLC  
761 Trinity Hills Dr. Apt 6108  
Austin, Texas 78737



November 2, 2021

21-E-1353

Mr. Clay Signor  
Lakeland Ranch, LLC  
761 Trinity Hills Dr. Apt 6108  
Austin, Texas 78737

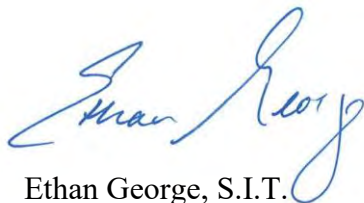
**Subject:** Hydrologic Analysis Report, Lakeland Ranch, Phase I  
Section One, Tyler County, Texas

Dear Mr. Signor,


In accordance with your authorization, SKG Engineering has completed its hydrologic analysis at the referenced site. The work was done in accordance with the proposal dated the 1<sup>st</sup> day of October 2021. The data and results are included in the attached report.

If you have any questions or comments, or if we can be of any more service to you, please do not hesitate to contact us at (325) 655-1288.

Sincerely,  
SKG Engineering, LLC

  
Ethan George, S.I.T.



  
Russell Gully, P.E.

SKG Engineering, LLC  
F-7608  
12.02.2021

Attachments – Hydrologic Analysis Report

CC: File

**Table of Contents**

**1.0 Introduction..... 1**

**2.0 Site and Project Description..... 1**

**3.0 Flood Plain Designation..... 1**

**4.0 Soils ..... 1**

**5.0 Groundwater ..... 1**

**6.0 Site Investigation..... 1**

**7.0 Drainage..... 2**

    7.1 Drainage..... 2

        7.1.1 Pre-Development Calculations..... 2

        7.1.2 Post-Development Calculations ..... 4

**8.0 Assessment of Impacts..... 5**

**9.0 Conclusion and Findings ..... 5**

**10.0 Limitations..... 5**

**11.0 References..... 6**

**Attachments**

- A – Maps
- B – Soils
- C – FEMA Map
- D – Drainage Map
- E – Basin Data
- F – Weir Details
- G – Bridge and Culvert Details
- H – Hydrographs

## **1.0 Introduction**

The purpose of this hydrologic study is to describe, in general, the existing stormwater drainage conditions for the proposed Lakeland Ranch – Section One (project), the proposed improvements, how post-project drainage conditions will be affected.

## **2.0 Site and Project Description**

Lakeland Ranch, LLC is proposing to develop approximately 288.99 acres of land into 95 residential tracts approximately 2.5-miles east of Hillister in Tyler County, Texas. This study and report were prepared to encompass aspects and considerations of the proposed phase of the development only. See General Location Map in Attachment A for the general location.

The approximate gross acreage of the entire project site is 2500-acres. The southern portion of the project site, known as “Phase I, Section One”, consists of approximately 288.99-acres. The land is rolling with area of large timber and a 45-acre lake.

The project site is located in the Little Turkey Creek – Turkey Creek sub-watershed. Regional drainage patterns generally direct stormwater runoff through small to medium sized, seasonal streams and unmaintained channels. Watershed analysis maps are included in Attachment D.

The contributing drainage area is situated within the Imperial Hydrologic Unit of the Little Turkey Creek – Turkey Creek sub-watershed in the Turkey Creek – Village Creek watershed. The hydrologic unit code is 120200060206 of the USDA National Resources Conservation Services, (NRCS). The sub-watershed encompasses an area of approximately 28,558.28 acres that extends from Woodville, Texas, south nearly to FM Highway 1943.

## **3.0 Flood Plain Designation**

The project site is primarily located in Zone “A” and “X” of the Federal Emergency Management Agency National Flood Hazard Area map. Zone “X” is classified as areas of minimal flooding. Portions of the site are also located in Zone “A” of the FEMA map. Zone “A” is classified as area of 100-year floods. No Flood Insurance Study Report was available for this area to determine existing flows. The FEMA map is included in Attachment C.

## **4.0 Soils**

Soil data was obtained from the USDA soil survey of Tyler County. Additional maps and information concerning soil types and features are available in Attachment B. Soils that are in abundance in the Facility area include:

- Doucette loamy sand, 1 to 5 percent slopes
- Alazan very fine sandy loam, 0 to 4 percent slopes

The majority of the soils present in the contributing drainage areas are of the hydrologic soil group C & D. Class C & D soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a clay-pan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

## **5.0 Groundwater**

Determination of groundwater static level and/or quality is neither a concern nor factor for the scope of work for this study.

## **6.0 Site Investigation**

The project site was investigated by SKG Engineering personnel on September 1, 2021.

## 7.0 Drainage

### 7.1 Drainage

The objective is to maintain the existing offsite drainage conditions as they currently exist. Most of the existing county roads and dirt roads within the project area drain to existing drainage swales next to the shoulders of the roads on both sides. The drainage swales collect the run-off from rain events, and convey it to existing tributaries, creeks, and impoundments.

The contributing drainage area is comprised of approximately 378.390-acres of range land that contributes runoff to existing tributaries which flow primarily from northeast to southwest through the proposed development. Based on a site investigation, and storm water runoff models, it has been determined that off-site drainage contributions will have minimal impacts on the project site, as most contributing drainage comes from the development itself. A drainage map of the contributing watershed is included in Attachment D.

#### 7.1.1 Pre-Development Calculations

A series of hydrology calculations using the TR-55 method were conducted to determine the velocity and volume of flow for each watershed, with the following considerations:

These flows are only those which either generate on-site or pass through the site of the proposed development.

Design storms are specified as published by the NRCS. These precipitation frequency values are presented for a duration of 24 hours at return periods of 1, 2, 5, 10, 25, 50, and 100 years. Storms of 10 and 100 year were used for design purposes.

A total of three sub-basins make up the 378-acres of the proposed development area and the surrounding contributing area. The basins are labeled B1 through B3. The general results of the initial calculations are shown below. See Attachment E for more information.

Time of concentration (Tc) was calculated using the Kerby method for overland flow and the results are as follows:

$$T_c = ((0.67 * n * L_o) / \sqrt{S})^{0.467}$$

Basin	Roughness (n)	Length of Flow (Lo)	Overland Slope (S)	Tc
1B	0.2	4100.46	0.056	37.3
2B	0.2	5336.54	0.043	44.7
3B	0.2	4648.55	0.054	39.79

A composite runoff curve number of 75 was selected taking in consideration the pre-developed conditions of the project site. Predevelopment calculations were as follows:

**PRE 10-YEAR**

<b>Basin Name</b>	<b>3B</b>	<b>2B</b>	<b>1B</b>
Time of Concentration (TC) (hr)	0.663	0.745	0.622
Drainage Area (Am)(mi <sup>2</sup> )	0.148	0.307	0.138
Rainfall (P) (in)	8.2	8.2	8.2
Runoff Curve Number (CN)	75	75	75
Pond and Swamp Area (%)	0	20	0
Rainfall Distribution	Type III	Type III	Type III
Unit Peak Discharge Computation Method	Normal	Normal	Normal
Potential Maximum Retention (S) (in)	3.333	3.333	3.333
Runoff (Q) (in)	5.222	5.222	5.222
Initial Abstraction (Ia) (in)	0.667	0.667	0.667
Initial Abstraction / Rainfall (Ia/P)	0.081	0.081	0.081
Unit Peak Discharge (Qu) (cfs/mi <sup>2</sup> /in)	369.286	349.836	380.25
Pond and Swamp Factor (Fp)	1	0.606	1
Peak Discharge (Qp = Qu*Am*Q*Fp) (cfs)	284.59	340.202	274.302

**PRE 100-YEAR**

<b>Basin Name</b>	<b>3B</b>	<b>2B</b>	<b>1B</b>
Time of Concentration (TC) (hr)	0.663	0.745	0.622
Drainage Area (Am)(mi <sup>2</sup> )	0.148	0.307	0.138
Rainfall (P) (in)	12.1	12.1	12.1
Runoff Curve Number (CN)	75	75	75
Pond and Swamp Area (%)	0	20	0
Rainfall Distribution	Type III	Type III	Type III
Unit Peak Discharge Computation Method	Normal	Normal	Normal
Potential Maximum Retention (S) (in)	3.333	3.333	3.333
Runoff (Q) (in)	8.852	8.852	8.852
Initial Abstraction (Ia) (in)	0.667	0.667	0.667
Initial Abstraction / Rainfall (Ia/P)	0.055	0.055	0.055
Unit Peak Discharge (Qu) (cfs/mi <sup>2</sup> /in)	377.945	358.067	389.138
Pond and Swamp Factor (Fp)	1	0.606	1
Peak Discharge (Qp = Qu*Am*Q*Fp) (cfs)	493.708	590.231	475.826

### 7.1.2 Post-Development Calculations

The same conditions and standards as specified above were used calculating the post-development conditions as the pre-conditions with the exception of the following.

A composite runoff curve number of 82 was selected taking in consideration the pre-developed conditions of the project site. Post development calculations were as follows:

#### POST 10-YEAR

Basin Name	3B	2B	1B
Time of Concentration (TC) (hr)	0.663	0.745	0.622
Drainage Area (Am)(mi <sup>2</sup> )	0.148	0.307	0.138
Rainfall (P) (in)	8.2	8.2	8.2
Runoff Curve Number (CN)	82	82	82
Pond and Swamp Area (%)	0	20	0
Rainfall Distribution	Type III	Type III	Type III
Unit Peak Discharge Computation Method	Normal	Normal	Normal
Potential Maximum Retention (S) (in)	2.195	2.195	2.195
Runoff (Q) (in)	6.05	6.05	6.05
Initial Abstraction (Ia) (in)	0.439	0.439	0.439
Initial Abstraction / Rainfall (Ia/P)	0.054	0.054	0.054
Unit Peak Discharge (Qu) (cfs/mi <sup>2</sup> /in)	378.466	358.562	389.673
Pond and Swamp Factor (Fp)	1	0.606	1
Peak Discharge (Qp = Qu*Am*Q*Fp) (cfs)	337.869	403.927	325.63

#### POST 100-YEAR

Basin Name	3B	2B	1B
Time of Concentration (TC) (hr)	0.663	0.745	0.622
Drainage Area (Am)(mi <sup>2</sup> )	0.148	0.307	0.138
Rainfall (P) (in)	12.1	12.1	12.1
Runoff Curve Number (CN)	82	82	82
Pond and Swamp Area (%)	0	20	0
Rainfall Distribution	Type III	Type III	Type III
Unit Peak Discharge Computation Method	Normal	Normal	Normal
Potential Maximum Retention (S) (in)	2.195	2.195	2.195
Runoff (Q) (in)	9.814	9.814	9.814
Initial Abstraction (Ia) (in)	0.439	0.439	0.439
Initial Abstraction / Rainfall (Ia/P)	0.036	0.036	0.036
Unit Peak Discharge (Qu) (cfs/mi <sup>2</sup> /in)	384.286	364.096	395.647
Pond and Swamp Factor (Fp)	1	0.606	1
Peak Discharge (Qp = Qu*Am*Q*Fp) (cfs)	556.496	665.333	536.313

For the drainage crossing in the proposed road system, all structures were designed for flow to not top the road surface at these crossings during a 100-year event.

---

## **8.0 Assessment of Impacts**

Increased flows are minimal from the difference in development conditions. All drainage from this site will drain into existing lakes on the property.

To reduce the affect on drainage from post development conditions, an outlet weir was designed for the spill way structure at the lake that is within the current development extents. The weir is designed to release flow from the lake at the same rate as runoff from pre-development conditions. See Attachment F for details.

It recommended that the owner utilize necessary retention and detention methods to account for the increase in run-off in the post-development phase and to minimize downstream impacts if conditions during construction so dictate.

## **9.0 Conclusion and Findings**

This hydrologic analysis has determined the appropriate flows needed to accurately size and design the bridges, culverts, and other drainage structures located throughout the development. Hydrographs are included in Attachment H. Bridge and culvert details are included in Attachment G.

## **10.0 Limitations**

The recommendations presented in this report are based upon the information obtained from the initial assessment at the site and from other information discussed in this report. No topographic survey was performed on this site. As such, elevation data used in this study was acquired from a variety of public sources and on the ground surveying and may contain variations of the true conditions present on site. This report is based upon the findings from publicly available data and may not identify all variations which exist across the drainage area. The nature and extent of such variations may not become evident until a significant storm event. If significant variations appear, contact SKG Engineering to further access the design criteria and the recommendations contained within this report.

The scope of services for this project does not include either specifically or by implication any environmental assessment of the site or identification of contaminated or hazardous materials or conditions. If the owner is concerned about the potential for such conditions, the appropriate investigations should be performed.

No warranties, either expressed or implied, are intended or made. In the event that changes in the nature, design, or location of the project as outlined in this report are made, any recommendations contained in this report shall not be considered valid unless SKG Engineering reviews the changes and either verifies or modifies the conclusions of this report in writing.

## 11.0 References

- USGS, “Depth-Duration - Frequency of Precipitation for Texas,” Water Resources Investigations Report 98-4044, 1998.
- U.S. Department of Commerce, Weather Bureau – “Technical Paper #40 – Rainfall Frequency Atlas of the United States, Washington D.C., 1961
- National Oceanic and Atmospheric Administration, “Probable Maximum Precipitation Estimates, United States East of the 105th Meridian,” Hydrometeorological Report No. 51, 1978.
- U.S. Soil Conservation Service, “Urban Hydrology for Small Watersheds,” Technical Release No. 55, June 1986.
- U.S. Army Corps of Engineers, “Flood Hydrograph Analysis and Computations,” EM 1110-2-1405, 1959.
- U.S. Soil Conservation Service, “National Engineering Handbook,” 1972.
- U.S. Soil Conservation Service, “Soil Survey of Tom Green County, Texas,” October 1976.
- U.S. Soil Conservation Service, Technical Release No. 20, “TR-20, Project Formulation Hydrology,” August 1972.
- Texas State Department of Highways and Public Transportation, Bridge Division, “Hydraulic Manual,” Third Edition, Austin, Texas, December 1985.
- City of San Angelo, “Stormwater Design Manual,” San Angelo, Texas.
- NOAA, “NOAA Technical Memorandum NWS HYDR0-35”, Silver Spring, Md. June 1977



# Attachment A

## Maps

Aerial, Topographical, & Terrain

# Aerial Map

Lakeland Ranch | Phase I | Section One



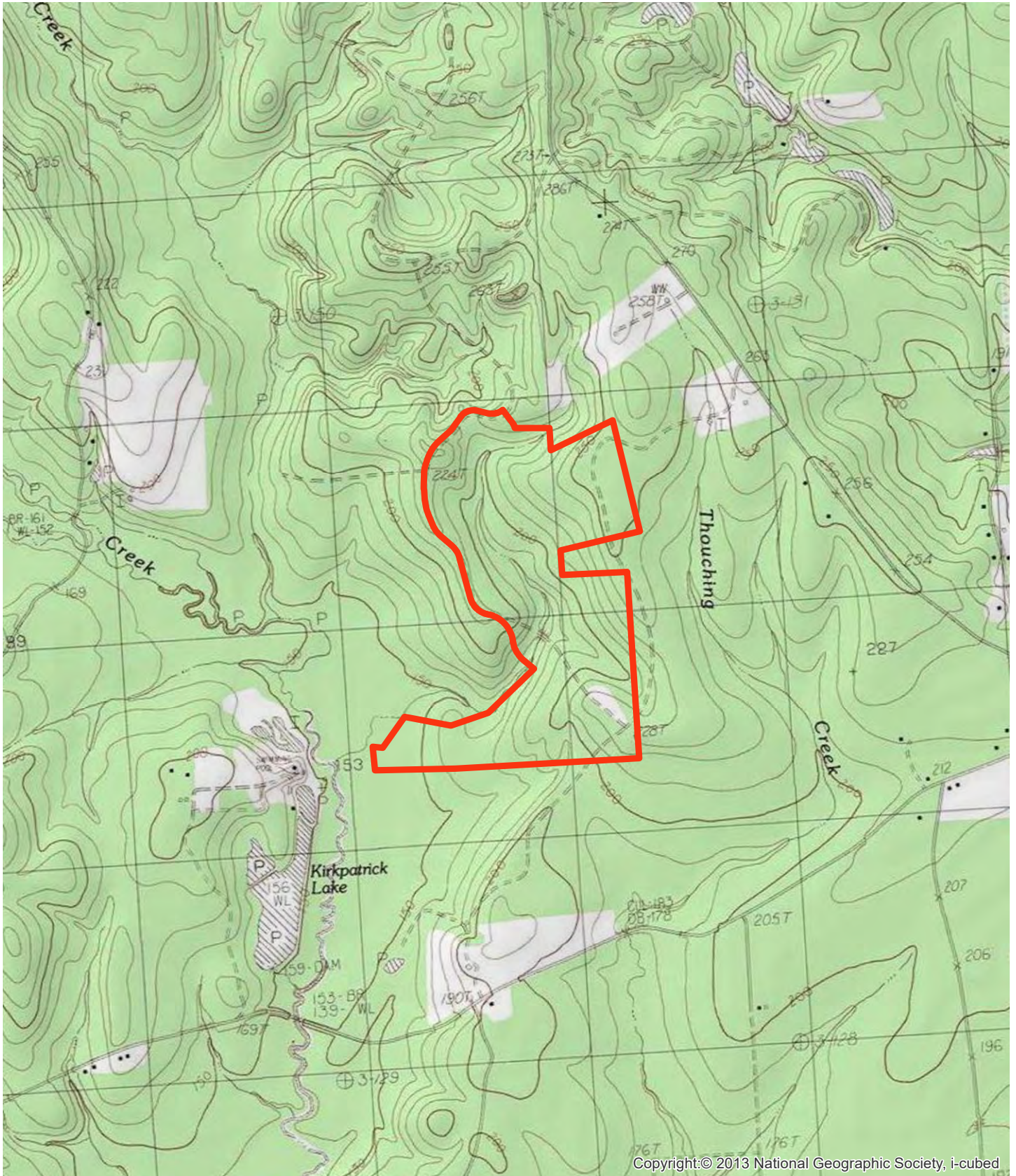
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors



1 inch = 750 feet

# Topographic Map

Lakeland Ranch | Phase I | Section One



Copyright: © 2013 National Geographic Society, i-cubed



1 inch = 2,000 feet

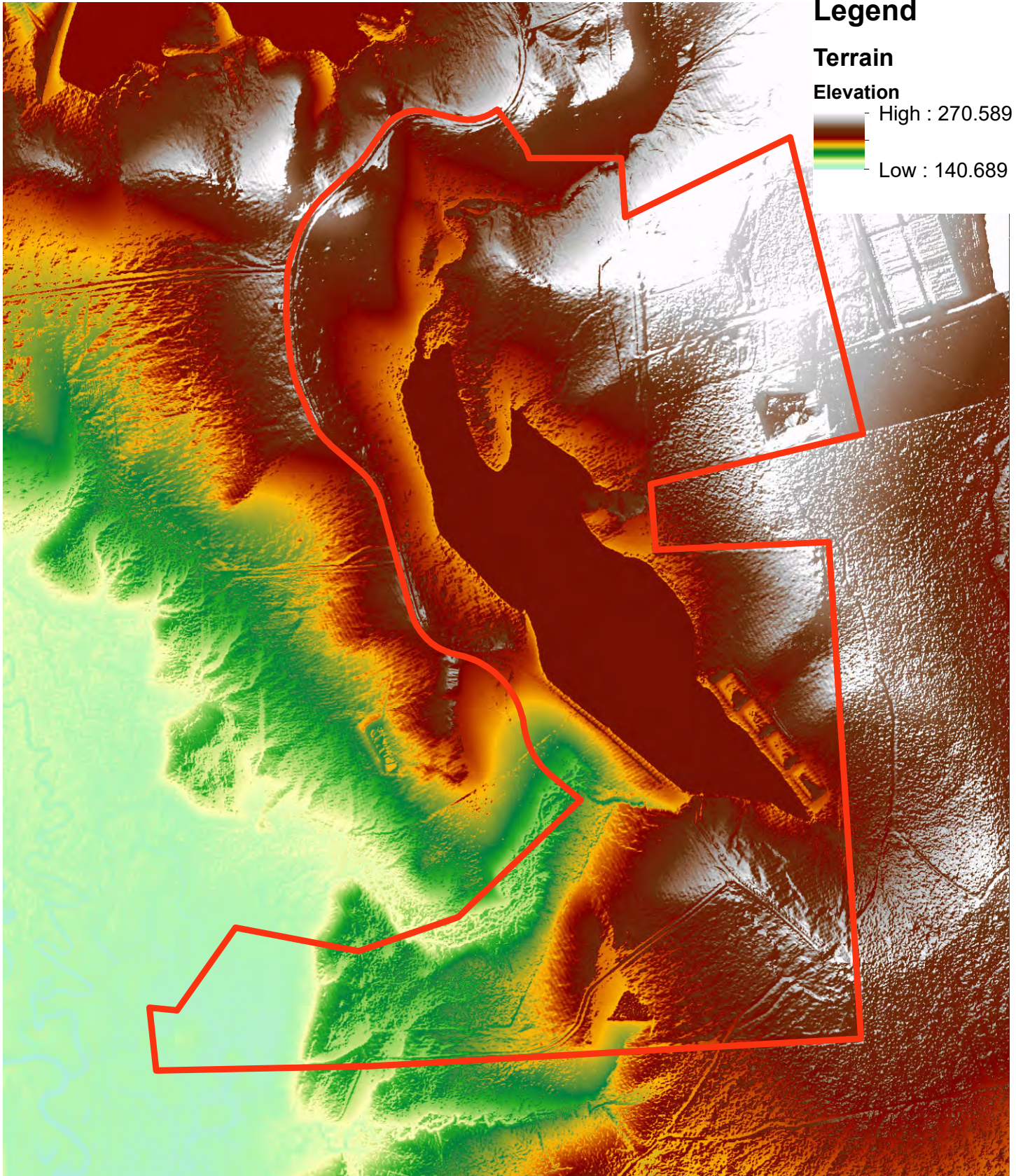
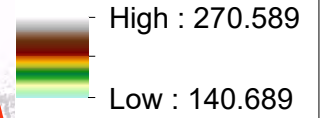
# Terrain Map

Lakeland Ranch | Phase I | Section One

## Legend

### Terrain

#### Elevation

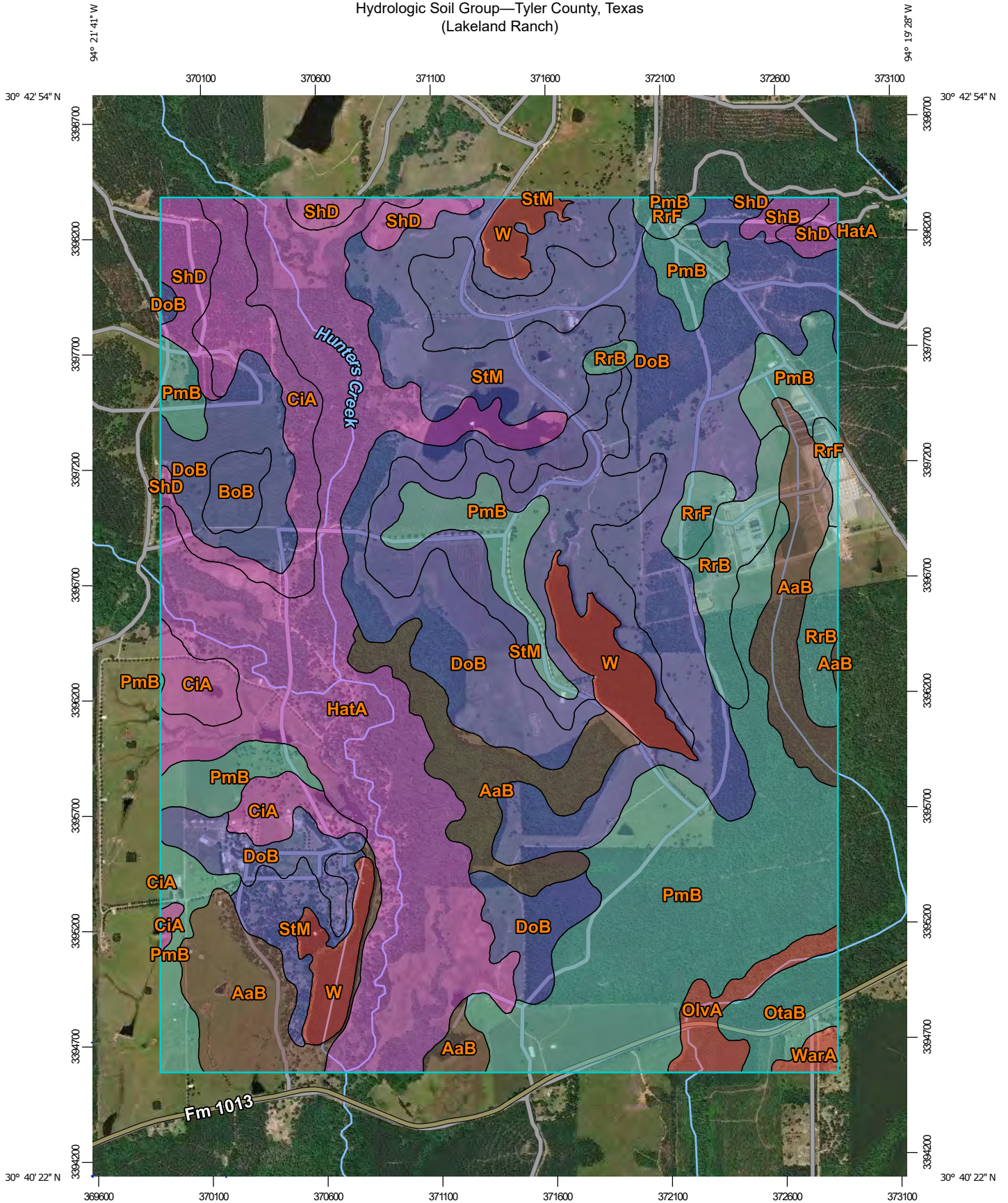


1 inch = 750 feet

# Attachment B

## Soil Data

Hydrologic Soil Group—Tyler County, Texas  
(Lakeland Ranch)



Map Scale: 1:22,900 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84




Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

11/2/2021  
Page 1 of 4

## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines


 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points






 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available


### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tyler County, Texas  
 Survey Area Data: Version 27, Sep 10, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 7, 2016—Nov 24, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AaB	Alazan very fine sandy loam, 0 to 4 percent slopes	B/D	257.1	9.3%
BoB	Boykin loamy sand, 1 to 5 percent slopes	B	19.8	0.7%
CiA	Choates loamy sand, 1 to 5 percent slopes	A	137.4	4.9%
DoB	Doucette loamy sand, 1 to 5 percent slopes	B	649.4	23.4%
HatA	Hatliff-Pluck-Kian complex, 0 to 1 percent slopes, frequently flooded	A	484.0	17.4%
OlvA	Olive frequently ponded-Dallardsville complex, 0 to 1 percent slopes	D	32.5	1.2%
OtaB	Otanya very fine sandy loam, 1 to 3 percent slopes	C	40.2	1.4%
PmB	Pinetucky fine sandy loam, 1 to 5 percent slopes	C	524.2	18.9%
RrB	Rogan gravelly fine sandy loam, 1 to 5 percent slopes	C	83.8	3.0%
RrF	Rogan soils, 1 to 5 percent slopes, graded	C	34.0	1.2%
ShB	Shankler loamy sand, 1 to 8 percent slopes	A	10.2	0.4%
ShD	Shankler loamy sand, 8 to 15 percent slopes	A	68.4	2.5%
StM	Stringtown-Bonwier complex, 5 to 15 percent slopes	B	332.9	12.0%
W	Water	D	93.1	3.4%
WarA	Waller-Dallardsville complex, 0 to 1 percent slopes	D	8.7	0.3%
<b>Totals for Area of Interest</b>			<b>2,775.9</b>	<b>100.0%</b>



## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

# Attachment C

FEMA Map

**NOTES TO USERS**

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Texas State Plane - central zone (FIPSZONE 4203). The horizontal datum was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NNGS12  
National Geodetic Survey  
SSM-C-3, #6202  
1315 East-West Highway  
Silver Spring, MD 20910-3282

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov/>.

**Base map** information shown on this FIRM was obtained in digital format from Texas Natural Resources Information System, Texas Railroad Commission, NOAA National Geodetic Survey, U.S. Geological Survey, National Agriculture Imagery Program, and FEMA.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

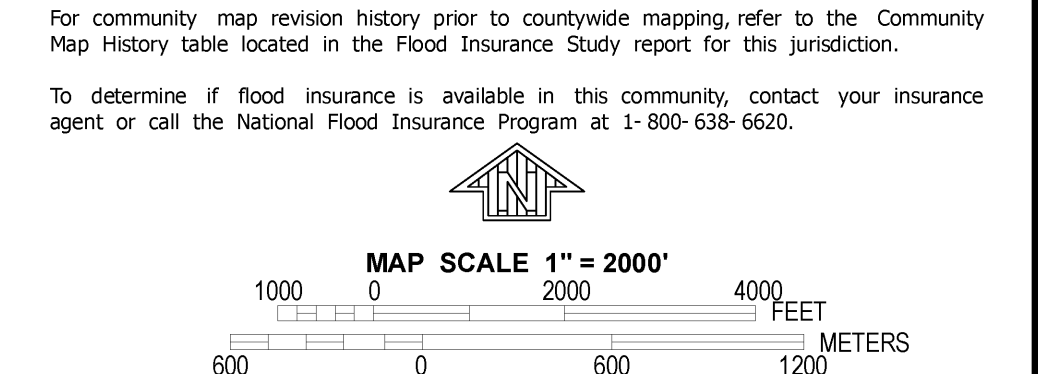
Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.msc.fema.gov/>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/>.



**LEGEND**

- SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD  
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A  
No Base Flood Elevations determined.
- ZONE AE  
Base Flood Elevations determined.
- ZONE AH  
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO  
Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR  
Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99  
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V  
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE  
Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE  
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS
- ZONE X  
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS
- ZONE X  
Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D  
Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
- OTHERWISE PROTECTED AREAS (OPAs)  
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet\*  
513 (EL 987)  
Base Flood Elevation value where uniform within zone; elevation in feet\*
- Cross section line  
A A
- Transsect line  
23 - - - - 23
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)  
97°07'30" 32°22'30" 42°75'000"N 6000000 FT
- 500-foot grid values: Texas State Plane coordinate system, central zone (FIPSZONE 4203), Lambert Conformal Conic
- Bench mark (see explanation in Notes to Users section of this FIRM panel)  
DX5510
- River Mile  
M1.5
- MAP REPOSITORIES  
Refer to Map Repositories list on Map Index
- EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP  
April 4, 2011
- EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL



**NFIP**  
**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0450C**

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**TYLER COUNTY,**  
**TEXAS**  
**AND INCORPORATED AREAS**

**PANEL 450 OF 625**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:	NUMBER	PANEL	SUFFIX
TYLER COUNTY	481034	0450	C

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

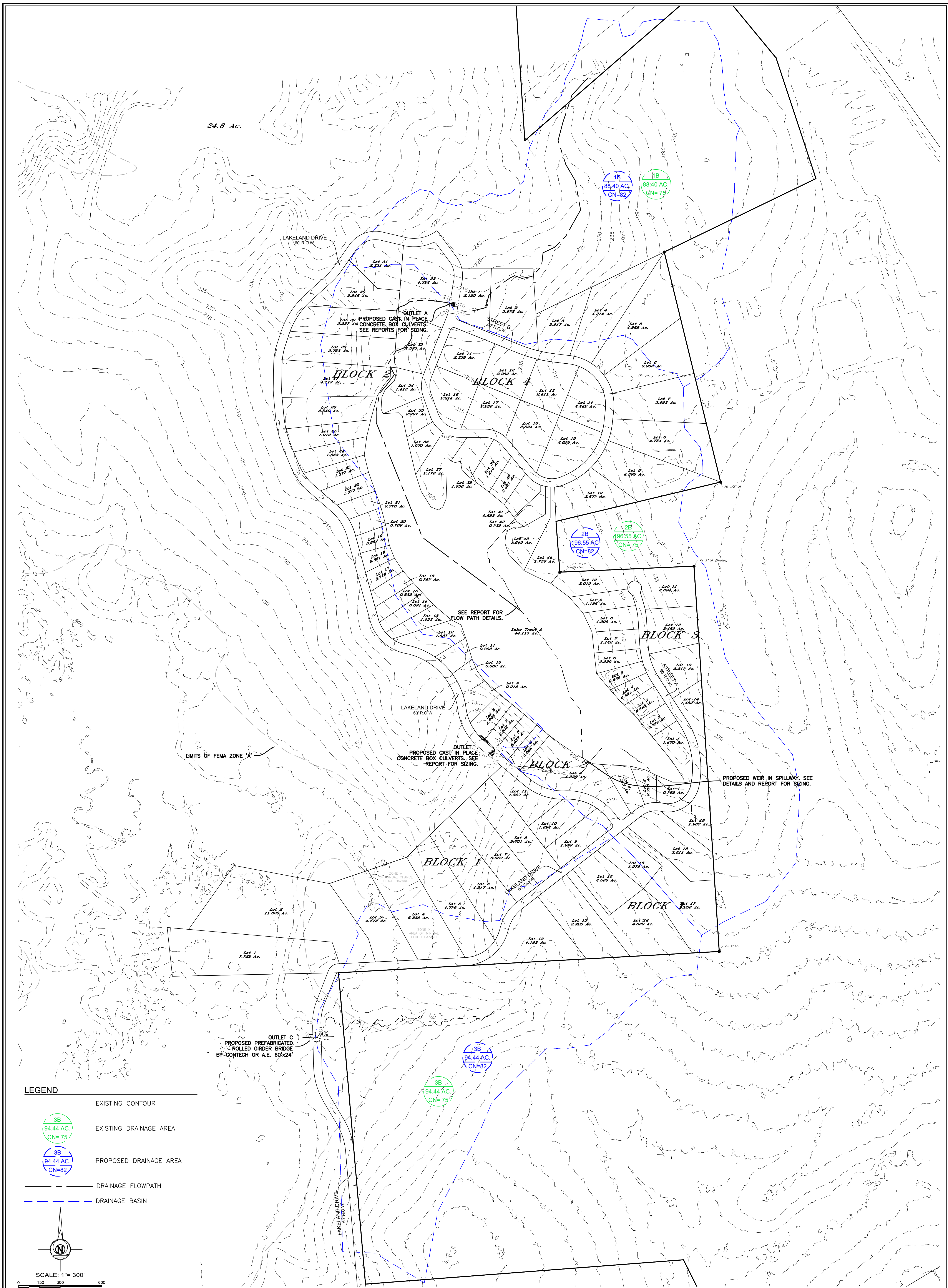
**MAP NUMBER**  
48457C0450C

**EFFECTIVE DATE**  
APRIL 4, 2011

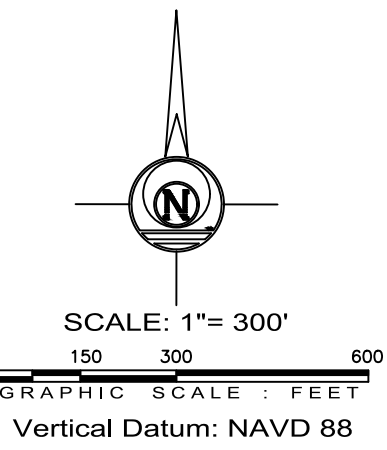
**Federal Emergency Management Agency**

# Attachment D

## Drainage Map



- LEGEND**
- EXISTING CONTOUR
  - EXISTING DRAINAGE AREA
  - PROPOSED DRAINAGE AREA
  - DRAINAGE FLOWPATH
  - DRAINAGE BASIN



Tyler County, Texas.

DEVELOPER: Lakeland Ranch, LLC

**LAKELAND RANCH  
SECTION ONE  
DRAINAGE AREA MAP  
PRE & POST-DEVELOPMENT  
CONDITIONS**

**SKG**  
ENGINEERING, LLC  
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET      PHONE: 325.655.1288  
SAN ANGELO, TEXAS 76903      FAX: 325.657.8189  
Firm No. 10102400  
www.skge.com

REVISIONS	
DWG BY: EG	DWG. DATE: OCT. 30, 2021
JOB NO. 21-E-1353	SHEET NO.
SCALE: 1"=300'	<b>DA-P</b>

# Attachment E

## Basin Data

**1B**  
**100-year**

<b>Area</b>	3850781.251	sq. ft.	
	88.4015	acres	
<b>Time of Concentration</b>	0.6217	hours	
	37.302	min.	
<b>Rainfall</b>	12.1	in	
<b>Curve Number</b>	82		
<b>Pond and Swamp Area</b>	0	%	
<b>Rainfall Distribution</b>	Type III		
<b>Unit Peak Discharge Method</b>	Normal		
<b>Potential Maximum Retention</b>	2.1951		
<b>Runoff</b>	9.8136		
<b>Initial Abstraction</b>	0.439		
<b>Initial Abstraction/Rainfall</b>	0.0363		
<b>Unit Peak Discharge</b>	395.6472		
<b>Peak Discharge</b>	536.3133		
<b>AOFD</b>	685.6395	ft	<i>Average Overland Flow Distance</i>
<b>BS</b>	0.1735	ft/ft	<i>Basin (overland) slope</i>
<b>MFD</b>	4100.4599	ft	<i>Basin Length along main channel from outlet to upstream boundary</i>
<b>MFDS</b>	0.0561	ft/ft	<i>Basin Slope along main channel from outlet to upstream boundary</i>
<b>CSD</b>	1910.4686	ft	<i>Length along main channel from outlet to point opposite centroid</i>
<b>CSS</b>	0.037	ft/ft	<i>Slope along main channel from outlet to point opposite centroid</i>
<b>MSL</b>	2150.8037	ft	<i>Maximum flow (watercourse) length</i>
<b>MSS</b>	0.0369	ft/ft	<i>Maximum flow (watercourse) average slope</i>

**2B**  
**100-year**

<b>Area</b>	8561767.765	sq. ft.	
	196.5503	acres	
<b>Time of Concentration</b>	0.745	hours	
	44.7	min.	
<b>Rainfall</b>	12.1	in	
<b>Curve Number</b>	82		
<b>Pond and Swamp Area</b>	20	%	
<b>Rainfall Distribution</b>	Type III		
<b>Unit Peak Discharge Method</b>	Normal		
<b>Potential Maximum Retention</b>	2.1951		
<b>Runoff</b>	9.8136		
<b>Initial Abstraction</b>	0.439		
<b>Initial Abstraction/Rainfall</b>	0.0363		
<b>Unit Peak Discharge</b>	364.0961		
<b>Peak Discharge</b>	665.3332		
<b>AOFD</b>	752.9148	ft	<i>Average Overland Flow Distance</i>
<b>BS</b>	0.1569	ft/ft	<i>Basin (overland) slope</i>
<b>MFD</b>	5336.537	ft	<i>Basin Length along main channel from outlet to upstream boundary</i>
<b>MFDS</b>	0.0438	ft/ft	<i>Basin Slope along main channel from outlet to upstream boundary</i>
<b>CSD</b>	2220.0308	ft	<i>Length along main channel from outlet to point opposite centroid</i>
<b>CSS</b>	0.0418	ft/ft	<i>Slope along main channel from outlet to point opposite centroid</i>
<b>MSL</b>	4752.6954	ft	<i>Maximum flow (watercourse) length</i>
<b>MSS</b>	0.021	ft/ft	<i>Maximum flow (watercourse) average slope</i>

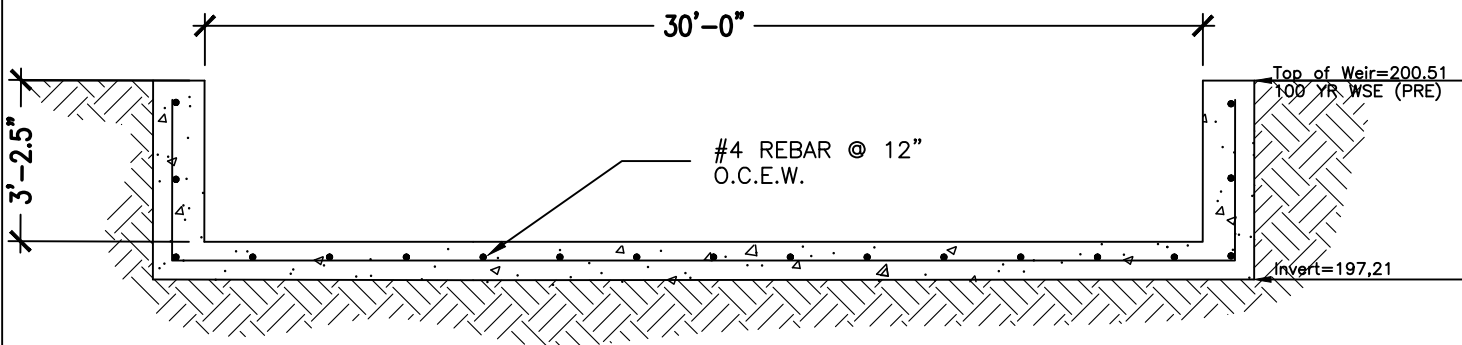


**3B**  
**100-year**

<b>Area</b>	4113820.485	sq. ft.	
	94.4401	acres	
<b>Time of Concentration</b>	0.6633	hours	
	39.798	min.	
<b>Rainfall</b>	12.1	in	
<b>Curve Number</b>	82		
<b>Pond and Swamp Area</b>	0	%	
<b>Rainfall Distribution</b>	Type III		
<b>Unit Peak Discharge Method</b>	Normal		
<b>Potential Maximum Retention</b>	2.1951		
<b>Runoff</b>	9.8136		
<b>Initial Abstraction</b>	0.439		
<b>Initial Abstraction/Rainfall</b>	0.0363		
<b>Unit Peak Discharge</b>	384.2865		
<b>Peak Discharge</b>	556.4961		
<b>AOFD</b>	974.2038	ft	<i>Average Overland Flow Distance</i>
<b>BS</b>	0.1793	ft/ft	<i>Basin (overland) slope</i>
<b>MFD</b>	4648.5474	ft	<i>Basin Length along main channel from outlet to upstream boundary</i>
<b>MFDS</b>	0.0546	ft/ft	<i>Basin Slope along main channel from outlet to upstream boundary</i>
<b>CSD</b>	1878.9607	ft	<i>Length along main channel from outlet to point opposite centroid</i>
<b>CSS</b>	0.0324	ft/ft	<i>Slope along main channel from outlet to point opposite centroid</i>
<b>MSL</b>	2011.8485	ft	<i>Maximum flow (watercourse) length</i>
<b>MSS</b>	0.033	ft/ft	<i>Maximum flow (watercourse) average slope</i>

# Attachment F

## Weir Details



RECTANGULAR WEIR  
 × 1 **DETAIL**  
 NO      SCALE

**SKG**

**ENGINEERING, LLC.**

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288  
 FAX: 325.657.8189

FIRM REGISTRATION NUMBER F-7608  
 www.skge.com

**LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS**

RECTANGULAR WEIR DETAIL

DWG BY:

EG

JOB NO.

21-E-1353

SCALE:

NTS

DWG. DATE:

11.02.2021

SHEET NO.

**W1**

# Weir Report

## Lakeland Ranch Section One | Lake Tract 'A' Weir

### Rectangular Weir

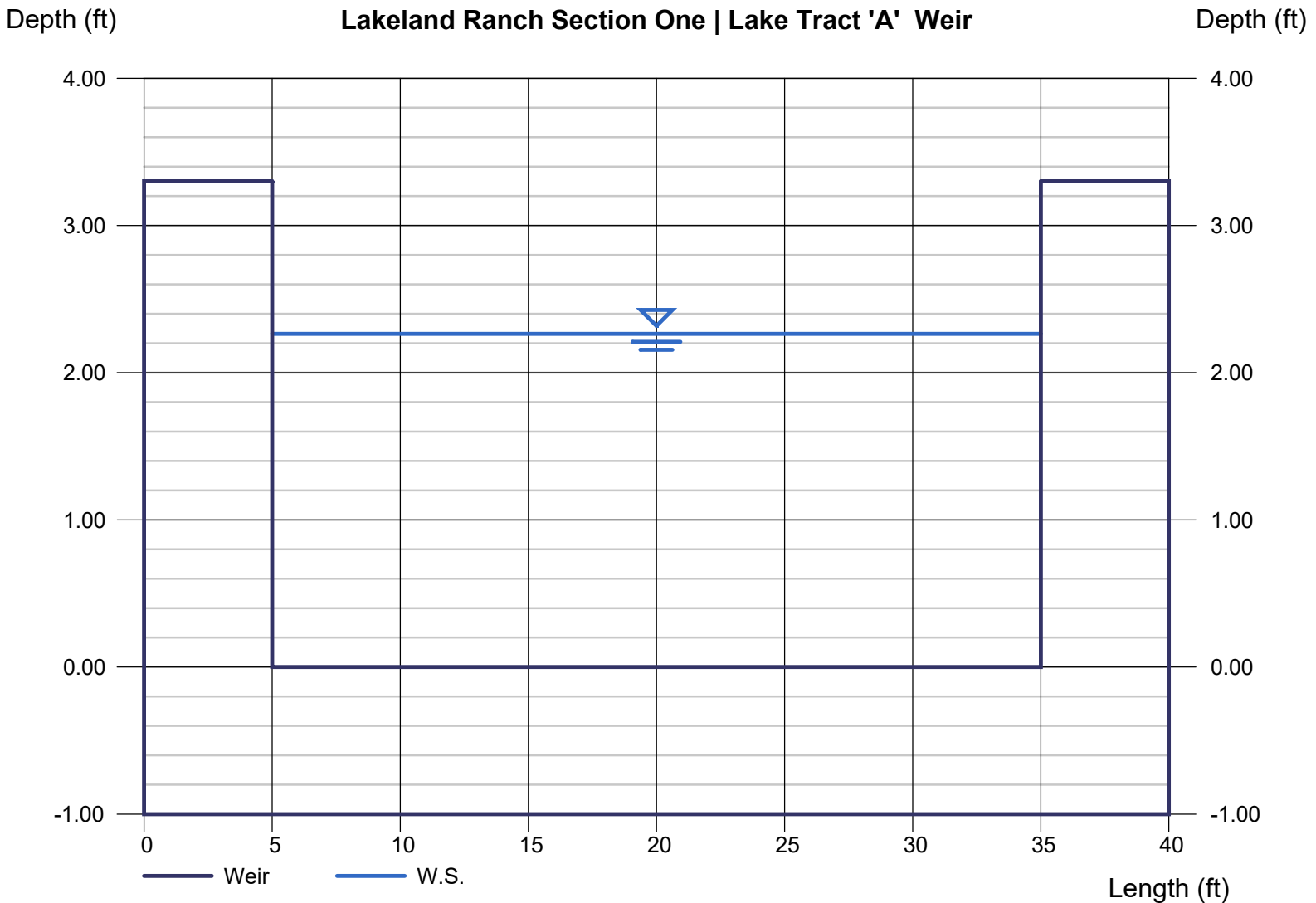
Crest = Sharp  
Bottom Length (ft) = 30.00  
Total Depth (ft) = 3.30

### Highlighted

Depth (ft) = 2.26  
Q (cfs) = 340.00  
Area (sqft) = 67.91  
Velocity (ft/s) = 5.01  
Top Width (ft) = 30.00

### Calculations

Weir Coeff. Cw = 3.33  
Compute by: Known Q  
Known Q (cfs) = 340.00



# Weir Report

## Lakeland Ranch Section One | Lake Tract 'A' Weir

### Rectangular Weir

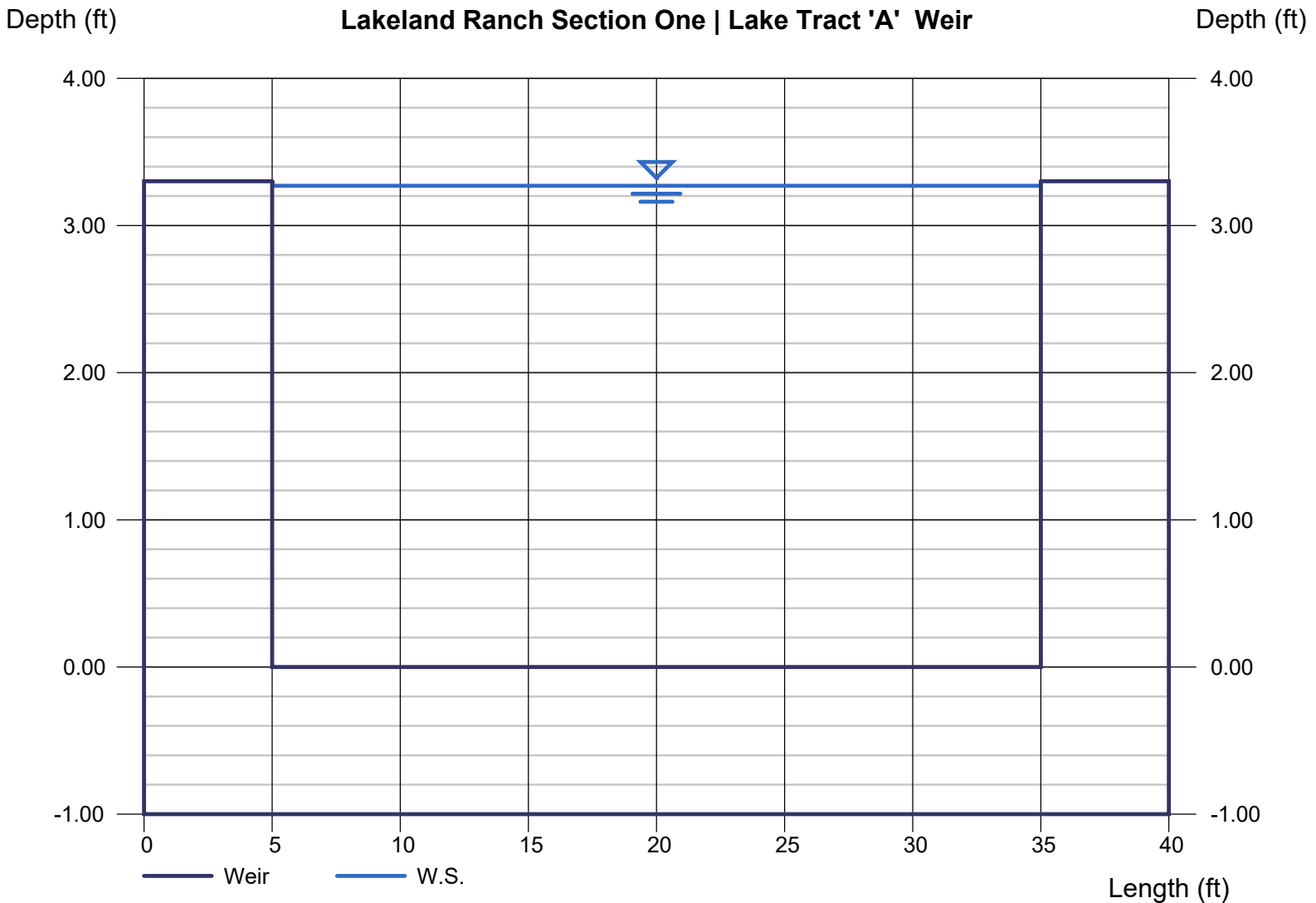
Crest = Sharp  
Bottom Length (ft) = 30.00  
Total Depth (ft) = 3.30

### Highlighted

Depth (ft) = 3.27  
Q (cfs) = 590.00  
Area (sqft) = 98.08  
Velocity (ft/s) = 6.02  
Top Width (ft) = 30.00

### Calculations

Weir Coeff. Cw = 3.33  
Compute by: Known Q  
Known Q (cfs) = 590.00



# Attachment G

## Bridge and Culvert Details

# Channel Report

## Drainage Area 3B - ConSpan Bridge Design

### Trapezoidal

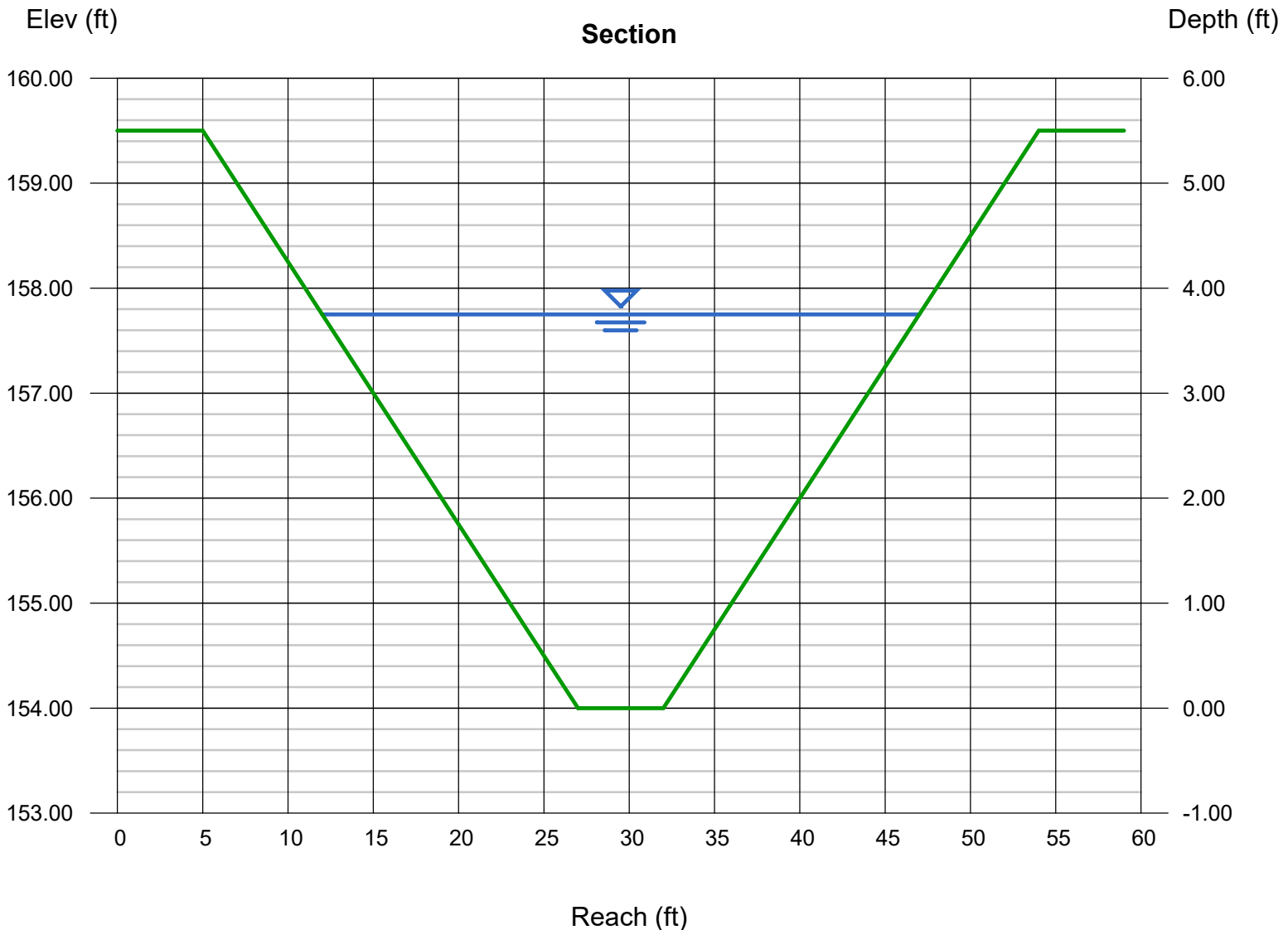
Bottom Width (ft) = 5.00  
Side Slopes (z:1) = 4.00, 4.00  
Total Depth (ft) = 5.50  
Invert Elev (ft) = 154.00  
Slope (%) = 1.90  
N-Value = 0.045

### Highlighted

Depth (ft) = 3.75  
Q (cfs) = 556.50  
Area (sqft) = 75.00  
Velocity (ft/s) = 7.42  
Wetted Perim (ft) = 35.92  
Crit Depth,  $Y_c$  (ft) = 3.57  
Top Width (ft) = 35.00  
EGL (ft) = 4.61

### Calculations

Compute by: Known Q  
Known Q (cfs) = 556.50

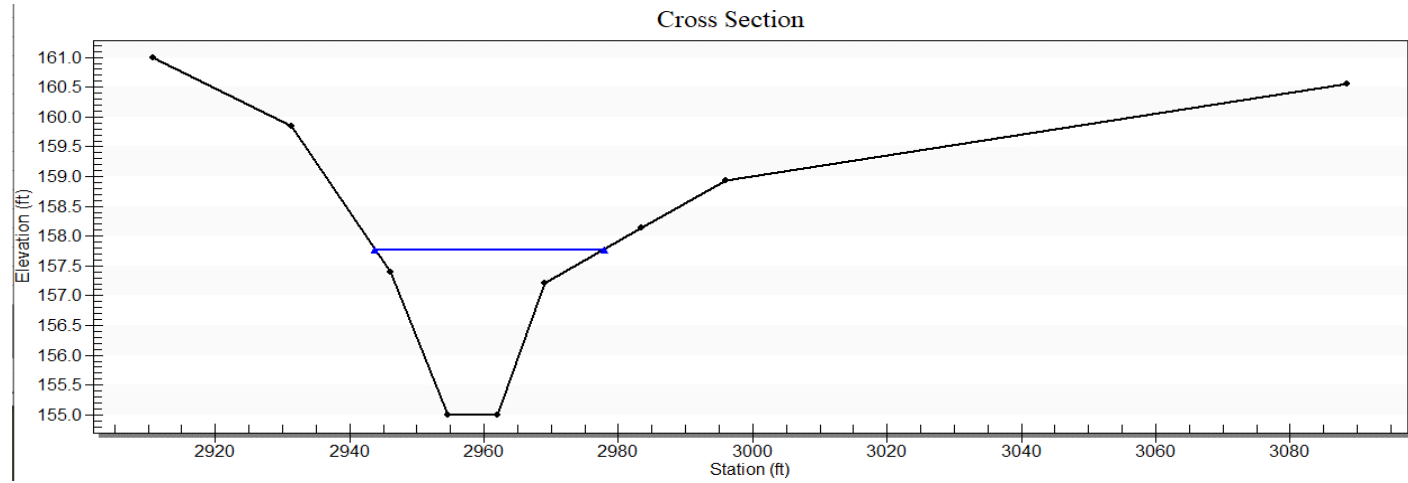


### Channel Crossing

Basin 3B

10 year

Flow	338	cfs
Depth	2.768	ft
Area of Flow	48.521	sq ft
Wetted Perimeter	34.829	ft
Hydraulic Radius	1.393	ft
Average Velocity	6.966	fps
Top Width (T)	34.122	ft
Froude Number	1.029	
Critical Depth	2.807	ft
Critical Velocity	6.777	fps
Critical Slope	0.02695	ft/ft
Critical Top Width	34.967	ft
Max Shear Stress	4.94	lb/ft <sup>2</sup>
Avg Shear Stress	2.486	lb/ft <sup>2</sup>
Manning's Roughness	0.045	

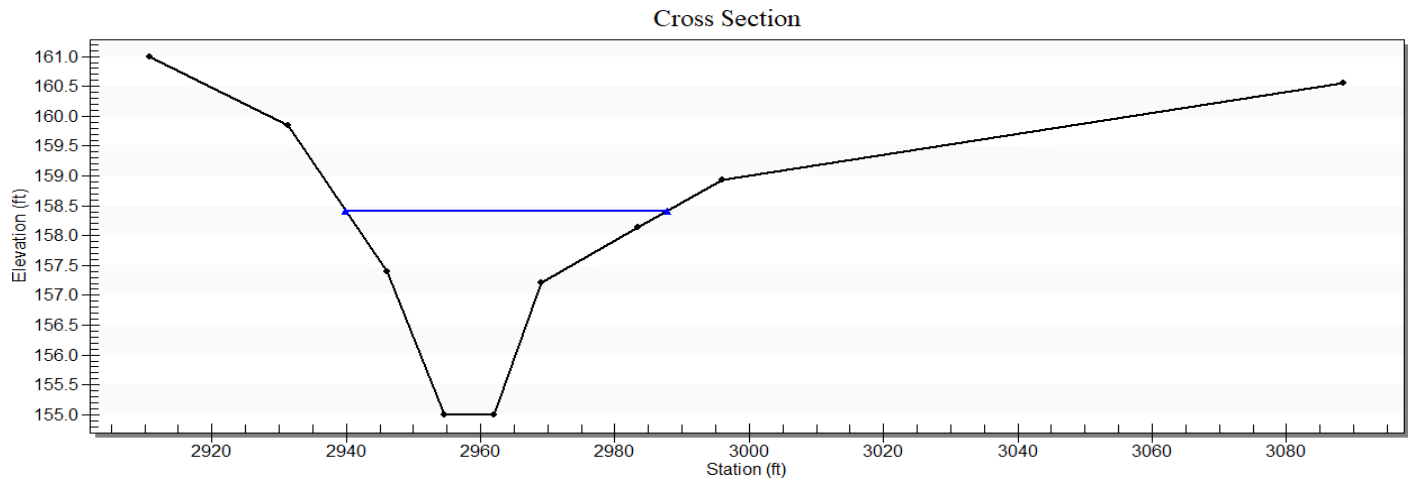


### Channel Crossing

Basin 3B

100 year

Flow	556.496	cfs
Depth	3.41	ft
Area of Flow	74.875	sq ft
Wetted Perimeter	48.768	ft
Hydraulic Radius	1.535	ft
Average Velocity	7.432	fps
Top Width (T)	47.987	ft
Froude Number	1.049	
Critical Depth	3.475	ft
Critical Velocity	7.133	fps
Critical Slope	0.02589	ft/ft
Critical Top Width	49.385	ft
Max Shear Stress	6.086	lb/ft <sup>2</sup>
Avg Shear Stress	2.74	lb/ft <sup>2</sup>
Manning's Roughness	0.045	



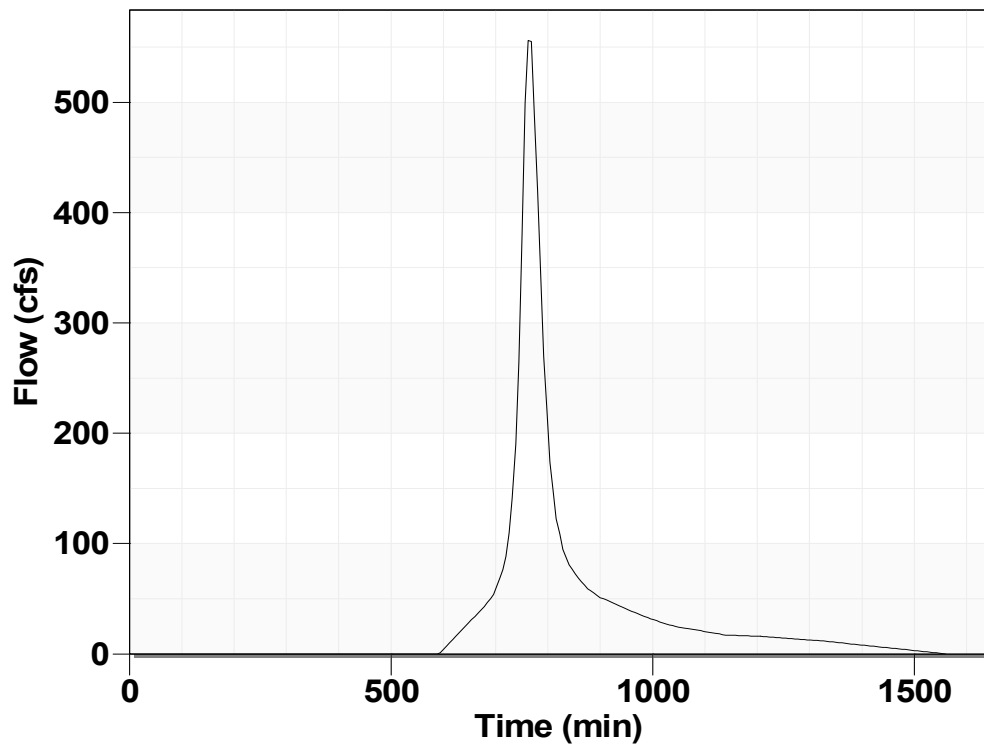


# Attachment H

## Hydrographs

# Flow vs. Time

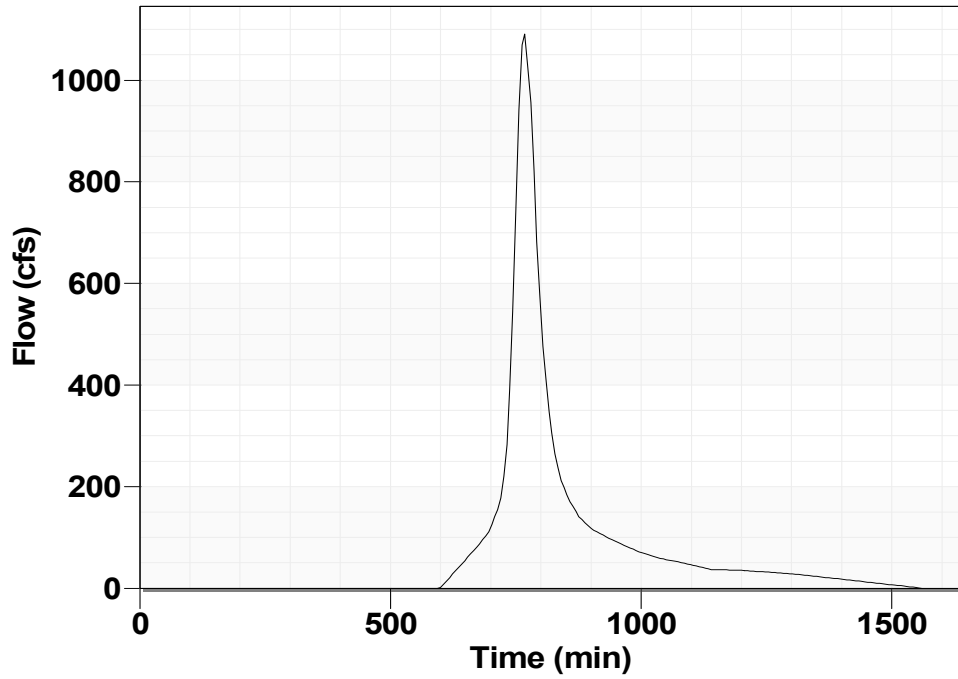
PEAK: 555.98 cfs TIME OF PEAK: 762 min VOLUME: 3068439.24 ft<sup>3</sup>



▼  
TR-55 Hydrograph set 4, 1B, P:555.98, T:762, V:3068439.2

## Flow vs. Time

PEAK: 1091.37 cfs TIME OF PEAK: 768 min VOLUME: 6788978.93 ft<sup>3</sup>

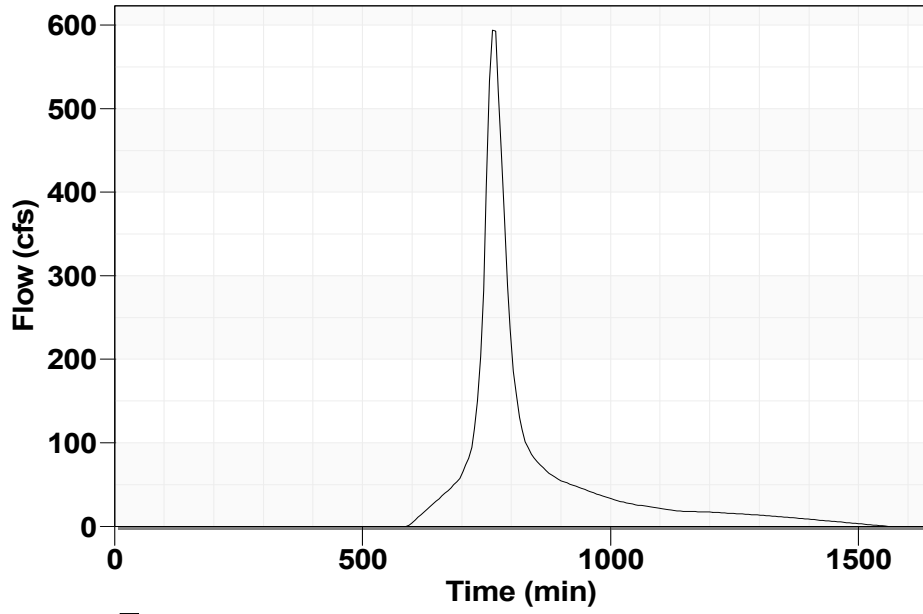


▼  
TR-55 Hydrograph set 3, 2B, P:1091.37, T:768, V:6788978.9

\* Note: Hydrograph peak CFS does not account for 20% pond/swamp area reduction.

# Flow vs. Time

PEAK: 593.96 cfs TIME OF PEAK: 762 min VOLUME: 3278039.31 ft<sup>3</sup>



▼  
TR-55 Hydrograph set 2, 3B, P:593.96, T:762, V:3278039.3

DUPLICATE RECEIPT

DATE: 12/21/21
ACCOUNT: R022018
OWNER: UMPHREY WALTER
PARCEL ADDRESS: 0002255 PR 8470 OFF FM 1013
EXEMPTION CODES: HS001 OV003 AG002
LAWSUIT:
BKRPTCY:

LEGAL: A0424 P. KACK
ACRES 2718.047
A0080
A0192
PIDN: R022018
ACRES: 2718.05

RECEIPT #: 2807918

CHECK #: 2096

DEPOSIT #: 202112165771-2021\thadnot.tax

Table with 8 columns: YEAR, TAXING ENTITIES, TAXABLE VALUE, TAX RATE PER \$100, PAY TYPE, DATE PAID, BASE TAX PAID, PENALTY & INTEREST PAID. Rows include 2021 GSP, ESD1, HOS, G229, SA.

AMOUNT TENDERED \$102,066.26

AMOUNT PAID

BASE TAX \$102,066.26

TOTAL PAID \$102,066.26

PAYER: UMPHREY WALTER
P O BOX 2097
FLINT TX 75762

REMAINING AMOUNT DUE
AS OF 12/21/21
0.00

TYLER COUNTY
LYNNETTE CRUSE
1001 W. BLUFF
WOODVILLE, TX 75979
409-283-2734

OWNER: UMPHREY WALTER
R022018

\*\*\* THIS IS A RECEIPT \*\*\*

ACCOUNT: R022018

REMAINING AMOUNT DUE
AS OF 12/21/21
\$0.00

UMPHREY WALTER
P O BOX 2097
FLINT TX 75762



December 27, 2021

Gates Walcott

Lakeland Ranch LLC.

2423 Private Road 8385

Hillister, Texas 77624

**RE: TYLER COUNTY REQUEST - ENTERGY**

Gates Walcott,

In reference to your request for the availability of electrical service to the site located on 2423 Private Road 8385 Hillister, Texas 77624. We have examined this site and have determined that Entergy is the electrical service provider and residential electric service is available in this area.

Generally, single phase permanent service to new buildings from an overhead source is at no cost to the customer. If the service is to be via underground distribution, then there will be a charge. The magnitude of this charge depends on several factors, including, but not limited to, overhead versus underground cost differential, size of the load, distances involved, location of service entrance, etc.

If you or your client wishes to proceed with obtaining service at this location, please call our toll-free number, 1-800-ENTERGY (368-3749) when ready, and make an Application for Service. We can then schedule a meeting with one of our engineering assistants to meet on-site and determine what is needed to serve the site and if any charges are applicable.

Sincerely,

LaShaina White

Distribution Engineer

**SKG**  
**ENGINEERING, LLC**  
FIRM NUMBER F-7608 & 10102400  
**SURVEYING ♦ ENVIRONMENTAL ♦ LAB/CMT**

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288  
FAX: 325.657.8189

## MEMORANDUM

DATE: January 13, 2022 *Revised 01/17/2022*

TO: Tyler County

FROM: SKG Engineering

PROJECT: Lakeland Ranch Section One – SKG No. 21E1353

---

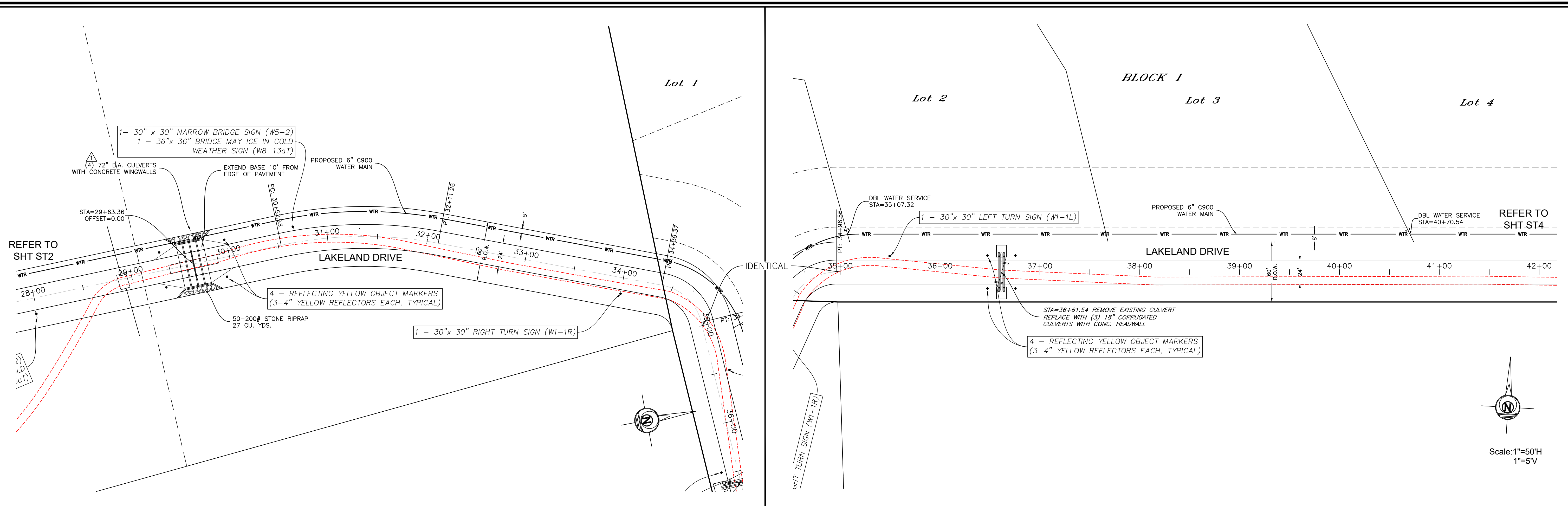
### **Lakeland Ranch, Section One Plat**

The following information is provided for proposed changes to the design of Lakeland Ranch, Section One.

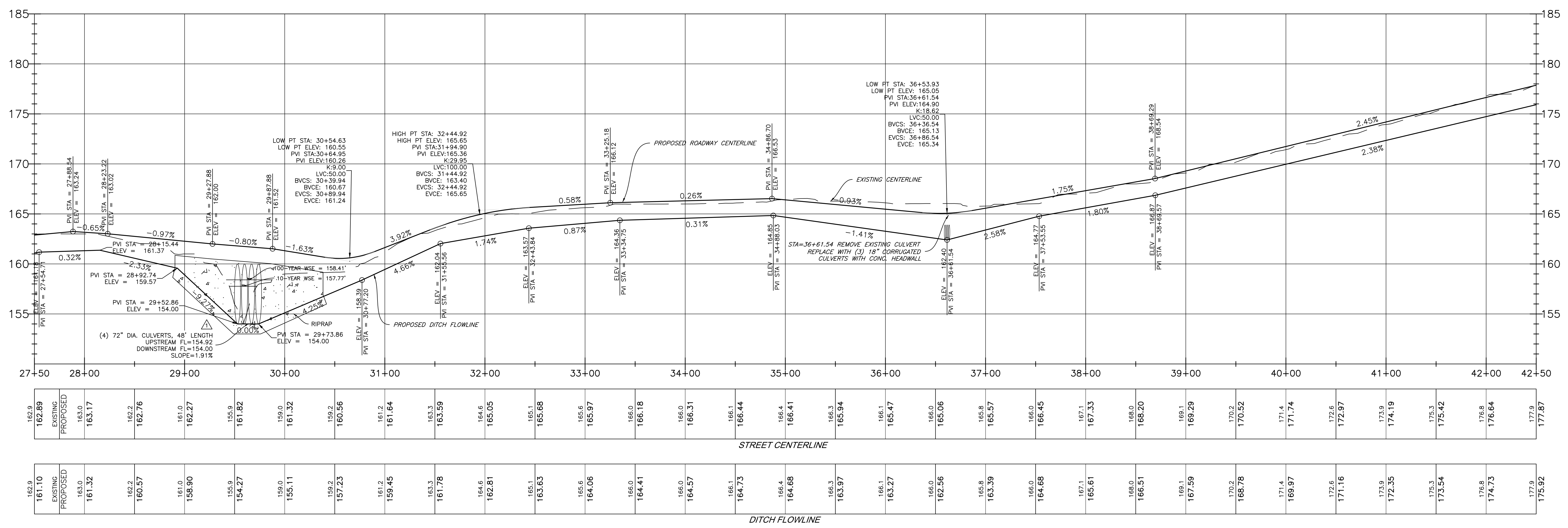
1. Crossing 1B and 2B will be changed from concrete box culverts to 72” galvanized corrugated culverts. New calculations are attached.
2. Crossing 3B will be changed from a span bridge to 72” galvanized corrugated culverts. New calculations are attached.
3. In lieu of guard rails at these three locations, base will be extended on each side 10’ from the edge of pavement.
4. An error in the spreadsheet was discovered in our original OPC that incorrectly calculated cubic yards for roadway materials. This has been fixed and is attached.

If you have any questions or need any changes, please let us know.

Sincerely,  
SKG Engineering, LLC



LAKELAND DRIVE PROFILE



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY  
 706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER  
 DEC. 3, 2021

LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS

LAKELAND DRIVE  
 PLAN/PROFILE

REVISIONS  
 01/13/2022 - Changed to 72" Dia Culverts

DWG BY: DLH  
 DWG DATE: DEC. 3, 2021

JOB NO: 21-E-1353  
 SHEET NO: ST3

SCALE: 1"=50'



# Culvert Report

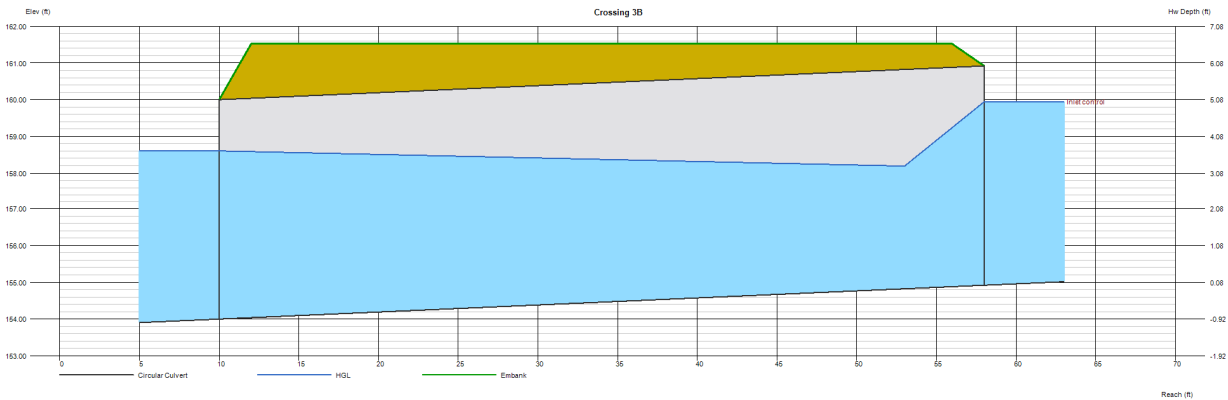
## Crossing 3B - Lakeland Ranch - 100 Year

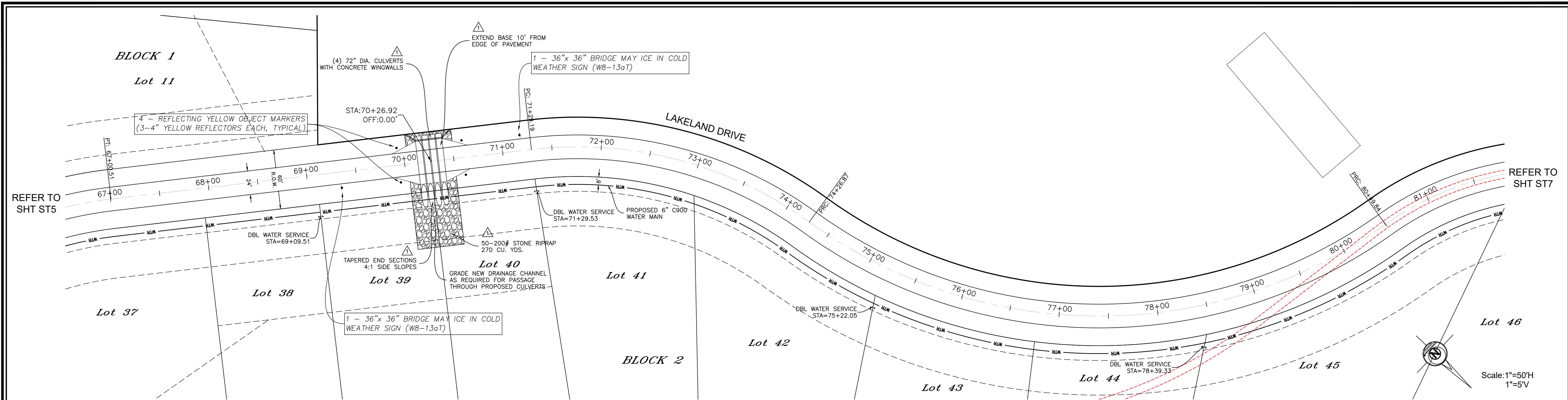
Invert Elev Dn (ft)	= 154.00
Pipe Length (ft)	= 48.00
Slope (%)	= 1.92
Invert Elev Up (ft)	= 154.92
Rise (in)	= 72.0
Shape	= Circular
Span (in)	= 72.0
No. Barrels	= 4
n-Value	= 0.019
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Projecting
Coeff. K,M,c,Y,k	= 0.034, 1.5, 0.0553, 0.54, 0.9

<b>Embankment</b>	
Top Elevation (ft)	= 161.52
Top Width (ft)	= 44.00
Crest Width (ft)	= 0.00

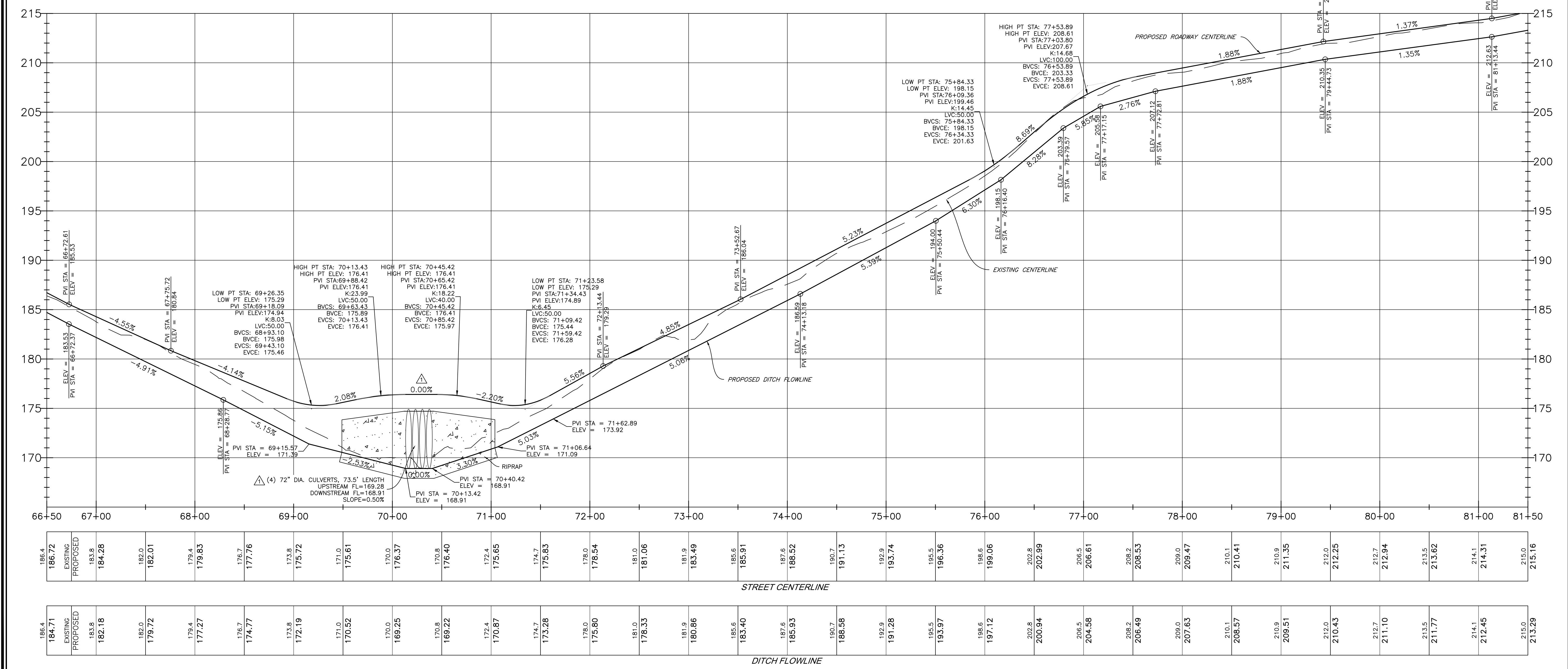
<b>Calculations</b>	
Qmin (cfs)	= 340.00
Qmax (cfs)	= 560.00
Tailwater Elev (ft)	= (dc+D)/2

<b>Highlighted</b>	
Qtotal (cfs)	= 560.00
Qpipe (cfs)	= 560.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 6.01
Veloc Up (ft/s)	= 9.06
HGL Dn (ft)	= 158.60
HGL Up (ft)	= 158.14
Hw Elev (ft)	= 159.94
Hw/D (ft)	= 0.84
Flow Regime	= Inlet Control





LAKELAND DRIVE PROFILE



**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY

706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com

STATE OF TEXAS  
 RUSSELL T. GULLY  
 87727  
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL T. GULLY, P.E. 87727 SKG ENGINEERING, LLC #7-7608 DEC. 3, 2021

LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

**LAKELAND RANCH SECTION ONE**  
 TYLER COUNTY, TEXAS

LAKELAND DRIVE  
 PLAN/PROFILE

REVISIONS  
 01/13/2022 - Changed to 72" Dia Culverts, raised street grade

DWG BY: DLH  
 JOB NO: 21-E-1353  
 SCALE: 1"=50'

DWG DATE: DEC. 3, 2021  
 SHEET NO: ST6

# Culvert Report

## Culverts - B2 - Lakeland Ranch - 100 year

Invert Elev Dn (ft)	= 168.91
Pipe Length (ft)	= 73.50
Slope (%)	= 0.50
Invert Elev Up (ft)	= 169.28
Rise (in)	= 72.0
Shape	= Circular
Span (in)	= 72.0
No. Barrels	= 4
n-Value	= 0.019
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Mitered to slope (C)
Coeff. K,M,c,Y,k	= 0.021, 1.33, 0.0463, 0.75, 0.7

### Embankment

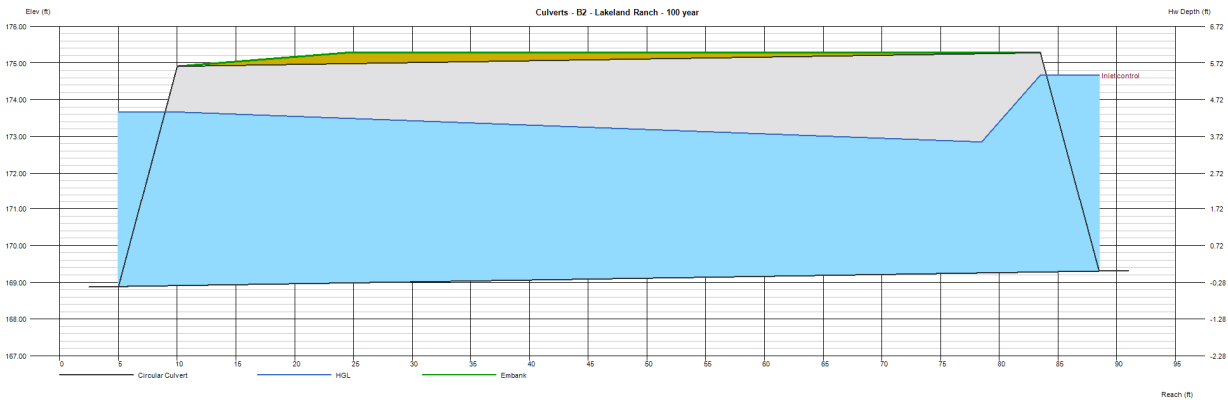
Top Elevation (ft)	= 175.29
Top Width (ft)	= 44.00
Crest Width (ft)	= 27.00

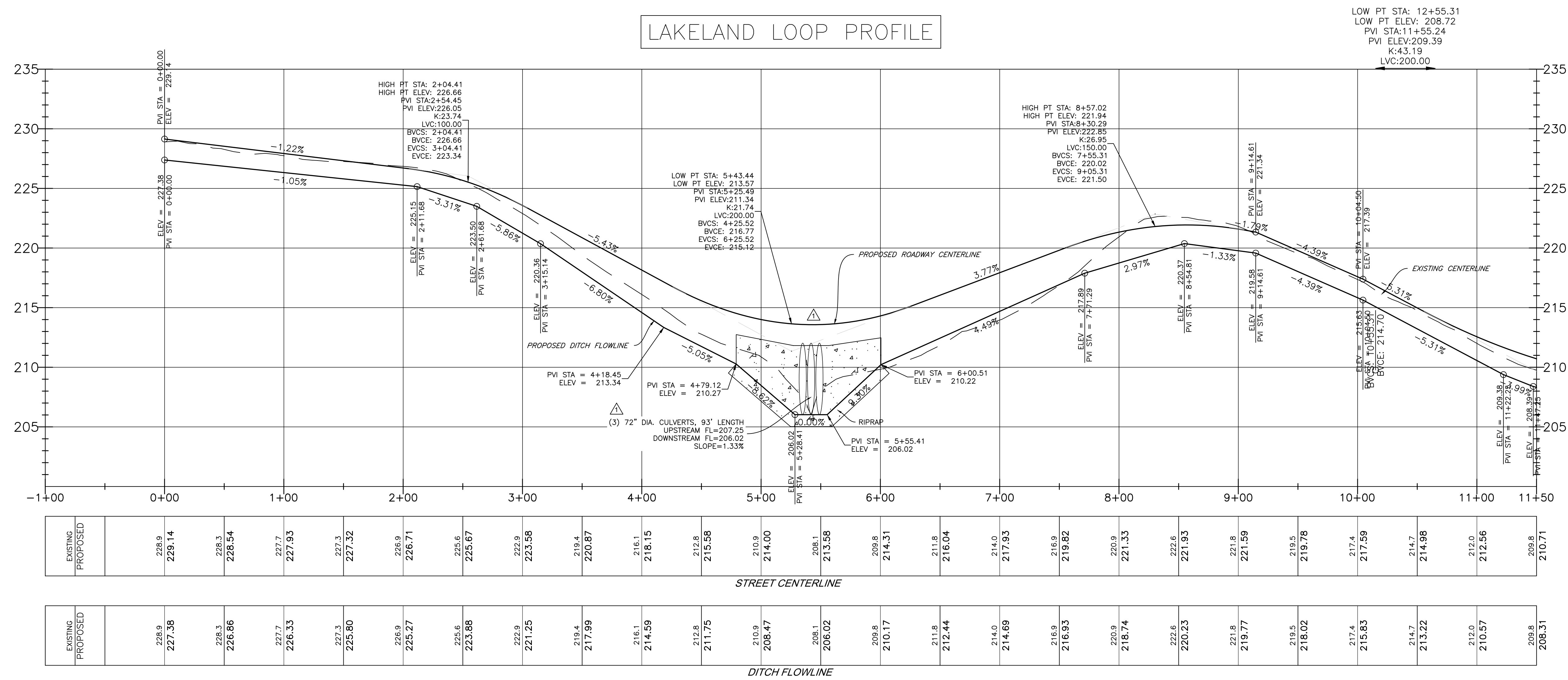
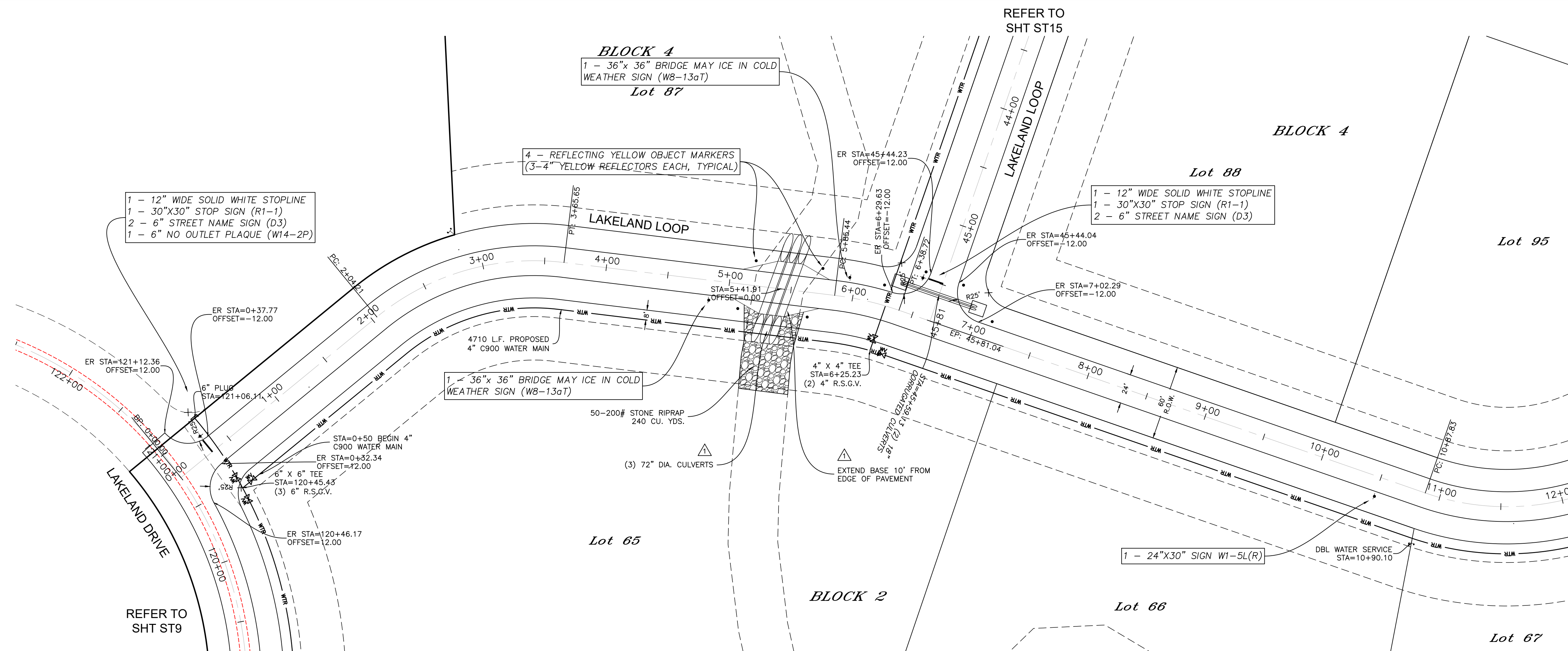
### Calculations

Qmin (cfs)	= 665.00
Qmax (cfs)	= 665.00
Tailwater Elev (ft)	= (dc+D)/2

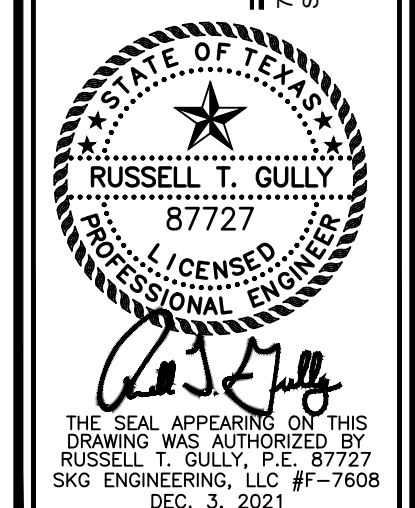
### Highlighted

Qtotal (cfs)	= 665.00
Qpipe (cfs)	= 665.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 6.92
Veloc Up (ft/s)	= 9.68
HGL Dn (ft)	= 173.66
HGL Up (ft)	= 172.79
Hw Elev (ft)	= 174.67
Hw/D (ft)	= 0.90
Flow Regime	= Inlet Control





**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LABORATORY  
 706 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 PHONE: 325.655.1288  
 FAX: 325.657.8188  
 www.skg.com



LAKELAND RANCH, LLC  
 CLAY SIGNOR  
 781 TRINITY HILLS DRIVE, APT. 6108  
 AUSTIN, TEXAS 78737

**LAKELAND RANCH  
 SECTION ONE  
 TYLER COUNTY, TEXAS**

LAKELAND LOOP  
 PLAN/PROFILE

REVISIONS

01/13/2022	Changed to 72" Dia Culverts, raised street grade
------------	--

DWG BY: DLH  
 DWG DATE: DEC. 3, 2021  
 JOB NO: 21-E-1353  
 SHEET NO: ST12  
 SCALE: 1"=50'

# Culvert Report

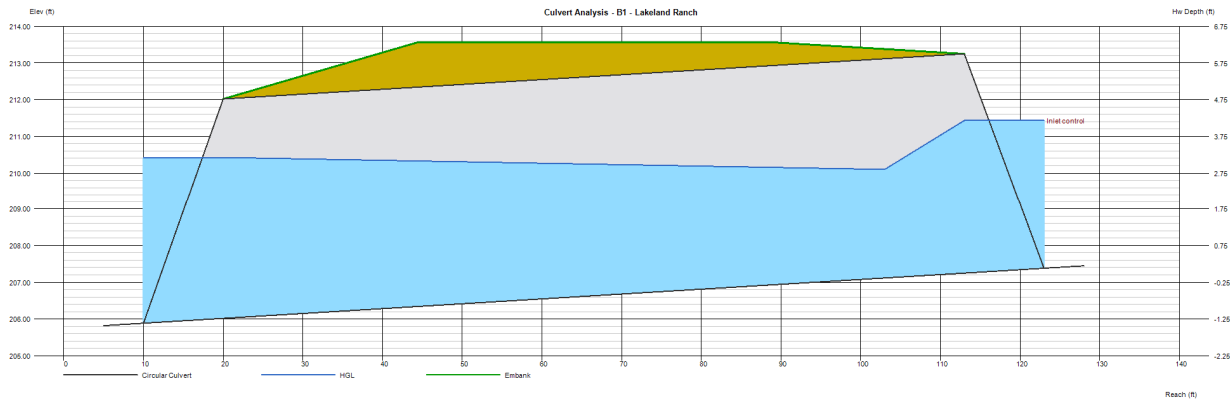
## Culvert Analysis - B1 - Lakeland Ranch

Invert Elev Dn (ft)	= 206.02
Pipe Length (ft)	= 93.00
Slope (%)	= 1.32
Invert Elev Up (ft)	= 207.25
Rise (in)	= 72.0
Shape	= Circular
Span (in)	= 72.0
No. Barrels	= 3
n-Value	= 0.019
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Mitered to slope (C)
Coeff. K,M,c,Y,k	= 0.021, 1.33, 0.0463, 0.75, 0.7

<b>Embankment</b>	
Top Elevation (ft)	= 213.57
Top Width (ft)	= 44.00
Crest Width (ft)	= 0.00

<b>Calculations</b>	
Qmin (cfs)	= 326.00
Qmax (cfs)	= 526.00
Tailwater Elev (ft)	= (dc+D)/2

<b>Highlighted</b>	
Qtotal (cfs)	= 326.00
Qpipe (cfs)	= 326.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 4.89
Veloc Up (ft/s)	= 8.37
HGL Dn (ft)	= 210.42
HGL Up (ft)	= 210.06
Hw Elev (ft)	= 211.43
Hw/D (ft)	= 0.70
Flow Regime	= Inlet Control



**OPINION OF PROBABLE COSTS  
LAND DEVELOPMENT ESTIMATE**

LAKELAND RANCH - SECTION ONE

January 27, 2022

Item	Estimated Quantity	Units	Cost Per Unit	Budgeted Total
<b>STREETS</b>				
24' Street - Lakeland Drive - w/ Existing Road	4,108	Ln. Ft.	41.39	170,009.58
24' Street - Lakeland Drive - New	7,950	Ln. Ft.	41.39	329,010.75
24' Street - East Lakeland Court	2,237	Ln. Ft.	41.39	92,578.25
24' Street - Lakeland Loop	4,560	Ln. Ft.	41.39	188,715.60
18" Poly Culverts	1,152	Each	16	17,982.72
72" x 35' Galvanized Culverts	8	Each	4,596	36,770.96
<b>WATER UTILITIES</b>				
6" x 6" Tapping Sleeve	1	Each	1,541	1,541.00
6" SDR26 Water Main	12,340	Feet	9	109,085.60
4" SDR26 Water Main	6,840	Feet	4	27,360.00
6" Valves	6	Each	917	5,500.50
4" Valves	2	Each	757	1,513.78
Water Services	49	Each	1,147	56,198.10
6" & 4" Bends w/ fittings	1	LS	944	944.08
SUBTOTAL				1,037,210.92
WATER LABOR				67,210.94
STREET LABOR				134,932.14
<b>WATER TOTAL</b>				<b>269,354.00</b>
<b>STREET TOTAL</b>				<b>970,000.00</b>
<b>TOTAL ESTIMATE</b>				<b>1,239,354.00</b>

\*\*Revised per estimates

Cost per Unit per Linear Foot for 24' Street - New				
Subgrade Preparation	2.67	sq. yd.	3.20	8.54
6" Compacted Base	2.67	sq. yd.	7.50	20.03
One Course Surface Treatment	2.67	sq. yd.	4.80	12.82
				41.39

OPC based on availability of on-site material sufficient for subgrade and base.

Cost per Unit per Linear Foot for 24' Street - w/ Existing Road				
Subgrade Preparation	2.67	sq. yd.	3.20	8.54
6" Compacted Base	2.67	sq. yd.	7.50	20.03
One Course Surface Treatment	2.67	sq. yd.	4.80	12.82
				41.39

SKG Engineering 706 South Abe Street, San Angelo, Texas 76903 325-655-1288

Creditor	Amount	Color Code	OPC Total	Funding For
Suretec Performance Bond	\$970,000		\$970,000	Streets
The Woodlands I-45 Banking Center	\$269,354		\$269,354	Water



*Russell T. Gully*

**SKG Engineering | F-7608  
01/27/2022**



\*22730000000000000281600050781201252022\*

### PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$269,354.00	01-25-2022	02-25-2024	2816	NR / 100		TF1	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Lakeland Ranch, LLC  
 11601 W Highway 290 Suite A101 Box 352  
 Austin, TX 78737

**Lender:** PROSPERITY BANK  
 The Woodlands - I-45 Banking Center  
 25661 I-45 North  
 The Woodlands, TX 77380

**Principal Amount: \$269,354.00**

**Date of Note: January 25, 2022**

**PROMISE TO PAY.** Lakeland Ranch, LLC ("Borrower") promises to pay to PROSPERITY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Sixty-nine Thousand Three Hundred Fifty-four & 00/100 Dollars (\$269,354.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on February 25, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 25, 2022, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the base rate on corporate loans posted by at least 70% of the 10 largest U. S. Banks known as the Wall Street Journal U.S. Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 3.250% per annum.** Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.250%. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Quarterly Ceiling" as referred to in Section 303.006 of the Texas Finance Code.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

PROSPERITY BANK  
 1205 N Navarro St  
 Victoria, TX 77901-6022

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 6:00 PM C.S.T. on a business day, Lender will credit Borrower's payment on the next business day.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: PROSPERITY BANK, 1205 N Navarro St Victoria, TX 77901-6022.**

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement

**PROMISSORY NOTE  
(Continued)**

Loan No: 2816

Page 2

performance of this Note is impaired.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

**CHOICE OF VENUE.** If there is a lawsuit, and if the transaction evidenced by this Note occurred in Hayes County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Hayes County, State of Texas.

**DISHONORED CHECK CHARGE.** Borrower will pay a processing fee of \$30.00 if any check given by Borrower to Lender as a payment on this loan is dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

**COLLATERAL.** This loan is unsecured.

**LINE OF CREDIT.** This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested only in writing by Borrower or as provided in this paragraph. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Borrower is not entitled or authorized to request advances under this Line of Credit. Advances are contingent upon approval of a loan officer of Prosperity Bank, and upon receipt of a draft drawn by an agent or authorized representative of County Judge of Tyler County ("Beneficiary"), subject to all the terms and conditions being more fully described in that certain Letter of Credit dated January 25, 2022, in the amount of \$269,354.00 which was issued by Lender on behalf of Borrower to Beneficiary. In the event any amounts are drawn on said Letter of Credit by the Beneficiary, such draws shall be deemed principal advances by Lender to Borrower under this Promissory Note.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; or (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender.

**FINANCIAL STATEMENTS.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than **sixty (60)** days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, **prepared by borrower.**

**Tax Returns.** As soon as available, but in no event later than **thirty (30)** days after the applicable filing dated for the tax reporting period ended, Borrower's Federal and other governmental tax returns, **prepared by tax payer.**

All financial reports required to be provided under this provision shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTICE OF FINAL AGREEMENT. THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**GENERAL PROVISIONS.** This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for



PROMISSORY NOTE  
(Continued)

Loan No: 2816

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

LAKELAND RANCH, LLC

By: 

Dudley Gates Walcott, Member of Lakeland Ranch, LLC

HS BUSINESS SERVICES, LLC, Member of Lakeland Ranch, LLC

By: 

Clay Signor, Manager of HS Business Services, LLC

GENE'S TEXAS, LLC, Member of Lakeland Ranch, LLC

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

Gene Stock, Member/Manager of Gene's Texas, LLC

LENDER:

PROSPERITY BANK

X \_\_\_\_\_

William Travis Freeman, Regional President



\*24220000000000000281600050781201252022\*

## COMMERCIAL GUARANTY

**Borrower:** Lakeland Ranch, LLC  
11601 W Highway 290 Suite A101 Box 352  
Austin, TX 78737

**Lender:** PROSPERITY BANK  
The Woodlands - I-45 Banking Center  
25661 I-45 North  
The Woodlands, TX 77380

**Guarantor:** Gene Stock  
449 Wetherbee St  
Greenville, MS 38701

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. However, "Indebtedness" shall not include any liabilities and obligations under any agreement regulated as a "swap" by the Commodity Exchange Act, as amended, unless otherwise agreed in writing.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness, and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is

## COMMERCIAL GUARANTY (Continued)

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, and if the transaction evidenced by this Guaranty occurred in Hayes County, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Hayes County, State of Texas.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall

**COMMERCIAL GUARANTY  
(Continued)**

signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Lakeland Ranch, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation Gene Stock, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means PROSPERITY BANK, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 25, 2022.**

GUARANTOR:

X \_\_\_\_\_  
Gene Stock



\*24220000000000000281600050781201252022\*

## COMMERCIAL GUARANTY

**Borrower:** Lakeland Ranch, LLC  
11601 W Highway 290 Suite A101 Box 352  
Austin, TX 78737

**Lender:** PROSPERITY BANK  
The Woodlands - I-45 Banking Center  
25661 I-45 North  
The Woodlands, TX 77380

**Guarantor:** Clay Signor  
3303 Far View Dr  
Austin, TX 78730

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. However, "Indebtedness" shall not include any liabilities and obligations under any agreement regulated as a "swap" by the Commodity Exchange Act, as amended, unless otherwise agreed in writing.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty.** This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is

## COMMERCIAL GUARANTY (Continued)

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, and if the transaction evidenced by this Guaranty occurred in Hayes County, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Hayes County, State of Texas.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall

**COMMERCIAL GUARANTY  
(Continued)**

signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Lakeland Ranch, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation Clay Signor, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means PROSPERITY BANK, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 25, 2022.**

GUARANTOR:

X  
\_\_\_\_\_  
Clay Signor



\*24220000000000000281600050781201252022\*

## COMMERCIAL GUARANTY

**Borrower:** Lakeland Ranch, LLC  
11601 W Highway 290 Suite A101 Box 352  
Austin, TX 78737

**Lender:** PROSPERITY BANK  
The Woodlands - I-45 Banking Center  
25661 I-45 North  
The Woodlands, TX 77380

**Guarantor:** HS Business Services, LLC  
11601 W Highway 290 Suite A101 Box 352  
Austin, TX 78737

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. However, "Indebtedness" shall not include any liabilities and obligations under any agreement regulated as a "swap" by the Commodity Exchange Act, as amended, unless otherwise agreed in writing.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty.** This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is



## COMMERCIAL GUARANTY (Continued)

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, and if the transaction evidenced by this Guaranty occurred in Hayes County, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Hayes County, State of Texas.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall

**COMMERCIAL GUARANTY  
(Continued)**

signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Lakeland Ranch, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation HS Business Services, LLC, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means PROSPERITY BANK, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 25, 2022.**

**GUARANTOR:**

HS BUSINESS SERVICES, LLC

By: \_\_\_\_\_  
Clay Signor, Manager of HS Business Services, LLC



\*24220000000000000281600050781201252022\*

## COMMERCIAL GUARANTY

**Borrower:** Lakeland Ranch, LLC  
11601 W Highway 290 Suite A101 Box 352  
Austin, TX 78737

**Lender:** PROSPERITY BANK  
The Woodlands - I-45 Banking Center  
25661 I-45 North  
The Woodlands, TX 77380

**Guarantor:** Gene's Texas, LLC  
449 Wetherbee St  
Greenville, MS 38701

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. However, "Indebtedness" shall not include any liabilities and obligations under any agreement regulated as a "swap" by the Commodity Exchange Act, as amended, unless otherwise agreed in writing.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is

## COMMERCIAL GUARANTY (Continued)

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, and if the transaction evidenced by this Guaranty occurred in Hayes County, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Hayes County, State of Texas.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall

**COMMERCIAL GUARANTY  
(Continued)**

signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Lakeland Ranch, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation Gene's Texas, LLC, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means PROSPERITY BANK, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 25, 2022.**

GUARANTOR:

GENE'S TEXAS, LLC

By: \_\_\_\_\_  
Gene Stock, Member/Manager of Gene's Texas, LLC



\*24220000000000000281600050781201252022\*

## COMMERCIAL GUARANTY

**Borrower:** Lakeland Ranch, LLC  
11601 W Highway 290 Suite A101 Box 352  
Austin, TX 78737

**Lender:** PROSPERITY BANK  
The Woodlands - I-45 Banking Center  
25661 I-45 North  
The Woodlands, TX 77380

**Guarantor:** Dudley Gates Walcott  
102 Champion Dr  
Lakeway, TX 78734

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. However, "Indebtedness" shall not include any liabilities and obligations under any agreement regulated as a "swap" by the Commodity Exchange Act, as amended, unless otherwise agreed in writing.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty.** This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is

## COMMERCIAL GUARANTY (Continued)

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, and if the transaction evidenced by this Guaranty occurred in Hayes County, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Hayes County, State of Texas.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall

**COMMERCIAL GUARANTY  
(Continued)**

signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Lakeland Ranch, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation Dudley Gates Walcott, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means PROSPERITY BANK, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 25, 2022.**

GUARANTOR:

X   
Dudley Gates Walcott





\*34250000000000000000281600050781201252022\*

# APPLICATION AND AGREEMENT FOR IRREVOCABLE STANDBY LETTER OF CREDIT (the "APPLICATION AND AGREEMENT")

## I. APPLICATION

Letter of Credit Number: 2816

Date: January 25, 2022

To Prosperity Bank: Please issue for our account, by Mail, Overnight Delivery or Correspondent Bank, an Irrevocable Standby Letter of Credit (the "Credit") as follows and PER THE ATTACHED LETTER OF CREDIT DRAFT, attached hereto as Exhibit A and made a part hereof:

Beneficiary: County Judge of Tyler County

Address: c/o Tyler County Commissioners Court; 205 N Charlton St., Woodville, TX 75979

For the Account of: Lakeland Ranch, LLC ("Account Party," whether one or more)

On Behalf Of (if applicable): Same ("Applicant," whether one or more)

Address: 11601 W. Highway 290, Suite A101 Box 352, Austin, TX 78737

Up to the Aggregate Amount of: \$269,354.00 US DOLLARS (the "Maximum Stated Amount")

Expiring: February 25, 2024 ("Expiration Date") and is Not Auto Renewable.

At: Prosperity Bank, Letter of Credit Department ("Lender" or "Issuer" or "Bank")

Address: 4631 NW 23rd St, Oklahoma City, OK 73127

To be available by draft(s) drawn at sight on you and accompanied by:

The following documents will be required to be submitted on presentation of draft:

1. The Beneficiary's drafts, drawn as defined below, on Issuer, bearing the clause "Drawn under Prosperity Bank Letter of Credit Number 2816."
2. The original of this Irrevocable Standby Letter of Credit together with any and all amendments.
3. A Certificate on Beneficiary's letterhead in the form attached as Exhibit "A" stating payment is now due.

Fees: Fees will be charged in accordance with Prosperity Bank's Fee Schedule.

Note: The following Note, Line of Credit Agreement or Loan Agreement has been or is being executed by Applicant in connection with this Application and Agreement and Credit (the "Note"):

Date: January 25, 2022

Amount: \$269,354.00

Document: Promissory Note

Interest Rate if no Note: In the event that no Note has been or is being executed by Applicant in connection with this Application and Agreement and Credit, the interest rate that will apply to the unpaid balance of the Amounts as described in the attached Agreement from the date each Amount is paid by Issuer will be N/A percent per annum (if left blank, such rate shall be the maximum rate allowed by applicable law) until paid, computed on a 365/360 per diem basis, which may result in a higher effective interest rate, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis using a year of 365 or 366 days, as applicable.

Account: The following account at Prosperity Bank is being pledged as additional security in accordance with the terms of the Standby Letter of Credit Agreement, attached hereto and made a part hereof: N/A

This pledge is limited to the amount of: N/A

We hereby request and authorize you to issue the Credit described above with such variations from the above terms as you may, in your discretion, determine are necessary and are not materially inconsistent with this Application.

### APPLICANT:

Lakeland Ranch, LLC

By:   
Dudley Gates Watcott, Member

HS Business Services, LLC Member of Lakeland Ranch, LLC

By:   
Clay Signor, Manager

Gene's Texas, LLC Member of Lakeland Ranch, LLC

By: \_\_\_\_\_  
Gene Stock, Member/Manager

Please also sign the Standby Letter of Credit Agreement, attached hereto and made a part hereof.

## II. The Agreement

TO PROSPERITY BANK:

In consideration of your opening, at our request, your Standby Letter of Credit (herein called "the Credit") substantially in accordance with the foregoing Application, incorporated herein by reference, we the undersigned Applicant (whether one or more) hereby agree as follows:

1. We agree to repay you, or your order, immediately upon demand in United States currency at your office as specified in the foregoing Application, for any amounts paid by you under the Credit (the "Amount(s)"), or, if so demanded by you, to pay to you at your office in advance

Our obligation to pay such Amounts shall be absolute, unconditional, and irrevocable.

**APPLICATION AND AGREEMENT FOR LETTER OF CREDIT  
(Continued)**

Loan No: 2816

Page 2

for such additional costs.

5. Neither you nor your correspondents shall be in any way responsible for (1) performance by any beneficiary of its obligations to us, nor for (2) the form, sufficiency, correctness, validity, authority of person signing, falsification or legal effect of any documents called for under said Credit if such documents on their face appear to be in order (3) any breach of any agreement between us or any of us and the beneficiary of the Credit or any other party, even if you have received notice of same, (4) any act or omission by you in connection with the Credit if done in good faith, (5) any omissions, interruptions, errors, mis-deliveries or delays in the transmission or delivery of any documents, messages, or funds in connection with the Credit, (6) any act or omission beyond your control, (7) your failure to perfect any interest in or exercise any right with respect to the collateral security for this Agreement.

6. We agree that in the event of any amendments or modifications of the terms of the Credit, at the request of any of us, this Agreement shall be binding upon us with regard to the Credit as so amended.

7. Any demand on or notice to Applicant made hereunder may be made or given by you by leaving same at the address for Applicant given on the reverse of this Application, or at our last known address, or by sending or telephoning same to either of such addresses, with the same effect as if delivered to us in person.

8. a. Each of us, to secure the payment and performance of our obligations in this Agreement, or in the Note, the Security Agreement, or any other documents related hereto (the "**Related Documents**") hereby grants you a security interest in, and agrees that all property belonging to us or any of us, or in which we of any of us may have an interest, of every name and nature whatsoever, now or at any time hereafter delivered, conveyed, transferred, assigned, or paid to you or coming into your possession or into the possession of anyone for you in any manner whatsoever, whether expressly as security for any of the obligations or liabilities by us of any of us to you, or for safekeeping or otherwise, and all items received for collection or transmission and the proceeds thereof whether or not such property is in whole or in part released to us on trust or bailee receipt, including without limitation, all our right, title and interest in our accounts, monies, instruments, savings, checking, share and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties) that come into your actual or constructive possession, custody or control, are hereby made security for each and all such obligations and liabilities. Each of us agrees at any time and from time to time, on demand, to deliver, convey, transfer, and assign to you, as security for any and all of our or any of our obligations and liabilities hereunder, and also for any and all other obligations and liabilities, absolute or contingent, due or to become due, which are now or may at any time hereafter be owing by us of any of us to you, additional security of a value and character satisfactory to you, or to make such payment as you may require.

b. In addition to the foregoing grant of security interest and not in limitation thereof, we the undersigned and each of us, hereby pledge, transfer, and assign to Issuer Prosperity Bank as additional security under this Agreement that certain certificate of deposit account or other deposit account maintained in the name of the undersigned at Prosperity Bank, being identified on the Application above, attached hereto and made a part hereof, together with (1) all interest, whether now accrued or hereafter accruing, (2) all additional deposits hereafter made, (3) any and all proceeds from such account, and (4) all renewals, replacements, and substitutions for any of the foregoing (the "**Account**"), to be available for setoff upon the written demand of Issuer Prosperity Bank. This pledge is limited to the amount specified in the attached Application, and the undersigned agrees to maintain the balance in the Account at all times in an amount not less than such amount. The undersigned Applicant further understands and agrees that, in the event a demand is made for the payment of any sum pursuant hereto against such Account, any provisions under the Account agreement for the payment of an early withdrawal penalty shall continue to apply, and such penalty will be assigned against the remaining balance of the Account or as otherwise may be provided in the Account agreement. Applicant further understands and agrees that this pledge will be effective and the pledged amount will not be available for withdrawal by Applicant until released by Issuer and shall apply to any and all renewals, extensions, or other changes in the form of deposit of the Account, whether or not the Account number is changed as a result thereof.

c. Each of us agrees that upon our failure or the failure of any of us at any time to keep a margin of security with you satisfactory to you, or upon the making by us or any of us of any assignment for the benefit of creditors, or upon the filing of any voluntary or involuntary petition in bankruptcy or for any arrangement or reorganization by or against us or any of us, or upon the application for the appointment of a receiver of any of our property or the property of any of us, or upon any act of bankruptcy or state of insolvency of us or any of us, or our failure to make any payment due under this Agreement, the Note or Related Documents, or our failure to comply with any term in this Agreement or in the Note or any of the Related Documents, or any statement we make or furnish to you is false or misleading in any material respect, either at the time made or becoming so at any time thereafter, or the death of any one of us, or upon the commencement of foreclosure or forfeiture proceedings by any of our creditors or any governmental agency against any collateral securing the Note or Related Documents, or if any of the events described above occur with respect to any Account Party signing below, all of such obligations and liabilities shall become and be immediately due, and payable without demand or notice, notwithstanding any credit or time allowed to us or any of us, or any instrument evidencing any such obligation or liabilities or otherwise; and each of us, as to property in which he may have an interest, and all of us, as to property in which we may have an interest expressly authorize you in any such event, or upon our failure or the failure of any of us to pay any of such obligations or liabilities when it or they shall become or be made due, to sell immediately, without demand for payment, without advertisement and without notice to us or any of us, all of which are hereby expressly waived, any and all such securities and property, arrived or to arrive, at private sale, or at public auction or brokers' board or otherwise, at your option, in such parcel or parcels and at such time or times and at such place or places and for such price or prices and upon such terms and conditions as you may deem proper, and you are also given the right, power and authority, in your discretion, to collect or cause to be collected or otherwise to convert into money, all or any part of said securities and property; and you may, in your discretion, enforce the collection of said securities, with the additions thereto and substitutes therefor, by suit or otherwise, and may surrender, compromise, release, renew, extend or exchange any or all of said securities and property, and you may apply the net proceeds of such sale or sales, collection, exchange or conversion together with any balance of deposits and any sums credited by or due from you to us or any of us in general account or otherwise, to the payment of the costs, expenses and attorney's fees incurred in respect to said securities and property, and the sale, collection, exchange or conversion thereof, and to the payment of any and all of our or any of our obligations or liabilities to you however arising and whether due or to become due. If any such sale be at brokers' board or at public auction you may yourself be a purchaser at such sale, free from any right of redemption which we and each of us hereby expressly waive and release. You are, however, released from all obligation or liability to collect any of said securities or to bind or hold any maker or endorser thereof. Your rights hereunder may be exercised together, separately, or in any order, and are in addition to any rights available to you at common law, including but not limited to, the right of set-off.

9. We agree to hold you harmless, defend, and indemnify you from any and all costs, liabilities, fees (including but not limited to Attorney's fees), expenses and claims asserted against you or incurred by you directly or indirectly arising from, related to, or in connection with this Agreement or the issuance by you of the credit, however arising, (through court proceedings, administrative proceedings, or otherwise). Such indemnification obligation shall survive the expiration of the credit and the termination of any liability we may have under this Agreement.

10. You shall not be deemed to have waived any of your rights hereunder, unless you or your authorized agent shall have signed such waiver in writing. No such waiver, unless expressly as stated therein, shall be effective as to any transmission which occurs subsequent to the date of such waiver, nor as to any continuance of a breach after such waiver.

11. If this Agreement is signed by one individual, the terms "we," "our," "us," shall be read throughout as "I," "the undersigned," "my," "me," as the case may be. If this Agreement is signed by two or more parties, the terms "we," "our," and "us" shall be read to mean any and all Applicants signing below, and it shall be the joint and several agreement of such parties. As used in this Agreement, words of masculine

APPLICATION AND AGREEMENT FOR LETTER OF CREDIT  
(Continued)

Loan No: 2816

Page 3

the interest charged, collected, or contracted for under this Application and Agreement exceed the maximum rate permitted by applicable law. Applicant does to agree or intend to pay, and Issuer does not agree or intend to contract for, charge, collect, or receive (together, "charge or collect"), any amount in the nature of interest or fee that would in any way or event cause Issuer to charge or collect more than the maximum Issuer would be permitted to charge or collect under applicable law.

17. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

APPLICANT:  
Lakeland Ranch, LLC

By:   
Dudley Gates Walcott, Member

HS Business Services, LLC, Member of Lakeland Ranch, LLC

By:   
Clay Signor, Manager

Gene's Texas, LLC, Member of Lakeland Ranch, LLC

By: \_\_\_\_\_  
Gene Stock, Member/Manager.



\*22860000000000000281600050781201252022\*

# DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$269,354.00	01-25-2022	02-25-2024	2816	NR / 100		TF1	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Lakeland Ranch, LLC  
 11601 W Highway 290 Suite A101 Box 352  
 Austin, TX 78737

**Lender:** PROSPERITY BANK  
 The Woodlands - I-45 Banking Center  
 25661 I-45 North  
 The Woodlands, TX 77380

**LOAN TYPE.** This is a non-precomputed Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Limited Liability Company for \$269,354.00 due on demand and, if no demand, on February 25, 2024.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family or Household Purposes.
- Personal Investment.
- Business, Agricultural and All Other.

**SPECIFIC PURPOSE.** The specific purpose of this loan is: New Note to stand behind Letter of Credit No. 2816.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$269,354.00 as follows:

Undisbursed Funds:	\$269,354.00
Note Principal:	\$269,354.00

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$5,387.08
\$5,387.08 Letter of Credit Fee	
Total Charges Paid in Cash:	\$5,387.08

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 25, 2022.

**BORROWER:**

LAKELAND RANCH, LLC

By:   
 Dudley Gates Walcott, Member of Lakeland Ranch, LLC

HS BUSINESS SERVICES, LLC, Member of Lakeland Ranch, LLC

By:   
 Clay Signor, Manager of HS Business Services, LLC

GENE'S TEXAS, LLC, Member of Lakeland Ranch, LLC

By: \_\_\_\_\_  
 Gene Stock, Member/Manager of Gene's Texas, LLC



\*22760000000000000281600050781201252022\*

### NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$269,354.00	01-25-2022	02-25-2024	2816	NR / 100		TF1	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Lakeland Ranch, LLC  
 11601 W Highway 290 Suite A101 Box 352  
 Austin, TX 78737

**Lender:** PROSPERITY BANK  
 The Woodlands - I-45 Banking Center  
 25661 I-45 North  
 The Woodlands, TX 77380

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a non-precomputed Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Limited Liability Company for \$269,354.00 due on demand and, if no demand, on February 25, 2024.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**LOAN DOCUMENTS**

- Promissory Note
- TX Commercial Guaranty: Clay Signor
- TX Commercial Guaranty: Gene's Texas, LLC
- Application and Agreement for Letter of Credit - Application and Agreement for Letter of Credit
- Disbursement Request and Authorization
- TX Commercial Guaranty: Gene Stock
- TX Commercial Guaranty: HS Business Services, LLC
- TX Commercial Guaranty: Dudley Gates Walcott
- USA Patriot Act Disclosure - USA PATRIOT ACT INFORMATION DISCLOSURE
- Notice of Final Agreement

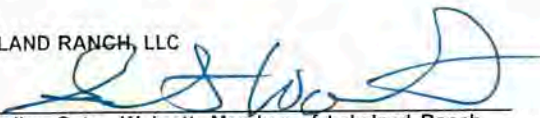
**Parties.** The term "Parties" means PROSPERITY BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

- Borrower:** Lakeland Ranch, LLC
- Guarantor 1:** Clay Signor
- Guarantor 2:** Dudley Gates Walcott
- Guarantor 3:** Gene Stock
- Guarantor 4:** HS Business Services, LLC
- Guarantor 5:** Gene's Texas, LLC

This Notice of Final Agreement is given by PROSPERITY BANK pursuant to Section 26.02 of the Texas Business and Commerce Code. Each Party who signs below, other than PROSPERITY BANK, acknowledges, represents, and warrants to PROSPERITY BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated January 25, 2022.

BORROWER:

LAKELAND RANCH, LLC

By:   
 Dudley Gates Walcott, Member of Lakeland Ranch, LLC

HS BUSINESS SERVICES, LLC, Member of Lakeland Ranch, LLC

By:   
 Clay Signor, Manager of HS Business Services, LLC

GENE'S TEXAS, LLC, Member of Lakeland Ranch, LLC

By:   
 Gene Stock, Member/Manager of Gene's Texas, LLC

GUARANTOR:

NOTICE OF FINAL AGREEMENT  
(Continued)

Loan No: 2816

Page 2

GUARANTOR:

HS BUSINESS SERVICES, LLC

By: \_\_\_\_\_  
Clay Signor, Manager of HS Business Services, LLC

GUARANTOR:

GENE'S TEXAS, LLC

By: \_\_\_\_\_  
Gene Stock, Member/Manager of Gene's Texas, LLC

LENDER:

PROSPERITY BANK

X \_\_\_\_\_  
William Travis Freeman, Regional President



\*22760000000000000281600050781201252022\*

### NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$269,354.00	01-25-2022	02-25-2024	2816	NR / 100		TF1	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Lakeland Ranch, LLC  
 11601 W Highway 290 Suite A101 Box 352  
 Austin, TX 78737

**Lender:** PROSPERITY BANK  
 The Woodlands - I-45 Banking Center  
 25661 I-45 North  
 The Woodlands, TX 77380

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a non-precomputed Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Limited Liability Company for \$269,354.00 due on demand and, if no demand, on February 25, 2024.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**LOAN DOCUMENTS**

- Promissory Note
- TX Commercial Guaranty: Clay Signor
- TX Commercial Guaranty: Gene's Texas, LLC
- Application and Agreement for Letter of Credit - Application and Agreement for Letter of Credit
- Disbursement Request and Authorization
- TX Commercial Guaranty: Gene Stock
- TX Commercial Guaranty: HS Business Services, LLC
- TX Commercial Guaranty: Dudley Gates Walcott
- USA Patriot Act Disclosure - USA PATRIOT ACT INFORMATION DISCLOSURE
- Notice of Final Agreement

**Parties.** The term "Parties" means PROSPERITY BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

- Borrower:** Lakeland Ranch, LLC
- Guarantor 1:** Clay Signor
- Guarantor 2:** Dudley Gates Walcott
- Guarantor 3:** Gene Stock
- Guarantor 4:** HS Business Services, LLC
- Guarantor 5:** Gene's Texas, LLC

This Notice of Final Agreement is given by PROSPERITY BANK pursuant to Section 26.02 of the Texas Business and Commerce Code. Each Party who signs below, other than PROSPERITY BANK, acknowledges, represents, and warrants to PROSPERITY BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated January 25, 2022.

BORROWER:

LAKELAND RANCH, LLC

By:   
 Dudley Gates Walcott, Member of Lakeland Ranch, LLC

HS BUSINESS SERVICES, LLC, Member of Lakeland Ranch, LLC

By:   
 Clay Signor, Manager of HS Business Services, LLC

GENE'S TEXAS, LLC, Member of Lakeland Ranch, LLC

By: \_\_\_\_\_  
 Gene Stock, Member/Manager of Gene's Texas, LLC

GUARANTOR: 

NOTICE OF FINAL AGREEMENT  
(Continued)

Loan No: 2816

Page 2

GUARANTOR:

HS BUSINESS SERVICES, LLC

By:   
~~Clay Signor, Manager of HS Business Services, LLC~~

GUARANTOR:

GENE'S TEXAS, LLC

By: \_\_\_\_\_  
Gene Stock, Member/Manager of Gene's Texas, LLC

LENDER:

PROSPERITY BANK

X \_\_\_\_\_  
William Travis Freeman, Regional President





**PERFORMANCE BOND**  
(Subdivision Improvements)

**Bond No. : 4453552**

**Premium: N/A**

**WHEREAS**, Lakeland Ranch, LLC. (herein designated as "Principal"), and The County Judge of Tyler County, Texas OR HIS SUCCESSORS IN OFFICE (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated 27th December, 2021 and identified as Roads, Water Lines, Electric in connection to Tyler County, Texas, Lakeland Ranch Section One, is hereby referred to and made a part hereof; and,

**WHEREAS**, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

**NOW, THEREFORE**, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Nine Hundred Seventy Thousand and No/100 dollars (\$ 970,000.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on 27<sup>th</sup> day of December, 2021.

**Principal**

Lakeland Ranch, LLC

By: 

**Surety**

SureTec Insurance Company

By: 

Trenaé Donovan, Attorney-In-Fact

# SureTec Insurance Company

**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

## Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

---

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Farrah Carlton, Greg S. Hotchkiss, Michael J. Hotchkiss, Kenneth G. Hotchkiss, Tye H. Justice, Wesley L. Weatherred  
Kari Fumerola, Daphne B. Clark, Gary D. Lindsey, Jennifer Lang Kelley, Trenae Donovan, Maryana Zhuk

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 21<sup>st</sup> of April, 1999.)*

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of August A.D. 2020 .

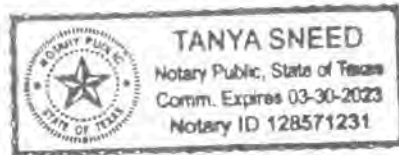
SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*  
Michael C. Keimig, President



State of Texas                      ss:  
County of Harris

On this 6th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*Tanya Sneed*  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of December, 2021, A.D.

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221098  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.