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PETITION OF GJGTEB HOLDINGS,	§	BEFORE THE
LLC TO AMEND CREEDMOOR-	§	
MAHA WATER SUPPLY	§	
CORPORATION CCN NO. 11029 IN	§	PUBLIC UTILITY COMMISSION
CALDWELL COUNTY BY	§	
STREAMLINED EXPEDITED	§	OF TEXAS
RELEASE	§	

**GJGTEB HOLDINGS, LLC’S PETITION TO AMEND CREEDMOOR-MAHA WATER
SUPPLY CORPORATION’S CERTIFICATE OF CONVENIENCE AND NECESSITY
NO. 11029 BY STREAMLINED EXPEDITED RELEASE**

COMES NOW, GJGTEB Holdings, LLC (“Petitioner”) and submits this Petition to Amend Creedmoor-Maha Water Supply Corporation’s (“Creedmoor-Maha”) water Certificate of Convenience and Necessity (“CCN”) No.11029 by streamlined expedited release (hereinafter, “Petition”), and in support thereof, would respectfully show the following:

I. PETITION

Pursuant to Tex. Water Code Ann. (“TWC”) § 13.2541 and Title 16 Tex. Admin. Code (“TAC”) § 24.245(h), an owner of a tract of land may petition the Public Utility Commission of Texas (“Commission”) for streamlined expedited release of all or a portion of the subject property from an existing CCN if:

- (1) the tract of land to be released is at least 25 acres;
- (2) the tract of land is not receiving water or sewer service;
- (3) at least part of the tract of land is located within the service area of the subject CCN; and,
- (4) at least some of the tract of land located within the subject CCN is also located in a qualifying county.¹

Based on these factors, Petitioner qualifies for a streamlined expedited release of approximately 194.362 acres of land from Creedmoor-Maha’s CCN No. 11029. As depicted on Exhibit A attached hereto, Petitioner GJGTEB owns approximately 194 acres of contiguous land in fee

¹ TWC § 13.2541(b) and 16 TAC § 24.245(h).

simple in Caldwell County, which is a qualifying county in accordance with 16 TAC § 24.245(h)(2). This tract, known as the “Cornerstone” tract, is located entirely within Creedmoor-Maha’s CCN area as depicted on both general location and detailed maps attached hereto as Exhibit B and the digital shapefiles (“SHP”) filed contemporaneously with this Petition.² The subject Cornerstone property is not currently receiving water or sewer service. As further depicted on Exhibit C, Petitioner has notified Creedmoor-Maha of its Petition by certified mail on the same day that it was filed with the Commission. Finally, an affidavit attesting and affirming to the veracity of the information contained in this Petition is attached as Exhibit D.

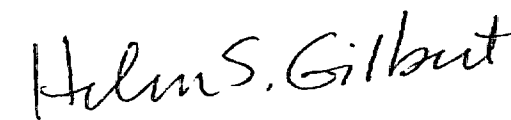
II. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, Petitioner GJGTEB Holdings, LLC respectfully prays that the Commission grant the Petition and release Petitioner’s approximately 194-acre Cornerstone tract from Creedmoor-Maha Water Supply Corporation’s CCN No. 11029 in Caldwell County and to all other such relief to which it is entitled.

Respectfully submitted,

Randall B. Wilburn
State Bar No. 24033342
Helen S. Gilbert
State Bar No. 00786263
BARTON BENSON JONES PLLC
7000 N. MoPac Expwy, Suite 200
Austin, Texas 78731
Telephone: (210) 640-9174
Telecopier: (210) 600-9796

By:



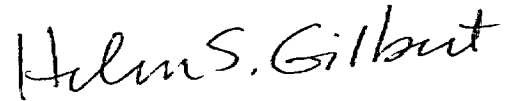
Helen S. Gilbert

**ATTORNEYS FOR GJGTEB
HOLDINGS, LLC**

² 16 TAC § 24.245(k)(1).

CERTIFICATE OF SERVICE

I hereby certify that I have or will serve a true and correct copy of the foregoing document via hand delivery, facsimile, electronic mail, overnight mail, U.S. mail, or Certified Mail Return Receipt Requested on all parties on the 23rd of September 2021.



Helen S. Gilbert

EXHIBIT A

2021-004865 WD Fee: 82.00
07/02/2021 01:08:39 PM Total Pages: 16
Teresa Rodriguez, County Clerk - Caldwell County, TX

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF CALDWELL §

RUC HOLDINGS ULC, an unlimited liability corporation existing under the laws of the Province of Alberta, Canada, WALTON TEXAS, LP, a Texas limited partnership, and Tony Deegan, Special Signatory Co-Trustee under the Trust Agreements establishing the Trusts identified on Schedule 1 attached hereto (collectively, "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by GJGTEB HOLDINGS, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, restrictions, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract of land situated in Caldwell County, Texas, described on Exhibit A attached hereto and incorporated herein by reference (the "Land").

TOGETHER WITH, all and singular, to the extent owned by Grantor and not by an existing lessee, easement holder or other third party (as applicable), any improvements and fixtures situated on the Land, and all rights and appurtenances pertaining to the Land to the extent the same pertain to and run with the Land, less and except and expressly excluding, however, all or any portion of the mineral estate (and all oil, gas and other minerals, and all rights, privileges and appurtenances pertaining to the mineral estate) pertaining to the Land which is not owned by Grantor (said Land, improvements, fixtures, rights and appurtenances being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, road, alley or right-of-way abutting or immediately adjacent to the Land to the extent the same are appurtenant to the Land.

This conveyance is made subject and subordinate to the easements, encumbrances, oil, gas and mineral leases, mineral and royalty severances and other exceptions (together, the "Permitted Exceptions") described on Exhibit B attached hereto and incorporated herein by reference for all purposes.

EXHIBIT A

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Except for Grantor's warranty of title set forth herein and the representations and warranties of Grantor expressly contained in and to the extent provided in that certain Purchase and Sale Contract dated effective February 1, 2021 by and between Grantor and Grantee, as amended, Grantor has not made and is not making and hereby specifically disclaims, and Grantee by its acceptance of this deed hereby specifically waives, any warranties, representations or guarantees of any kind or character, express or implied (or arising by operation of law), oral or written, past, present or future, with respect to or in any way related to or concerning the Property or its suitability for any particular purpose or use, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access or utilities, ingress or egress, drainage, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property, including, without limitation, the following: (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and environmental condition of the Property, and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner or quality of construction (or of any materials incorporated into) and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iv) the compliance of the Property or the operation of the Property with any laws, rules, codes, ordinances or regulations of any government or other body; (v) the value, condition, merchantability, marketability, profitability, suitability, habitability, or fitness for a particular use or purpose of the Property; and/or (vi) the manner or quality of the Property; and Grantee, by its acceptance of this deed, on behalf of itself and its successors and assigns, **RELEASES GRANTOR FROM ANY LIABILITY WITH RESPECT TO ANY AND ALL SUCH MATTERS.** Grantee, by its acceptance of this deed, acknowledges that it is generally familiar with the Property and is a sophisticated purchaser of real estate, and that it is relying upon its own expertise and that of its consultants in purchasing the Property and that it has conducted such inspections and investigations as it deemed necessary including, but not limited to, the physical and environmental conditions thereof and shall rely upon the same. Grantor hereby sells and conveys the Property to Grantee, and Grantee hereby accepts the Property, **"AS IS, WHERE IS, AND WITH ALL FAULTS"**.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and assessments pertaining to the Property for calendar year 2021 and subsequent years, there having been a proper proration of ad valorem taxes and assessments for the current

EXHIBIT A

calendar year between Grantor and Grantee. Grantee, by its acceptance hereof, does further assume and agree to pay any and all ad valorem taxes and assessments, including any "rollback" taxes and assessments (and any penalties or interest thereon) relating to a change in the usage or ownership of the Property, whether by reason of this conveyance or hereafter.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT PAGES FOLLOW]

EXHIBIT A

EXECUTED to be effective as of July 1, 2021.

GRANTOR:

RUC HOLDINGS ULC,
an unlimited liability corporation existing under the laws of
the Province of Alberta, Canada

By: [Signature]
Name: Kate Kaminski
Title: Corporate Secretary

By: [Signature]
Name: Todd Woodhead
Title: Authorized Signatory

STATE OF ARIZONA §
 § ss.
COUNTY OF MARICOPA §

This instrument was acknowledged before me on this 25 day of June, 2021,
by Kate Kaminski, Corporate Secretary of RUC HOLDINGS ULC, an unlimited
liability corporation existing under the laws of the Province of Alberta, Canada, known to me to
be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she executed the same for the purposes and consideration therein expressed, in the capacity
therein stated and as the act and deed of said entity.

[Signature]
Notary Public State of ARIZONA

[Notary Seal]



Julie Gillett
Printed Name of Notary Public

My commission expires:
08/05/2022

EXHIBIT A

STATE OF ARIZONA

§

§

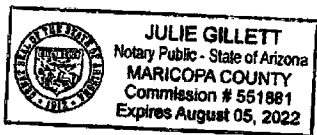
ss.

COUNTY OF MARICOPA

§

This instrument was acknowledged before me on this 25 day of June, 2021, by Todd Woodhead, Authorized Signatory of RUC HOLDINGS ULC, an unlimited liability corporation existing under the laws of the Province of Alberta, Canada, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entity.

[Notary Seal]



Julie Gillett
Notary Public State of ARIZONA

Julie Gillett
Printed Name of Notary Public

My commission expires:
08/05/2022

EXHIBIT A

GRANTOR:

WALTON TEXAS, LP,
a Texas limited partnership

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

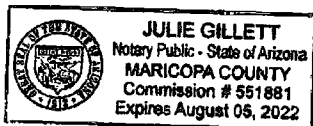
By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: [Signature]
Name: Todd Woodhead
Title: Vice President

STATE OF ARIZONA §
§
COUNTY OF MARICOPA § ss.

This instrument was acknowledged before me on this 25 day of June, 2021,
by Todd Woodhead, Vice President of Walton International Group, Inc., a Nevada
corporation, Manager of Walton Texas GP, LLC, a Texas limited liability company, General
Partner of Walton Texas, LP, a Texas limited partnership, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed
the same for the purposes and consideration therein expressed, in the capacity therein stated
and as the act and deed of said limited partnership.

[Notary Seal]



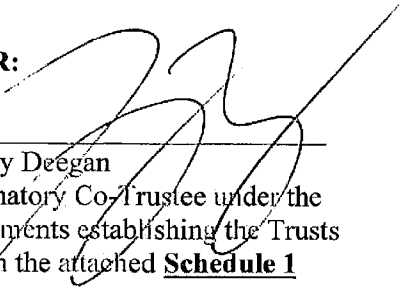
[Signature]
Notary Public State of ARIZONA

Julie Gillett
Printed Name of Notary Public

My commission expires:
08/005/2022

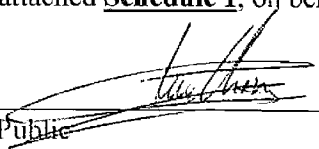
EXHIBIT A

GRANTOR:


Name: Tony Deegan
Special Signatory Co-Trustee under the
Trust Agreements establishing the Trusts
identified on the attached **Schedule 1**

PROVINCE OF ALBERTA §
 § SS.
CITY OF CALGARY §

The foregoing instrument was acknowledged before me on this 16 day of June, 2021, by Tony Deegan, the Special Signatory Co-Trustee under the Trust Agreements establishing the Trusts identified on the attached **Schedule 1**, on behalf of the Trusts.



Notary Public

My commission expires:

Clara Suet Fa Chong
Notary Public
Province of Alberta
My Appointment expires December 31, 2021

EXHIBIT A

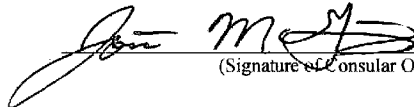
CANADA)
PROVINCE OF ALBERTA)
CITY OF CALGARY) ss:
CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA)

I certify that the annexed document is executed by the genuine signature and seal of the following named official who, in an official capacity, is empowered by the laws of the country of venue to execute that document.

I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Clara Suet Fa Chong

(Typed name of Official who executed the annexed document)



(Signature of Consular Officer)

Jonathan M. Gearing

(Typed name of Consular Officer)

Vice-Consul of the United States of America

(Title of Consular Officer)

June 22, 2021

(Date)

SENSITIVE BUT UNCLASSIFIED

000008

EXHIBIT A

Schedule 1

List of Trusts

1. TAY, TUAN YEOW Cornerstone Revocable Trust
2. TAY, ZOE HUI GEK Cornerstone Revocable Trust

EXHIBIT A

Exhibit A

Legal Description

BEING A 194.362 ACRE PARCEL SITUATED IN THE SAMPSON CONNELL SURVEY, ABSTRACT NO. 63, CALDWELL COUNTY TEXAS, BEING THAT 194.36 ACRE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED FROM ROLL-UP CORPORATION, TO RUC HOLDINGS, ULC, FILED FOR RECORD IN DOCUMENT NO. 2018-003685 OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY (O.P.R.C.C.), SAME BEING THAT 194.36 ACRE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED FROM WALTON TX CORNERSTONE, LP TO ROLL-UP CORPORATION, FILED FOR RECORD IN DOCUMENT NO. 2018-003485 O.P.R.C.C., MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD FOUND IN THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 21 AS FENCED, THE NORTHERNMOST CORNER OF SAID 194.36 ACRE PARCEL AND THE WEST CORNER OF THAT 121.27 ACRE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED TO DEMPSEY BUCHANAN LIMITED PARTNERSHIP, FILED FOR RECORD IN VOLUME 590, AT PAGE 290, FROM WHICH A TYPE I TxDOT CONCRETE MONUMENT, BEARS NORTH 75°45'01" EAST A DISTANCE OF 377.02 FEET;

THENCE SOUTH 46°04'47" EAST, ALONG THE NORTHEAST LINE OF SAID 194.36 ACRE PARCEL AND THE SOUTHWEST LINE OF SAID 121.27 ACRE PARCEL AS FENCED A DISTANCE OF 2091.70 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND IN THE NORTHEAST LINE OF THAT 3.96 ACRE PARCEL DESCRIBED IN GENERAL WARRANTY DEED TO SAMUEL M. CORTEZ et al FILED FOR RECORD IN DOCUMENT NO. 2016-002985 O.P.R.C.C., FOR THE EAST CORNER OF SAID 194.36 ACRE PARCEL AND AN ELL CORNER OF SAID 121.27 ACRE PARCEL FROM WHICH A 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED HINKLE SURVEYORS FOUND, BEING THE NORTH CORNER OF SAID 3.96 ACRE PARCEL BEARS NORTH 43°38'39" EAST A DISTANCE OF 221.87 FEET;

THENCE SOUTH 43°26'43" WEST, ALONG AN EAST LINE OF SAID 194.36 ACRE PARCEL AS FENCE, PASSING AT A DISTANCE OF 13.81 FEET THE WEST CORNER OF SAID 3.96 ACRE PARCEL AND THE NORTH CORNER OF THAT 10.72 ACRE PARCEL DESCRIBED IN PARTITION DEED TO CRYSTAL VELA et al FILED FOR RECORD IN DOCUMENT NO. 2015-004532, WHENCE A 1/2 INCH IRON ROD FOUND LIES SOUTH 46°33'17" EAST A DISTANCE OF 0.84 FEET, PASSING AT A DISTANCE OF 294.78 FEET A 5/8 INCH IRON ROD FOUND UNDER WATER FOR THE WEST CORNER OF SAID 10.72 ACRE PARCEL AND THE NORTH CORNER OF THAT 13.734 ACRES OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JUAN D. CORTEZ et ux FILED FOR RECORD AT VOLUME 38, AT PAGE 765 O.P.R.C.C., PASSING AT A DISTANCE OF 632.33 FEET A 1/2 INCH IRON ROD FOUND FOR THE WEST CORNER OF THAT 5 ACRE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO JUANITA E. CORTEZ FILED FOR RECORD ATR VOLUME 82, AT PAGE 259 O.P.R.C.C. AND THE NORTH CORNER OF THAT 24.052 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO OLIVIA B. RUIZ FILED FOR RECORD IN VOLUME 461, AT

EXHIBIT A

PAGE 896 O.P.R.C.C., PASSING AT A DISTANCE OF 1230.43 FEET A DISTURBED 1/2 INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 24.052 ACRE PARCEL AND THE NORTH CORNER OF THAT 25.599 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO MODESTA TELLO FILED FOR RECORD IN VOLUME 102, AT PAGE 23 O.P.R.C.C. AND CONTINUING FOR A TOTAL DISTANCE OF 1767.52 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND FOR AN ELL CORNER ON THE SOUTHEAST LINE OF SAID 194.36 ACRE PARCEL AND THE WEST CORNER OF SAID 25.599 ACRE PARCEL;

THENCE SOUTH 45°39'40" EAST, DEPARTING SAID FENCE, CONTINUING ALONG AN EAST LINE OF SAID 194.36 ACRE PARCEL AND ALONG THE SOUTHWEST LINE OF SAID 25.599 ACRE PARCEL, A DISTANCE OF 2047.81 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF OLD LOCKHART ROAD (CALDWELL COUNTY ROAD NO. 176) AS FENCED, FOR THE EASTERNMOST CORNER OF SAID 194.36 ACRE PARCEL AND THE SOUTH CORNER OF SAID 25.599 ACRE PARCEL;

THENCE CONTINUING ALONG AN EAST LINE OF SAID 194.36 ACRE PARCEL AND ALONG THE WEST LINE OF SAID OLD LOCKHART ROAD AS FENCED, THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 43°27'31" WEST A DISTANCE OF 1741.61 FEET, MORE OR LESS, TO A SLIGHTLY DISTURBED TYPE I TxDOT CONCRETE MONUMENT;
2. SOUTH 40°00'59" WEST A DISTANCE OF 590.27 FEET, MORE OR LESS, TO A 3 INCH DIAMETER WOODEN FENCE POST;
3. SOUTH 24°04'50" WEST A DISTANCE OF 88.65 FEET, MORE OR LESS, TO A 5 INCH DIAMETER WOODEN FENCE POST IN THE NORTHEAST LINE OF WILLIAMSON ROAD (CALDWELL COUNTY ROAD NO. 177) AS FENCED, FOR THE SOUTH CORNER OF SAID 194.36 ACRE PARCEL;

THENCE ALONG THE SOUTHWEST LINE OF SAID 194.36 ACRE PARCEL AND THE NORTHEAST LINE OF SAID WILLIAMSON ROAD AS FENCED THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. NORTH 46°08'00" WEST A DISTANCE OF 770.69 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND;
2. NORTH 46°33'56" WEST A DISTANCE OF 539.00 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED RPLS 5367 SET IN THE EAST RIGHT OF WAY LINE OF SH 130 DESCRIBED IN SPECIAL WARRANTY DEED TO SH 130 CONCESSION AS TRACT 478O, 0.288 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 225;

THENCE ALONG THE WEST LINE OF SAID 194.36 ACRE PARCEL AND THE EAST RIGHT OF WAY LINE OF SAID SH 130 HAVING BEEN CONVEYED TO SH 130 CONCESSION AS SAID **TRACT 478O**, **TRACT 478N**, 2.491 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 234, **TRACT 478N**, 2.491 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 234, **TRACT 478M**, 6.223 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 243, **TRACT 478L**, 8.184 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 270, **TRACT 478J PART 1**, 0.292 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 260, **TRACT 478J PART 2**, 0.376 ACRES FILED FOR

EXHIBIT A

RECORD IN VOLUME 573 AT PAGE 260, **TRACT 478K**, 8.267 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 234, **TRACT 478I**, 8.501 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 905, AND **TRACT 478H**, 7.350 ACRES FILED FOR RECORD IN VOLUME 573 AT PAGE 914, ALONG THE MEANDERS OF A FENCE, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES;

1. THENCE NORTH 00°40'12" WEST A DISTANCE OF 249.30 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED RPLS 5367 SET;
2. THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3174.00 FEET, PASSING AT AN ARC LENGTH OF 234.47 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND, PASSING AT AN ARC LENGTH OF 689.69 FEET TO A TYPE II TxDOT BRASS CAP FOUND AND CONTINUING FOR A TOTAL ARC LENGTH OF 862.19 FEET, A CENTRAL ANGLE OF 15°33'50", AND A CHORD BEARING AND DISTANCE OF NORTH 07°06'43" EAST, 859.54 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
3. THENCE NORTH 14°53'39" EAST, PASSING AT A DISTANCE OF 151.20 FEET A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 302.21 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
4. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3850.00 FEET, AN ARC LENGTH OF 415.19 FEET, A CENTRAL ANGLE OF 06°10'44", AND A CHORD BEARING AND DISTANCE OF NORTH 11°48'17" EAST, 414.99 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
5. THENCE NORTH 08°42'55" EAST A DISTANCE OF 178.12 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
6. THENCE NORTH 08°48'06" EAST A DISTANCE OF 265.23 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
7. THENCE NORTH 68°39'25" EAST, PASSING AT A DISTANCE 161.86 FEET, A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 280.36 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
8. THENCE NORTH 21°14'48" WEST A DISTANCE OF 199.61 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
9. THENCE SOUTH 69°22'40" WEST, PASSING AT A DISTANCE OF 44.76 FEET A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 199.33 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
10. THENCE NORTH 06°13'17" WEST, PASSING AT A DISTANCE OF 282.26 FEET A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 360.31 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
11. THENCE NORTH 00°02'46" WEST A DISTANCE OF 328.54 FEET TO A TYPE II TxDOT BRASS CAP FOUND;

EXHIBIT A

12. THENCE NORTH 00°12'07" WEST A DISTANCE OF 227.32 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
 13. THENCE SOUTH 44°42'23" EAST A DISTANCE OF 201.81 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
 14. THENCE NORTH 45°12'38" EAST A DISTANCE OF 42.74 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
 15. THENCE NORTH 44°43'38" EAST A DISTANCE OF 156.93 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
 16. THENCE NORTH 45°04'00" WEST A DISTANCE OF 161.79 FEET TO A 1/2 INCH IRON ROD WITH ILLEGIBLE PLASTIC CAP FOUND;
 17. THENCE NORTH 44°45'31" WEST A DISTANCE OF 239.81 FEET TO A TYPE III TxDOT BEING A 5/8 INCH IRON ROD WITH ALUMINUM CAP FOUND;
 18. THENCE NORTH 00°03'45" WEST A DISTANCE OF 533.02 FEET TO A 1/2 INCH IRON ROD WITH ILLEGIBLE PLASTIC CAP FOUND;
 19. THENCE NORTH 00°36'46" EAST A DISTANCE OF 26.83 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
 20. THENCE NORTH 06°14'43" WEST A DISTANCE OF 629.97 FEET TO A TYPE II TxDOT BRASS CAP FOUND;
 21. THENCE NORTH 31°40'48" EAST A DISTANCE OF 99.80 FEET TO A TYPE II TxDOT BRASS CAP FOUND IN THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 21 AS FENCED;
- THENCE NORTH 75°45'01" EAST, ALONG SAID LINE, A DISTANCE OF 542.84 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT A

Exhibit B

Permitted Exceptions

1. Easement to Texas Power and Light Company recorded in Volume 171, Page 619, Deed Records, Caldwell County, Texas.
2. Easement to Creedmoor-Maha Water Supply Corp. recorded in Volume 321, Page 407, Deed Records, Caldwell County, Texas.
3. Easement to Creedmoor-Maha Water Supply Corp. recorded in Volume 335, Page 601, Deed Records, Caldwell County, Texas.
4. Easement to the State of Texas recorded in Volume 573, Page 252, Deed Records, Caldwell County, Texas.
5. Denial of access to and from the transportation facility across the Denial of Access Line as set out in deed dated June 2, 2009 from Lloyd Residential Enterprises, L.P., recorded in Volume 573, Page 260, Official Public Records, Caldwell County, Texas.
6. Cornerstone Development Agreement, executed by and between the City of Mustang Ridge, Texas, and Walton TX Cornerstone Limited Partnership, an Alberta (Canada) limited partnership, and Walton Texas, LP, a Texas limited partnership, dated June 17, 2015, as amended by that certain Amendment to Cornerstone Development Agreement, dated April 10, 2017.
7. Unrecorded Agricultural Lease with an Effective Date of August 1, 2017, by and between Walton Texas, LP, a Texas limited partnership, in its capacity as owner, operator or manager, as applicable, as landlord, and Curby Ohnheiser, as tenant.
8. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by the TSPS Land Title Survey dated March 30, 2021, made by Acklam, Inc., designated as job no. T219004.1: encroachment consisting of a fence at Northerly portion of the Land and rights, if any, of others thereto.

EXHIBIT A

GRANTEE'S ADDRESS FOR TAX NOTICES:

GJGTEB Holdings, LLC

Attn: Todd Burek

22711 Fossil Peak

San Antonio, Texas 78261

EXHIBIT A

FILED AND RECORDED

Instrument Number: 2021-004865 WARRANTY DEED

Filing and Recording Date: 07/02/2021 01:08:39 PM Pages: 16 Recording Fee: \$82.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

EXHIBIT B

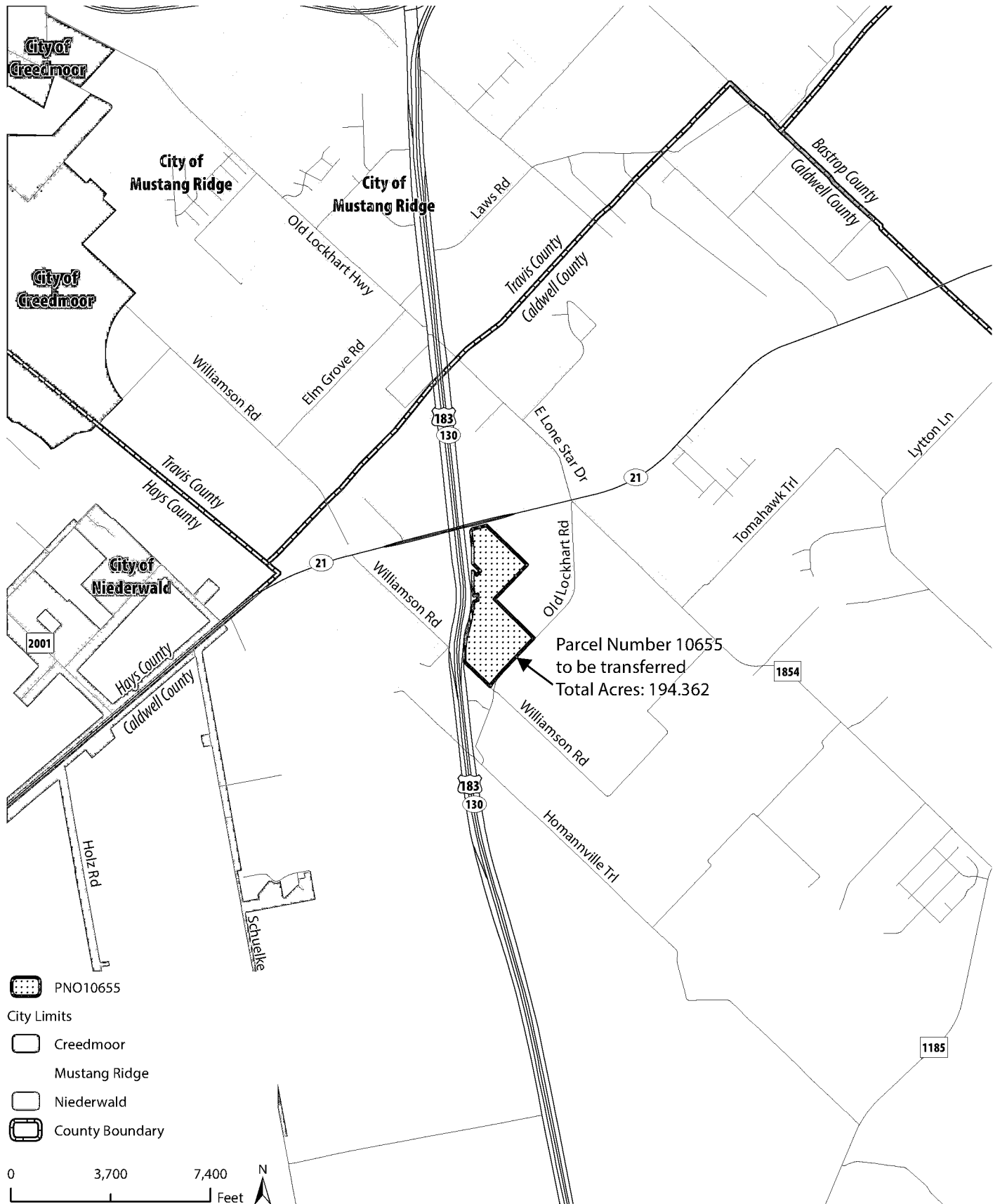


Exhibit B - General Location Map
GJTEB Holdings, LLC's Petition for
Streamlined Expedited Release

EXHIBIT B

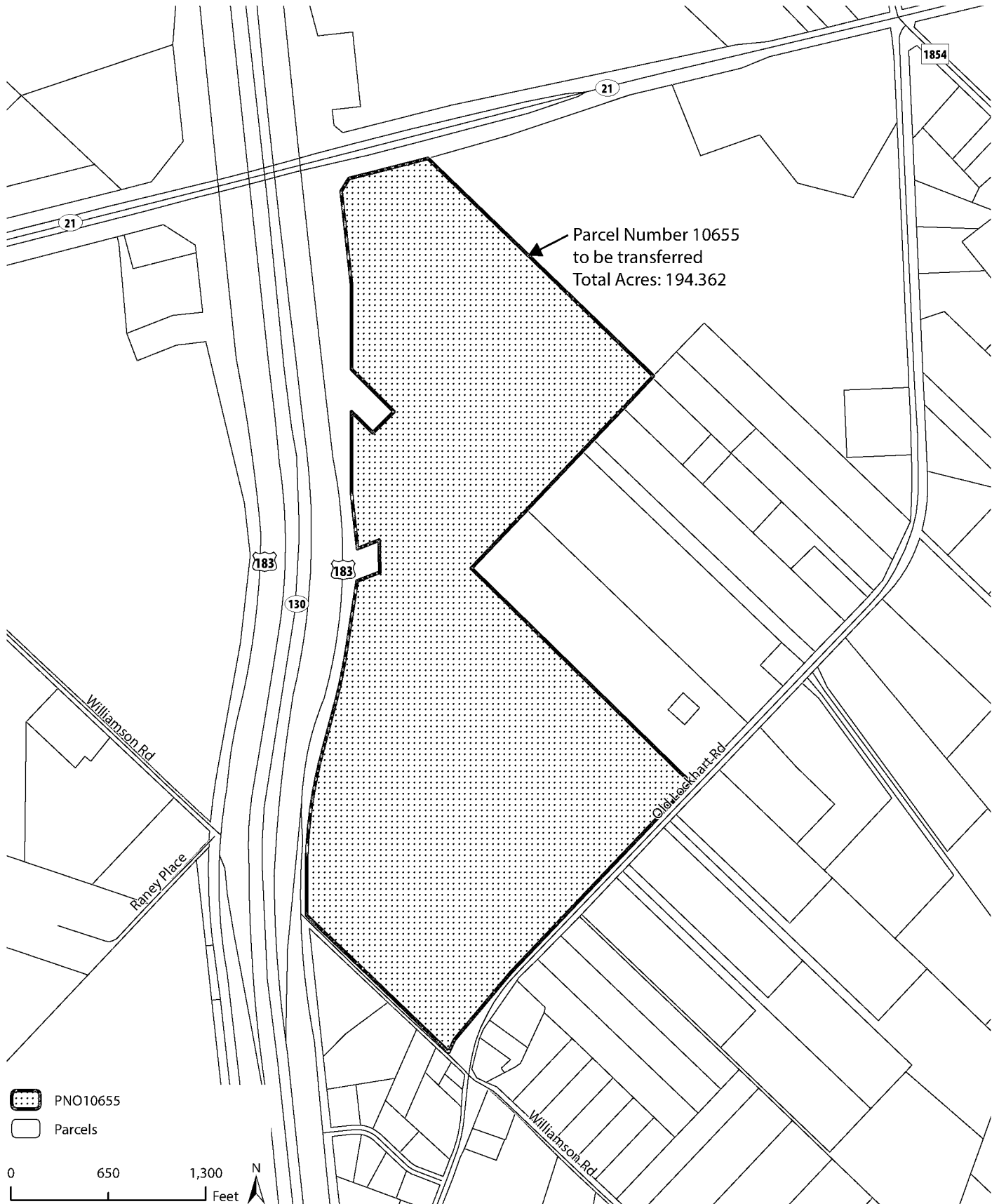


Exhibit B - Detailed Map
GJGTEB Holdings, LLC's Petition for
Streamlined Expedited Release

EXHIBIT C



HELEN S. GILBERT, Member | Barton Benson Jones PLLC

O | 210.610.5335

hgilbert@bartonbensonjones.com

D | 210.640.9174

bartonbensonjones.com

C | 512.565.4995

7000 N. MoPac Expwy, Suite 200 | Austin, Texas 78731

F | 210.600.9796

745 E Mulberry Ave, Suite 550 | San Antonio, Texas 78212

September 23, 2021

Via: CMRR #7021 1970 0000 7594 4680

Mr. Matthew Pickle, General Manager
Creedmoor-Maha Water Supply Corporation
12100 Laws Road
Buda, Texas 78610-9607

**Re: GJGTEB Holdings, LLC's Petition for Streamlined Expedited Release
from Creedmoor-Maha WSC's CCN No. 11029 in Caldwell County**

Dear Mr. Pickle:

Enclosed pursuant to Texas Water Code § 13.2541 and Title 16 Texas Administrative Code § 24.245(h), please find a copy of GJGTEB Holding, LLC's Petition for streamlined expedited release from Creedmoor-Maha Water Supply Corporation's water CCN No. 11029 in Caldwell County. This Petition was also filed with the Public Utility Commission of Texas today, September 23, 2021.

Please do not hesitate to call me at (512) 565-4995 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Helen S. Gilbert". The signature is written in a cursive, flowing style.

Helen S. Gilbert

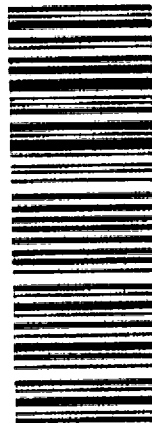
Enclosure

cc: Todd Burek

EXHIBIT C

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL



7021 1970 0000 7594 4680
7021 1970 0000 7594 4680

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees

Sent To Matthew Pickle - GM
Creedmoor - Maha WSC
Street and Apt. No., or P.O. Box No. 12100 Laws Road
City, State, ZIP+4® Buda, TX 78610-9607

PS Form 3800, April 2010 PSN 7530-02-000-0047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Matthew Pickle - GM
Creedmoor - Maha WSC
12100 Laws Rd.
Buda, TX 78610-9607



9590 9402 4321 8190 5401 35

2. Article Number (Transfer from service label)

7021 1970 0000 7594 4680

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-8053

Domestic Return Receipt

000020

EXHIBIT D

AFFIDAVIT OF TODD BUREK

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, personally appeared Todd Burek, who, being by my duly sworn, deposed as follows:

“My name is Todd Burek, I am of sound mind, capable of making this affidavit, and I am personally familiar with the facts stated herein, which are true and correct.

1. I am the co-owner and managing member of GJGTEB Holdings, LLC which owns approximately 194.362 acres in Caldwell County, Texas. All of this property is located within the water Certificate of Convenience and Necessity No. 11029 held by Creedmoor-Maha Water Supply Corporation. This property is more properly described in Exhibit A (deed) and Exhibit B (maps) attached to the Petition of GJGTEB Holdings, LLC to Amend Creedmoor-Maha Water Supply Corporation’s Certificate of Convenience and Necessity No. 11029 in Caldwell County by Streamlined Expedited Release pursuant to Texas Water Code § 13.2541 and Title 16 Texas Administrative Code § 24.245(h) (the “Petition”).
2. The real property does not have any water connections or meters located thereon and does not otherwise receive any water service from Creedmoor-Maha Water Supply Corporation.
3. GJGTEB Holdings, LLC has not requested any retail water service from Creedmoor-Maha Water Supply Corporation, has not paid any service reservation or standby fees, nor does it have any agreements with Creedmoor-Maha Water Supply Corporation to provide retail water service to the above-referenced property.
4. Exhibit B of the Petition contains large and small scale maps, which depicts the property and shows that the property is within Creedmoor-Maha Water Supply Corporation’s CCN No. 11029 in Caldwell County, Texas.

EXHIBIT D

5. Exhibit C of the Petition is proof that a copy of the Petition was mailed to Creedmoor-Maha Water Supply Corporation via Certified Mail Return Receipt Requested on the same day that the Petition was submitted to the Commission.
6. This affidavit is in support of amending Creedmoor-Maha Water Supply Corporation's Certificate of Convenience and Necessity No. 11029 pursuant to Section 13.2541 of the Texas Water Code and Section 24.245(h) of the Commission's rules by streamlined expedited release.

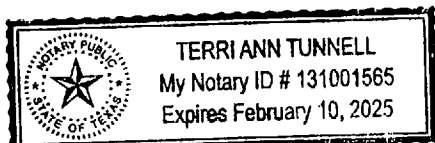
FUTHER AFFIANT SAYETH NOT

Todd Burek

By: Todd Burek

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED, AND SWORN TO before me, the undersigned notary public, by Todd Burek on this 22 day of September 2021, to certify which witness my hand and official seal.



Terri A. Tunnell
Notary Public, State of Texas

The following files are not convertible:

CityLimits.cpg
CityLimits.dbf
CityLimits.prj
CityLimits.sbn
CityLimits.sbx
CityLimits.shp

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.

The following files are not convertible:

CityLimits.shp.xml

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

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The following files are not convertible:

- CityLimits.shx
- CountyBoundaries.cpg
- CountyBoundaries.dbf
- CountyBoundaries.prj
- CountyBoundaries.sbn
- CountyBoundaries.sbx
- CountyBoundaries.shp
- CountyBoundaries.shx
- TXDOT_Roadways.cpg
- TXDOT_Roadways.dbf
- TXDOT_Roadways.prj
- TXDOT_Roadways.sbn
- TXDOT_Roadways.sbx
- TXDOT_Roadways.shp

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

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TXDOT_Roadways.shp.xml

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

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TXDOT_Roadways.shx
PNO10655.cpg
PNO10655.dbf
PNO10655.prj
PNO10655.sbn
PNO10655.sbx
PNO10655.shp

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PN010655.shp.xml

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The following files are not convertible:

PN010655.shx
Parcels.cpg
Parcels.dbf
Parcels.sbn
Parcels.sbx
Parcels.shp

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Parcels.shp.xml

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Parcels.shx
Parcels.prj

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