



Filing Receipt

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WATERENGINEERS, INC.

WATER & WASTEWATER TREATMENT CONSULTANTS

17230 HUFFMEISTER ROAD, SUITE A~CYPRESS, TEXAS 77429-1643

TEL: 281-373-0500 FAX: 281-373-1113

October 11, 2021

Public Utility Commission of Texas
Central Records
1701 N. Congress, Suite 8-100
Austin, TX 78701

Re: Petition of Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia to Amend the Aqua Water Supply Corporation's Certificate of Convenience and Necessity in Bastrop County by Streamlined Expedited Release in Bastrop County, Texas

Dear Commission:

Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia own tracts of land in Bastrop County totaling 156.754 acres and is petitioning to have these tracts released from CCN No. 20962 held by the Aqua Water Supply Corporation. Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia are petitioning to be released under TWC 13.2541 and 16 TAC §24.245(h), which allow for release of a tract 25 acres or larger in an affected county. The said 156.754 acres have never been served and do not have any utility infrastructure located on them.

The following attachments are included to help facilitate the streamlined release process:

Attachment A – Consent Agreement between Aqua Water Supply Corporation (WSC), Cayetano Development, LLC (entity buying referenced acreage), and Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia (current property owners) for the release of the 156.754 acres from CCN No. 20962.

The Warranty Deed is included as Attachment B of the Consent Agreement document.

The Metes and Bounds map is included as Attachment A of the Consent Agreement document.

Compensation agreement is also included in the Consent Agreement.

Attachment B – Map showing relationship of the 156.754 acres to the Aqua WSC's CCN No. 20962.

Attachment C – Affidavit indicating that the 156.754 acres have never been served by Aqua WSC.

Attachment D – Proof of package sent to Aqua Water Supply Corporation

We appreciate your earliest review and issuance of release from CCN 20962. Please feel free to email me at syoung@waterengineers.com or call at 281-373-0500 if you have any questions regarding the information contained in this submittal or if you require any additional information.

Sincerely,
WATERENGINEERS, INC.

A handwritten signature in cursive script that reads "Shelley Young".

Shelley Young, P.E.
Project Engineer

Cc: Aqua Water Supply Corporation

ATTACHMENT A

CONSENT AGREEMENT BETWEEN AQUA WATER
SUPPLY CORP., CAYETANO DEVELOPMENT, LLC AND
ROSENDO L. GARCIA, ISABEL R. GARCIA
AND NICHOLAS R. GARCIA

INCLUDES:
WARRANTY DEED
METES AND BOUNDS
COMPENSATION AGREEMENT

CONSENT AGREEMENT

This Consent Agreement is made by and between **AQUA WATER SUPPLY CORPORATION**, a Texas non-profit water supply corporation, of Bastrop County, Texas, hereinafter referred to as "Aqua," and **CAYETANO DEVELOPMENT, LLC**, a Texas limited liability company, of Hidalgo County, Texas, hereinafter referred to as the "Developer," and collectively the "Parties."

WHEREAS, the Developer has under contract and is in the process of purchasing and developing certain real property that is located in both Bastrop County, Texas, and Travis County, Texas, hereinafter referred to as the "Property," which will be encompassed within the Los Milagros Subdivision, said Property containing approximately 156.754 acres is labeled as *Rosendo L. Garcia and Wife, Isabel R. Garcia Remainder of 181.110 Acres* on the survey attached hereto as **Exhibit A**, and made a part hereof for all purposes;

WHEREAS, the Property is currently owned by **Rosendo L. Garcia; Isabel R. Garcia;** and **Nicholas R. Garcia**; hereinafter referred to as "Owners," as is reflected by the deeds attached hereto as **Exhibit B**, and made a part hereof for all purposes;

WHEREAS, the Property is within the boundaries of Aqua's retail wastewater certificate of public convenience and necessity ("CCN") issued by the Public Utility Commission of Texas (the "PUC"), CCN No. 20962, for the provision of retail wastewater utility service as indicated on **Exhibit C** and made a part hereof for all purposes;

WHEREAS, the Developer provided to Aqua written correspondence indicating that the Developer wished to file a petition with the PUC to remove or "decertify" the Property from within Aqua's retail wastewater CCN (the "Petition"), the correspondence from the Developer is attached hereto as **Exhibit D** and made a part hereof for all purposes;

WHEREAS, as consideration for Aqua's consent to the filing of the Petition, and as consideration for Aqua's consent to decertify the Property—which will be subdivided into approximately 326 lots as part of Phases 3–6 of the Los Milagros Subdivision ("Phases 3–6")—from CCN No. 20962, Developer hereby agrees to remit the sum of \$32,600.00 to Aqua upon execution of this Consent Agreement;

WHEREAS, upon the approval of the plats for Phases 3–6 when the number of lots that the Property has been subdivided into will be determined, Aqua and Developer agree to reconcile the payment Developer made to Aqua at the time of execution of this Agreement using a formula of \$100.00 per lot to determine the ultimate payment to be made by Developer to Aqua;

WHEREAS, in the event the Petition is granted by the PUC and the Property is removed from Aqua's retail wastewater CCN, the Parties hereby acknowledge that Aqua is under no duty or further obligation to provide retail wastewater service to the Property, and such utility service shall become the sole responsibility of the Developer;

WHEREAS, Owners have agreed to consent to the filing of the Petition by the Developer

for the reasons stated above;

WHEREAS, the Developer and Owners agree to take all necessary actions to add the Property back into Aqua's wastewater CCN service area (CCN No. 20962) within a reasonable time period if Developer does not purchase the Property from Owners within 24 months from the date of execution of this Agreement; and

WHEREAS, Aqua hereby consents to the filing of the Petition by the Developer for the reasons provided above and subject to the provisions herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Aqua and Developer agree as follows:

1. Aqua hereby consents to the Developer filing a petition to decertify the Property from within Aqua's retail wastewater CCN, and Aqua will not protest or otherwise seek to become a party in that proceeding before the PUC.
2. Developer agrees to pay Aqua \$32,600.00 (the "Payment") as consideration for Aqua's consent to the filing of the Petition, and as consideration for Aqua's consent to decertify the Property from CCN No. 20962 as part of Phases 3–6. The Payment is due on the date of execution of this Consent Agreement by the Developer.
3. Developer and Aqua agree to reconcile the Payment with the amount ultimately owed by Developer to Aqua based on the number of lots that the Property is subdivided into pursuant to the approved plats for Phases 3–6 of the Los Milagros Subdivision, and the price of \$100.00 per lot.
4. Upon final approval of the Petition by the PUC, Developer shall take all responsibility for the provision of retail wastewater utility service to any connection, now existing or in the future, at the Property, and further upon such approval by the PUC Aqua relinquishes all rights and responsibilities for such service.
5. Developer and Aqua agree to take all necessary actions to add the Property back into Aqua's wastewater CCN service area (CCN No. 20962) within a reasonable time period if Developer does not purchase the Property from Owners within 24 months from the date of execution of this Agreement. Developer agrees to pay all costs associated with adding the Property back into Aqua's wastewater CCN service area, including attorney's fees. Accordingly, if there are any such costs, Developer agrees that said costs shall be charged directly to Developer. Owners agree to execute appropriate documents consenting to the Property being added back into Aqua's wastewater CCN service area, but otherwise Owners shall have no obligations, liabilities, or costs.

This Consent Agreement is executed in duplicate originals on the respective dates of the signatures of the parties set forth below and shall be effective as of the latest date of such signature set forth below.

DEVELOPER

CAYETANO DEVELOPMENT, LLC
a Texas limited liability company

By: 

Matthew J. Long

Title: President

Date: July 31st, 2021

AQUA WATER SUPPLY CORPORATION

By: 

Alan David McMurtry

Title: General Manager

~~Date: July~~ August
~~6~~, 2021

CONSENTED TO BY OWNERS

Rosendo Garcia



Rosendo L. Garcia

Date: 07/19/2021
07:22 PM CDT

Isabel Garcia



Isabel R. Garcia

Date: 07/19/2021
07:24 PM CDT

Nicholas Garcia



Nicholas R. Garcia

Date: 07/19/2021
07:26 PM CDT

**EXHIBIT LIST FOR
CONSENT AGREEMENT**

- Exhibit A -** Survey identifying the Property as *Rosendo L. Garcia and Wife, Isabel R. Garcia*
Remainder of 181.110 Acres
- Exhibit B -** Deeds reflecting Owners' interests in the Property
- Exhibit C -** Map of Aqua WSC's Retail Wastewater CCN in vicinity of Los Milagros
Subdivision
- Exhibit D -** Correspondence requesting Aqua WSC's Consent to Decertification of Service
Area

EXHIBIT A

TO BE PLOTTED ON 36" X 48" PAPER

[illegible][illegible]**UNITED STATES**

THE ONLY CHOICE BEYOND THE
BOND OF MARRIAGE
IS A SHORT-TERM
RELATIONSHIP THAT
BUILDS UP OVER TIME
TO A LONG-TERM
RELATIONSHIP
OR A SHORT-TERM
RELATIONSHIP
THAT BUILDS UP
OVER TIME
TO A LONG-TERM
RELATIONSHIP
OR A SHORT-TERM
RELATIONSHIP
THAT BUILDS UP
OVER TIME
TO A LONG-TERM
RELATIONSHIP

2025 RELEASE UNDER E.O. 14176

[illegible]

206.000 000,00

EXHIBIT B

FILM CODE

00005359278

OFFICIAL RECORDS

17

WARRANTY DEED WITH VENDOR'S LIEN

9919

Date: November 20th, 1995

Grantor: GLENN E. GARNER, JR. and wife, BEVERLY A. GARNER

Grantor's Mailing Address (including county):

Grantee: ROSENDO L. GARCIA and wife, ISABEL R. GARCIA, an undivided ninety-nine percent (99%) interest, and NICHOLAS R. GARCIA, an undivided one percent (1%) interest

Grantee's Mailing Address (including county): 2541 McLaughlin Avenue, San Jose, Santa Clara County, California 95121

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, and the further consideration of the execution and delivery of Grantee's one certain promissory note of even date herewith, in the principal sum of \$171,554.50 payable to the order of FIRST LOCKHART NATIONAL BANK, in monthly installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to BILLY R. CHAMBERS, Trustee.

Property (including any improvements):

Being 181.110 acre tract or parcel of land out of and being a part of the JAMES DOYLE SURVEY A-28, in Bastrop and Travis Counties, Texas; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is expressly made and accepted subject to all valid and subsisting easements, restrictions, reservations, covenants and conditions relating to said Property, to the extent the same are valid and enforceable against said Property, as same are shown by instruments filed of record in the office of the County Clerk of Bastrop and Travis Counties, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to ROSENDO L. GARCIA and wife, ISABEL R. GARCIA, an undivided ninety-nine percent (99%) interest in the property and to NICHOLAS R. GARCIA, an undivided one percent (1%) interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT and forever DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Warranty Deed with Vendor's Lien

Page 1 of 2

GF# 95092104/CB/tlt/pa

GF#17-649

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12583 1297

12583 1298

The Vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. FIRST LOCKHART NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of FIRST LOCKHART NATIONAL BANK, and are transferred to that party without recourse on Grantor.

By acceptance of this Deed, Grantee assumes payment of all real and personal property taxes on the Property for the year 1995 and subsequent years.

When the context requires, singular nouns and pronouns include the plural.

Glenn E. Garner, Jr.
GLENN E. GARNER, JR.

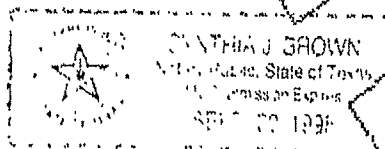
Beverly A. Garner
BEVERLY A. GARNER

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20th day of November, 1995, by GLENN E. GARNER, JR. and wife, BEVERLY A. GARNER.

Cynthia J. Brown
Notary Public, State of Texas
MY COMMISSION EXPIRES: _____
(Printed name of Notary)



CERTIFICATE OF RECORDING
FOR
BOOK 12583
PAGE 1298
NOV 21 1995

Warranty Deed with Vendor's Lien
Page 2 of 2
GF# 95092104/CB/tlh/pn
GF#17-649

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12583 1298

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET
BASTROP, TEXAS 78602
512 (321-5476)

FIELD NOTES FOR A 181.110 ACRE TRACT IN THE JAMES DOYLE SURVEY IN
BASTROP AND TRAVIS COUNTIES, TEXAS.

Being a 181.110 acre tract or parcel of land out of and being a part of the James Doyle Survey, A-28, in Bastrop and Travis County, Texas, and being a part of that certain 467.88 acre tract described in a Partition Deed from William Garner to Glen E. Garner, Jr., dated March 1, 1984, recorded in Vol. 352, Pg. 367, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at a fence corner in the southeast line of Doyle Road, the most westerly north corner of the before mentioned 467.88 acre tract, the west corner of that certain 96.1 acre tract described in a deed to Leroy Reilly recorded in Vol. 316, Pg. 710, Bastrop County Deed Records for the most northerly corner of this tract.

THENCE with the southwest line of the Reilly 96.1 acre tract common with a lower northeast line of the said 467.88 acre tract, S 45 deg. 50 min. 21 sec. E, 1487.42 feet to a 1/2 inch iron rod found at the south corner of the said Reilly 96.1 acre tract the west corner of that certain 149.178 acre tract described in a deed from Glen E. Garner, Jr., et ux, to Carl Easley, et al, dated May 18, 1995, recorded in Vol. 751, Pg. 735, Bastrop County Deed Records for an angle corner of this tract.

THENCE crossing said 467.88 acre tract with the southwest line of the Easley 149.178 acre tract, S 46 deg. 15 min. 35 sec. E, 1595.42 feet to a 5/8 inch iron rod set; S 51 deg. 35 min. 18 sec. E, 503.54 feet to a 5/8 inch iron rod set; S 45 deg. 42 min. 29 sec. E, 1075.57 feet to a 5/8 inch iron rod set at a fence corner; S 40 deg. 56 min. 38 sec. W, 60.29 feet to a 5/8 inch iron rod set; S 10 deg. 53 min. 42 sec. E, 1281.11 feet to a 5/8 inch iron rod found; S 46 deg. 29 min. 07 sec. E, 270.16 feet to a 5/8 inch iron rod found at fence corner, the south corner of the Easley 149.178 acre tract, an interior corner of the said 467.88 acre tract, an angle corner of the William C. Garner, et ux 195.95 acre tract described in a Deed of Trust and Security Agreement recorded in Vol. 487, Pg. 310, Bastrop County Deed Records for an angle corner of this tract.

THENCE with a common line of the said 195.95 acre and 467.88 acre tract, S 46 deg. 55 min. 28 sec. E, 516.70 feet to a 1/2 inch iron rod found at a lower east corner of the said 467.88 acre tract and an interior corner of the said 195.95 acre tract for the most easterly corner of this tract.

THENCE with a southeast line of the said 467.88 acre tract common with a northwest line of the said 195.95 acre tract, S 45 deg. 24 min. 06 sec. W, 837.92 feet to a 1/2 inch iron rod found at the east corner of that certain 77.4157 acre tract described in a deed from Glen E. Garner, Jr., to Ben F. Vaughn, III, recorded in Vol. 571, Pg. 193, Bastrop County Deed Records for the most southerly corner of this tract.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12583 1299

THENCE crossing said 467.88 acre tract with the northeast line of the Vaughn 77.4157 acre tract, N 45 deg. 51 min. 25 sec. W, 4312.72 feet to a 5/8 inch iron rod set near a fence corner for the east corner of that certain 40 acre tract described in a deed from James W. Dixon to Mrs. Effie Dixon recorded in Vol. 122, Pg. 616, Bastrop County Deed Records; continuing with the northeast line of the Dixon 40 acre tract, N 45 deg. 29 min. 49 sec. W, 475.35 feet to a 1/2 inch iron rod found at a fence corner, the south corner of that certain 31.32 acre tract described in a deed from A. M. Rundell, et ux, to Frank Alfred Saxon recorded in Vol. 284, Pg. 539, Bastrop County Deed Records, an angle corner of the said 467.88 acre tract for an angle corner of this tract.

THENCE with the southeast line of the Saxon 31.32 acre tract, as fenced, N 51 deg. 04 min. 38 sec. E, 794.31 feet to the east corner of same, a 1/2 inch iron rod found at a fence corner for an interior corner of the said 467.88 acre tract for an interior corner of this tract.

THENCE with the northeast line, as fenced of the said Saxon 31.32 acre tract, N 45 deg. 59 min. 36 sec. W, 1780.23 feet to a 5/8 inch iron rod found at a fence corner in the southeast line of Doyle Road, the west corner of the said 467.88 acre tract for the west corner of this tract.

THENCE with the southeast line of Doyle Road and the northwest line of the said 467.88 acre tract, N 43 deg. 30 min. 18 sec. E, 773.99 feet to the POINT OF BEGINNING, containing 181.110 acres of land.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



ORIGINAL
FILED
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

FILED
NOV 30 1995 4:20 PM

Shirley Williams
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me, and is as duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on



DEC 06 1995
Shirley Williams
COUNTY CLERK
BASTROP COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12583 1300

FILED

Charge to: Gracy Title Company
GF #95092104-CB

95 DEC 13 PM 4:43

Return to: Rosendo and Isable Garcia
2541 McLaughlin Avenue
San Jose, CA 95121

SAN ANTONIO
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, on

DEC 18 1995



David DeBarnier
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12583 1301

15.60

Gracy Land & Title Company
P. O. Box 22
Bastrop, Tx 78602
(512) 303-2559

RECORDED

COMPARED

WARRANTY DEED WITH VENDOR'S LIEN

9919

Date: November 20th, 1995

Grantor: GLENN E. GARNER, JR. and wife, BEVERLY A. GARNER

Grantor's Mailing Address (including county):

Grantee: ROSENDO L. GARCIA and wife, ISABEL R. GARCIA, an undivided ninety-nine percent (99%) interest; and NICHOLAS R. GARCIA, an undivided one percent (1%) interest

Grantee's Mailing Address (including county): 2541 McLaughlin Avenue, San Jose, Santa Clara County, California 95121

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, and the further consideration of the execution and delivery of Grantee's one certain promissory note of even date herewith, in the principal sum of \$171,554.50 payable to the order of FIRST LOCKHART NATIONAL BANK, in monthly installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to BILLY R. CHAMBERS, Trustee.

Property (including any improvements):
Being 181.110 acre tract or parcel of land out of and being a part of the JAMES DOYLE SURVEY A-28, in Bastrop and Travis Counties, Texas; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:
This conveyance is expressly made and accepted subject to all valid and subsisting easements, restrictions, reservations, covenants and conditions relating to said Property, to the extent the same are valid and enforceable against said Property, as same are shown by instruments filed of record in the office of the County Clerk of Bastrop and Travis Counties, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to ROSENDO L. GARCIA and wife, ISABEL R. GARCIA, an undivided ninety-nine percent (99%) interest in the property and to NICHOLAS R. GARCIA, an undivided one percent (1%) interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT and forever DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Warranty Deed with Vendor's Lien
Page 1 of 2
GPI 98092104/CB/lth/pm
GFI17-649

The Vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. FIRST LOCKHART NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of FIRST LOCKHART NATIONAL BANK, and are transferred to that party without recourse on Grantor.

By acceptance of this Deed, Grantee assumes payment of all real and personal property taxes on the Property for the year 1995 and subsequent years.

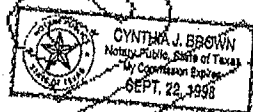
When the context requires, singular nouns and pronouns include the plural.

Glenn E. Garner, Jr.
GLENN E. GARNER, JR.

Beverly A. Garner
BEVERLY A. GARNER

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20th day of November, 1995, by GLENN E. GARNER, JR. and wife BEVERLY A. GARNER.



Cynthia J. Brown
Notary Public, State of Texas
MY COMMISSION EXPIRES: _____
(Printed name of Notary)

COUNTY CLERK'S READ
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

Warranty Deed with Vendor's Lien
Page 1 of 2
OFF 950921144/CB/UB/ga
GV917-609

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET
BASTROP, TEXAS 78602
512 (321-5476)

FIELD NOTES FOR A 181.110 ACRE TRACT IN THE JAMES DOYLE SURVEY IN
BASTROP AND TRAVIS COUNTIES, TEXAS.

Being a 181.110 acre tract or parcel of land out of and being a part of the James Doyle Survey, A-28, in Bastrop and Travis County, Texas, and being a part of that certain 467.88 acre tract described in a Partition Deed from William Garner to Glen E. Garner, Jr., dated March 4, 1984, recorded in Vol. 352, Pg. 367, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at a fence corner in the southeast line of Doyle Road, the most westerly north corner of the before mentioned 467.88 acre tract, the west corner of that certain 96.1 acre tract described in a deed to Leroy Rely recorded in Vol. 316, Pg. 710, Bastrop County Deed Records for the most northerly corner of this tract.

THENCE with the southwest line of the Rely 96.1 acre tract common with a lower northeast line of the said 467.88 acre tract, S 45 deg. 50 min. 21 sec. E, 1487.42 feet to a 1/2 inch iron rod found at the south corner of the said Rely 96.1 acre tract the west corner of that certain 149.178 acre tract described in a deed from Glen E. Garner, Jr., et ux, to Carl Easley, et al, dated May 18, 1995, recorded in Vol. 751, Pg. 735, Bastrop County Deed Records for an angle corner of this tract.

THENCE crossing said 467.88 acre tract with the southwest line of the Easley 149.178 acre tract, S 46 deg. 15 min. 35 sec. E, 1595.42 feet to a 5/8 inch iron rod set; S 51 deg. 35 min. 18 sec. E, 503.54 feet to a 5/8 inch iron rod set; S 45 deg. 42 min. 29 sec. E, 1075.57 feet to a 5/8 inch iron rod set at a fence corner; S 40 deg. 58 min. 38 sec. W, 60.29 feet to a 5/8 inch iron rod set; S 10 deg. 53 min. 42 sec. E, 1281.11 feet to a 5/8 inch iron rod found; S 46 deg. 29 min. 07 sec. E, 270.16 feet to a 5/8 inch iron rod found at fence corner, the south corner of the Easley 149.178 acre tract, an interior corner of the said 467.88 acre tract, an angle corner of the William C. Garner, et ux 195.95 acre tract described in a Deed of Trust and Security Agreement recorded in Vol. 487, Pg. 310, Bastrop County Deed Records for an angle corner of this tract.

THENCE with a common line of the said 195.95 acre and 467.88 acre tract, S 46 deg. 55 min. 28 sec. E, 516.70 feet to a 1/2 inch iron rod found at a lower east corner of the said 467.88 acre tract and an interior corner of the said 195.95 acre tract for the most easterly corner of this tract.

THENCE with a southeast line of the said 467.88 acre tract common with a northwest line of the said 195.95 acre tract, S 45 deg. 24 min. 06 sec. W, 837.92 feet to a 1/2 inch iron rod found at the east corner of that certain 77.4157 acre tract described in a deed from Glen E. Garner, Jr., to Ben F. Vaughn, III, recorded in Vol. 574, Pg. 193, Bastrop County Deed Records for the most southerly corner of this tract.

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

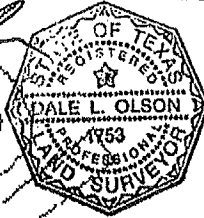
THENCE crossing said 467.88 acre tract with the northeast line of the Vaughn 77.4157 acre tract, N 45 deg. 51 min. 25 sec. W, 4312.72 feet to a 5/8 inch iron rod set near a fence corner for the east corner of that certain 40 acre tract described in a deed from James W. Dixon to Mrs. Effie Dixon recorded in Vol. 122, Pg. 616, Bastrop County Deed Records; continuing with the northeast line of the Dixon 40 acre tract, N 45 deg. 29 min. 49 sec. W, 475.35 feet to a 1/2 inch iron rod found at a fence corner, the south corner of that certain 31.32 acre tract described in a deed from A. M. Rundell, et ux, to Frank Alfred Saxon recorded in Vol. 284, Pg. 539, Bastrop County Deed Records, an angle corner of the said 467.88 acre tract for an angle corner of this tract.

THENCE with the southeast line of the Saxon 31.32 acre tract, as fenced, N 51 deg. 04 min. 38 sec. E, 794.31 feet to the east corner of same, a 1/2 inch iron rod found at a fence corner for an interior corner of the said 467.88 acre tract for an interior corner of this tract.

THENCE with the northeast line, as fenced of the said Saxon 31.32 acre tract, N 45 deg. 59 min. 38 sec. W, 1780.23 feet to a 5/8 inch iron rod found at a fence corner in the southeast line of Doyle Road, the west corner of the said 467.88 acre tract for the west corner of this tract.

THENCE with the southeast line of Doyle Road and the northwest line of the said 467.88 acre tract, N 43 deg. 30 min. 18 sec. E, 773.99 feet to the POINT OF BEGINNING, containing 181.110 acres of land.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

FILED
NOV 30 1995 4:20 PM

Shirley Hillman
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on



DEC 06 1995
Shirley Hillman
COUNTY CLERK
BASTROP COUNTY, TEXAS

EXHIBIT C

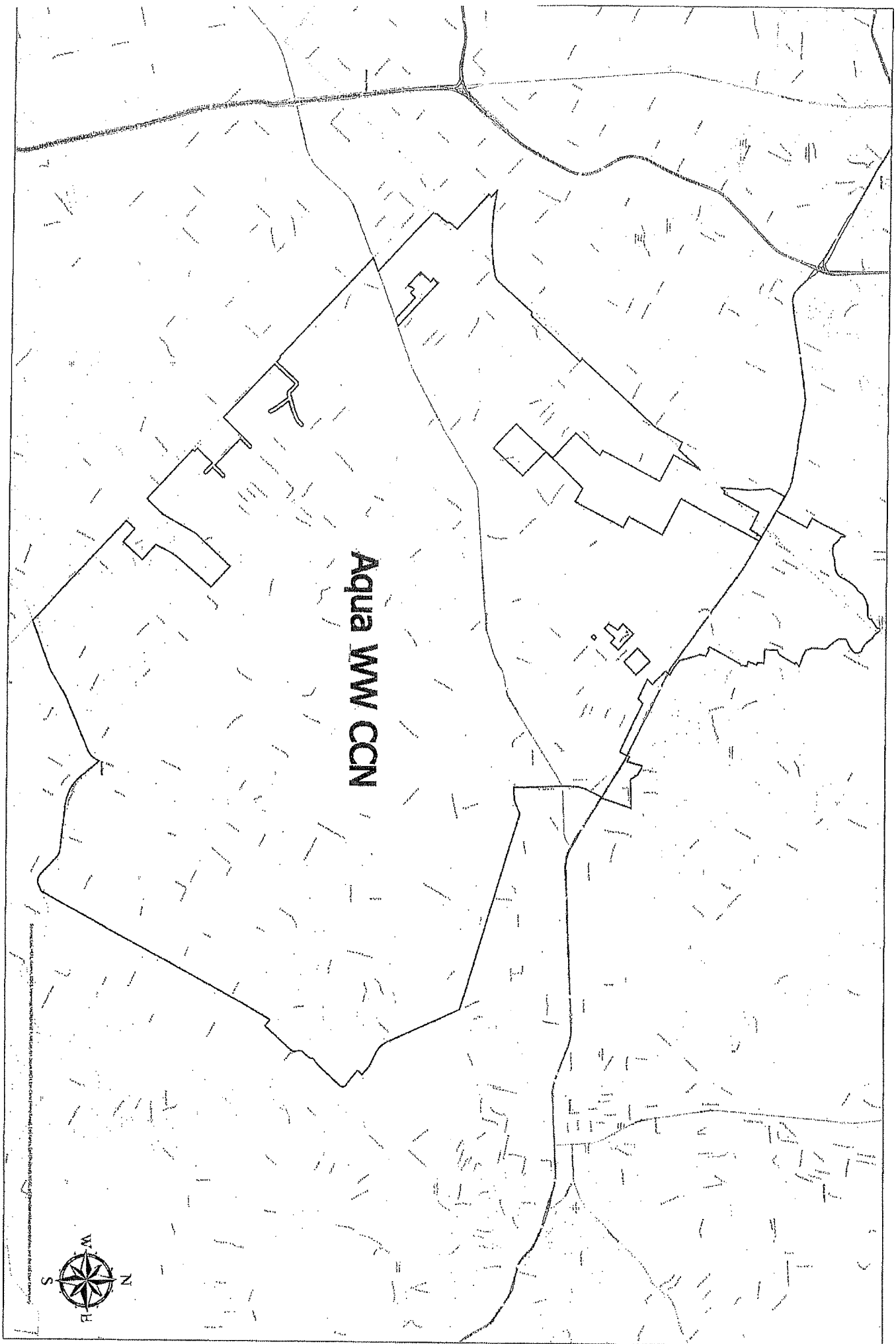


EXHIBIT D

James Muela

From: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Sent: Friday, May 28, 2021 5:35 PM
To: James Muela
Subject: Re: Los Milagros Phase 2 Sewer CCN Release
Categories: Aqua WSC

Yes, the tracts listed below represent the acreage we would like to release from the wastewater CCN.

Garrett Forthuber
Cayetano Development
(956) 607-8933

From: James Muela <jmuela@lglawfirm.com>
Date: Friday, May 28, 2021 at 5:26 PM
To: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Subject: RE: Los Milagros Phase 2 Sewer CCN Release

Garrett,

Can you please confirm that the tracts listed below constitute the acreage referenced in Matthew's March 10th email that Cayetano seeks to release from the CCN?

- James Cullen Vaughan Et. Al. Tract 1 — 27.316 Acres
- James Cullen Vaughan Et. Al. Tract 2 — 87.594 Acres
- James Cullen Vaughan Et. Al. Tract 3 — 77.457 Acres
- Rosendo L Garcia and Wife, Isabel R Garcia — 156.574 Acres
- Mellissa Danielle Goodman and Chadwick Michael Goodman — 24.356 Acres

If so, the March 10th email should suffice. Thank you for your help putting this together.

James



JAMES A. MUELA
Attorney
512-322-5866 Direct
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900, Austin, TX 78701
www.lglawfirm.com | 512-322-5800
OUT NOW! Season Two: Listen In With Lloyd Gosselink Podcast
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From: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Sent: Friday, May 28, 2021 5:12 PM

To: James Muela <jmuela@lglawfirm.com>
Subject: FW: Los Milagros Phase 2 Sewer CCN Release

James — Will the email below work?

Garrett Forthuber
Cayetano Development
(956) 607-8933

From: Matthew Long <mlong@cayetanodevelopment.com>
Date: Wednesday, March 10, 2021 at 10:48 AM
To: Dave McMurry <dmcmurry@aquawsc.com>
Cc: Sean McMillan <smcmillan@integrawater.com>, Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Subject: Los Milagros Phase 2 Sewer CCN Release

Dave – As previously discussed, we now have the land adjacent to Los Milagros under contract and are starting the platting process. Our plan is to serve this community with sewer from the WWTP on Los Milagros Phase 1. In order to serve this community, we will need to have this acreage released from Aqua's sewer CCN so that it may be added to Integra's sewer CCN (The owner operator of our WWTP). As with Los Milagros 1, we are agreeable to paying Aqua \$100/connection for release of this sewer CCN, and we anticipate the acreage to accommodate around 375 lots. We will have a more precise number of lots once the boundary survey is completed and concept plan completed. Also, as previously discussed, the tract will remain within Aqua's water CCN, and all water will be purchased from Aqua WSD.

I have copied Sean McMillan on this email. Sean is with Integra Water, and he will be managing the release process for Integra. As you mentioned the other day, I believe the expedited release process is the way to go. Can you let Sean know a good time for you guys to speak to discuss next steps?

Thanks,

Matt

--

Matthew J. Long
President



CAYETANO

Direct: 512.762.8471
2211 Hancock Drive
Austin, Texas 78756
<http://www.cayetanodevelopment.com>

****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT ****

A "REPLY TO ALL" OF THIS EMAIL COULD LEAD TO VIOLATIONS OF THE TEXAS OPEN MEETINGS ACT. PLEASE REPLY ONLY TO LEGAL COUNSEL.

James Muela

From: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Sent: Friday, May 28, 2021 5:35 PM
To: James Muela
Subject: Re: Los Milagros Phase 2 Sewer CCN Release
Categories: Aqua WSC

Yes, the tracts listed below represent the acreage we would like to release from the wastewater CCN.

Garrett Forthuber
Cayetano Development
(956) 607-8933

From: James Muela <jmuela@lglawfirm.com>
Date: Friday, May 28, 2021 at 5:26 PM
To: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Subject: RE: Los Milagros Phase 2 Sewer CCN Release

Garrett,

Can you please confirm that the tracts listed below constitute the acreage referenced in Matthew's March 10th email that Cayetano seeks to release from the CCN?

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- James Cullen Vaughan Et. Al. Tract 2 — 87.594 Acres
- James Cullen Vaughan Et. Al. Tract 3 — 77.457 Acres
- Rosendo L Garcia and Wife, Isabel R Garcia — 156.574 Acres
- Mellissa Danielle Goodman and Chadwick Michael Goodman — 24.356 Acres

If so, the March 10th email should suffice. Thank you for your help putting this together.

James



JAMES A. MUELA
Attorney
512-322-5866 Direct
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900, Austin, TX 78701
www.lglawfirm.com | 512-322-5800
OUT NOW! Season Two: Listen In With Lloyd Gosselink Podcast
News | vCard

From: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Sent: Friday, May 28, 2021 5:12 PM

syoung@waterengineers.com

From: Garrett Forthuber <gforthuber@cayetanodevelopment.com>
Sent: Friday, June 11, 2021 11:04 AM
To: Shelley Young; randall@renewingwastewater.com; smcmillan@integrawater.com
Cc: Matthew Long
Subject: Los Milagros Phases 3-6 WWTP Kickoff

Dear All:

Earlier this week, Aqua Water Supply voted to approve our request to be released from their Wastewater CCN. At this time, we'd like to engage Water Engineers to assist with the permitting process and Integra/Reuse to create a proposed agreement.

Project Summary: Los Milagros Phases 3-6 will be a 4 phase all residential development composed of .33 and .25 acre lots. The project will be built on 350 acres currently under contract and will consist of approximately 730 lots when complete.

Please find the responsibilities for this project outlined below:

CCN Release — Water Engineers

TCEQ Discharge Permit Amendment — Water Engineers

WWTP Design — Reuse

WWTP Build — Reuse/A3

I will send additional details and information over the course of the next week.

Thank you,

Garrett Forthuber

Senior Associate



CAYETANO

Direct: 956.607.8933

2211 Hancock Drive

Austin, Texas 78756

www.cayetanodevelopment.com

ATTACHMENT B

CCN MAP

ATTACHMENT C

NO SERVICE AFFIDAVIT
INCLUDING POWER OF ATTORNEY DOCUMENTS
ALLOWING SIGNATURES BY DIANA GARCIA SOBERANES
AND NICHOLAS R. GARCIA

To Whom It May Concern:

We, Rosendo L. Garcia and Isabel R. Garcia (Owners) are the owners of the 156.722 acres of land and is labeled as *Rosendo L. Garcia and Wife, Isabel R. Garcia Remainder of 181.110 Acres* on the survey attached hereto in Bastrop County, Texas (the "Property") and situated within the boundaries of the Aqua Water Supply Corporation's (Aqua WSC) Certificate of Convenience and Necessity for sewer service. The Property has never received sewer service from Aqua WSC.

EXECUTED this the 21 day of September, 2021.

Diane G. Soberanes

Diane Garcia Soberanes, authorized agent

STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me on the 21 day of September, 2021 by Diane Garcia Soberanes as authorized agent for Rosendo and Isabel Garcia.


[Signature]

Notary Public, State of Texas

SEAL



We, Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia (Owners) are the owners of the 156.722 acres of land and is labeled as *Rosendo L. Garcia and Wife, Isabel R. Garcia Remainder of 181.110 Acres* on the survey attached hereto in Bastrop County, Texas (the “Property”) and situated within the boundaries of the Aqua Water Supply Corporation’s (Aqua WSC) Certificate of Convenience and Necessity for sewer service. The Property has never received sewer service from Aqua WSC.


Nicholas R. Garcia

This instrument was acknowledged before me on the 23 day of September, 2021 by Nicholas R. Garcia, as co-owner of The Property.

SEAL



NOTICE REGARDING POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing a durable power of attorney, you are authorizing another person or persons to act for you, the principal, without any court supervision or approval. Each person you appoint to serve as your agent should be someone you trust completely. Before you sign the durable power of attorney, you should know these important facts:

The power of attorney is a very powerful document designed to give the designated person or persons (your "agent") the ability to manage your financial affairs. For instance, your agent has the power to manage, dispose of, sell, and convey your real and personal property, to open and close bank accounts, to sign your tax returns, and to use your property as security if your agent borrows money on your behalf. These are just a few of the powers you are giving to your agent.

Your agent will have the right to be reimbursed for reasonable expenses incurred on your behalf. Also, you will be able to choose whether your agent is entitled to receive compensation for services provided under the durable power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney.

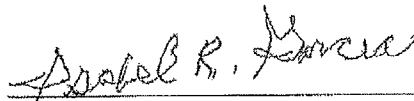
The powers you give your agent in the durable power of attorney will be effective the moment you sign the form, and they will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change the durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate the durable power of attorney at any time, so long as you are competent.

You should read the durable power of attorney carefully. When effective, the durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future.

By signing below, you acknowledge that you have read the foregoing notice.

Dated: May 21, 2021.


Isabel Requejo Garcia

**DURABLE POWER OF ATTORNEY OF
ISABEL REQUEJO GARCIA**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, ISABEL REQUEJO GARCIA, with an address of 11025 Doyle Overton Road, Unit 42, Del Valle, Texas 78617, appoint: (1) my daughter, DIANE GARCIA SOBERANES, with an address of 11025 Doyle Overton Road, Unit 42, Del Valle, Texas 78617, and (2) my son, NICHOLAS REQUEJO GARCIA, with an address of 2501 Comburg Castle Way, Austin, Texas 78748, to serve together as my co-agents (referred to herein jointly as my "agent") to act for me in any lawful way with respect to all of the following powers. If DIANE GARCIA SOBERANES and NICHOLAS REQUEJO GARCIA both either die, become incapacitated, resign, refuse to act, or are removed by court order (or any combination thereof), I appoint my daughter, LAURA ANN GARCIA, with an address of 11025 Doyle Overton Road, Unit 42, Del Valle, Texas 78617, as my successor agent.

When co-agents are named or serving hereunder and one of them dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, then the remaining agent shall serve alone as my agent.

GENERAL POWERS

I hereby give and grant unto my said agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present. My agent shall have full power and authority over any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or

elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

OTHER POWERS

In addition to the broad grant of powers given to my agent above, my agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers as follows:

(A) **Grant of Additional General Powers.** My agent may exercise all of the following powers: (1) demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which I am, may become, or may claim to be entitled; (2) conserve, invest, disburse, or use any money or other thing of value received on my behalf for the purposes intended; (3) contract in any manner with any person, on terms agreeable to my agent, to accomplish a purpose of a transaction and perform, rescind, reform, release, or modify a contract made by or on my behalf; (4) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my agent considers desirable to accomplish a purpose of a transaction; (5) with respect to a claim existing in favor of or against me, to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise or intervene in an action or litigation relating to the claim; (6) seek on my behalf the assistance of a court to carry out an act authorized by this durable power of attorney; (7) engage, compensate, and discharge an attorney, accountant, expert witness, investment counsel, custodian, broker, accountant, appraiser or other professional advisor, and to compensate any such advisor as is reasonable, and to determine whether or not to act upon the advice of any such advisor without liability for acting or failing to act; (8) keep appropriate records of each transaction, including an accounting of receipts and disbursements; (9) prepare, execute, and file a record, report, or other document which my agent considers necessary or desirable to safeguard or promote my interest under a statute or governmental regulation; (10) reimburse my agent for an expenditure made in exercising the powers granted by this durable power of attorney; and (11) in general, perform any other lawful act that I may perform with respect to a transaction.

(B) **Real Property Transactions.** This power of attorney applies to all real property in any location. With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (3) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (4) perform any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including the authority to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply

for and receive refunds in connection with the taxes or assessments; purchase supplies, hire assistance or labor, or make repairs or alterations to the real property; and manage and supervise an interest in real property, including the mineral estate; (5) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (6) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (7) change the form of title of an interest in or right incident to real property; (8) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration; (9) enter into mineral transactions, including: (a) negotiating and making oil, gas, and other mineral leases covering any land, mineral, or royalty interest in which I have or claim to have an interest; (b) pooling and unitizing all or part of my land, mineral leasehold, mineral, royalty, or other interest with land, mineral leasehold, mineral, royalty, or other interest of one or more persons for the purpose of developing and producing oil, gas, or other minerals, and making leases or assignments granting the right to pool and unitize; (c) entering into contracts and agreements concerning the installation and operation of plants or other facilities for the cycling, repressuring, processing, or other treating or handling of oil, gas, or other minerals; (d) conducting or contracting for the conducting of seismic evaluation operations; (e) drilling or contracting for the drilling of wells for oil, gas, or other minerals; (f) contracting for and making "dry hole" and "bottom hole" contributions of cash, leasehold interests, or other interests toward the drilling of wells; (g) using or contracting for the use of any method of secondary or tertiary recovery of any mineral, including the injection of water, gas, air, or other substances; (h) purchasing oil, gas, or other mineral leases, leasehold interests, or other interests for any type of consideration, including farmout agreements requiring the drilling or reworking of wells or participation in the drilling or reworking of wells; (i) entering into farmout agreements committing me to assign oil, gas, or other mineral leases or interests in consideration for the drilling of wells or other oil, gas, or mineral operations; (j) negotiating the transfer of and transferring oil, gas, or other mineral leases or interests for any consideration, such as retained overriding royalty interests of any nature, drilling or reworking commitments, or production interests; (k) executing and entering into contracts, conveyances, and other agreements or transfers considered necessary or desirable to carry out the powers granted in this section, including entering into and executing division orders, oil, gas, or other mineral sales contracts, exploration agreements, processing agreements, and other contracts relating to the processing, handling, treating, transporting, and marketing of oil, gas, or other mineral production from or accruing to me and receiving and receipting for the proceeds of those contracts, conveyances, and other agreements and transfers on my behalf; and (l) taking an action described by Paragraph (k) regardless of whether the action is, at the time the action is taken or subsequently, recognized or considered as a common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting, or marketing minerals; and (10) designate the property that constitutes the principal's homestead. The power to mortgage and encumber real property provided by this section includes the power to execute documents necessary to create a lien against my homestead as provided by

Section 50, Article XVI, Texas Constitution, and to consent to the creation of a lien against property owned by my spouse in which I have a homestead interest.

(C) Tangible Personal Property Transactions. With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept tangible personal property or an interest in tangible personal property as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) perform an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring the property or interest against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving the property; storing the property for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations to the property.

(D) Stock and Bond Transactions. With regard to stock and bond transactions, my agent may execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my or my nominee's name. My agent may also buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes. My agent may receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(E) Commodity and Option Transactions. With regard to commodity and option transactions, my agent may buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify, or terminate option accounts with a broker.

(F) Banking and Other Financial Institution Transactions. With regard to banking and other financial institution transactions, my agent may exercise all of the following powers: (1) continue, modify, or terminate an account or other banking arrangement made by me or on my behalf; (2) establish, modify, or terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by my agent; (3) rent a safe deposit box or space in a vault; (4) contract to procure other services available from a financial institution as my agent considers desirable; (5) withdraw by check, order, or otherwise my money or property deposited with or left in the custody

of a financial institution; (6) receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to those documents; (7) enter a safe deposit box or vault and withdraw from or add to its contents; (8) borrow money at an interest rate agreeable to my agent and pledge as security my property as necessary to borrow, pay, renew, or extend the time of payment of my debt; (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper owned by me, or payable to me or to my order, to receive the cash or other proceeds of those transactions; (10) receive for me and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (12) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

(G) Business Operation Transactions. With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other similar instrument and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made before execution of this power of attorney with an individual, legal entity, firm, association, or corporation by or on my behalf with respect to the business; (7) with respect to any business owned solely by me, to determine the location of the business' operation; the nature and extent of the business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the business' operation; the amount and types of insurance carried; and the method of engaging, compensating, and dealing with the business' accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of the business at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and

make related payments; and (15) pay, compromise, or contest taxes or assessments and perform any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

(H) Insurance Transactions. With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional insurance contracts and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and method of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate an insurance contract or annuity procured by my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described by this section; (9) apply for and procure government aid to guarantee or pay premiums of an insurance contract on my life; (10) collect, sell, assign, borrow on, or pledge my interest in an insurance contract or annuity; (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment imposed by a taxing authority with respect to an insurance contract or annuity or the proceeds of the contract or annuity or liability accruing because of the tax or assessment; (12) designate the beneficiary of an insurance contract or annuity, except that my agent may be named a beneficiary of the contract or annuity or an extension, renewal, or substitute for the contract or annuity only to the extent my agent was named as a beneficiary under a contract or annuity procured by me before executing this power of attorney; and (13) change the beneficiary of an insurance contract or annuity, except that my agent may be designated a beneficiary only to the extent my agent was named as a beneficiary under a contract procured by me before executing this power of attorney.

(I) Estate, Trust, and Other Beneficiary Transactions. With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, life estate, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

(J) Claims and Litigation. With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including an action to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine an adverse claim, intervene in an action or litigation, and act as an amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me regarding voluntary or involuntary bankruptcy or insolvency proceedings concerning me or another person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

(K) Personal and Family Maintenance. With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) normal domestic help, usual vacations and travel expenses, and money for shelter, clothing, food, appropriate education, and other living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1); (4) continue any provision made by me for the individuals described by Subsection (1), for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) and open new accounts that my agent considers desirable to accomplish a lawful purpose; (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations; (7) perform all acts necessary in relation to my mail, including: (a) receiving, signing for, opening, reading, and responding to any mail addressed to me, whether through the

United States Postal Service or a private mail service; (b) forwarding my mail to any address; and (c) representing me before the United States Postal Service in all matters relating to mail service; and (8) subject to the needs of the individuals described by Subdivision (1), provide for the reasonable care of my pets.

(L) Benefits From Certain Governmental Programs or Civil or Military Service.

With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute a voucher in my name for an allowance or reimbursement payable by the United States, a foreign government, or a state or subdivision of a state to me, including an allowance or reimbursement for transportation of the individuals described by Section (K)(1) of this instrument, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other governmental or private place of storage or safekeeping, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim for a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described by this Section and conserve, invest, disburse, or use anything received for a lawful purpose.

(M) Retirement Plan Transactions. With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make rollovers of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) waive my right to be a beneficiary of a joint or survivor annuity if I am not the participant in the retirement plan; (8) receive, endorse, and cash payments from a retirement plan; (9) waive my right to receive all or a portion of benefits payable by a retirement plan; (10) request and receive information relating to me and my retirement plan records; and (11) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that my agent may be named a beneficiary only to the extent my agent was a named beneficiary under the retirement plan, or in the case of a rollover or trustee-to-trustee transfer, the predecessor retirement plan, before this durable power of attorney was executed. In this section, "retirement plan" means: (1) an employee pension benefit plan as defined by Section 3, Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1002), without regard to the provisions of Section (2)(B) of that section; (2) a plan that does not meet the definition of an employee benefit plan under the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 *et seq.*) because the plan does not cover common law employees; (3) a plan that is similar to an employee benefit plan under the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 *et seq.*), regardless of whether the plan is covered by Title 1 of that Act, including a plan that provides death benefits to the

beneficiary of employees; and (4) an individual retirement account or annuity, a self-employed pension plan, or a similar plan or account.

(N) **Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act (26 U.S.C. Chapter 21), and other tax returns, claims for refunds, requests for extensions of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

(O) **Digital Asset Transactions.** My agent shall have the power to access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such

comparable items as technology develops.

(P) **Existing and Foreign Interests.** The powers described herein may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Texas and whether or not the powers are exercised or the durable power of attorney is executed in Texas.

GRANT OF SPECIFIC AUTHORITY

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. If you DO NOT want to grant your agent one or more of the following powers, you may also CROSS OUT a power you DO NOT want to grant.)

IRB

Create, amend, revoke, or terminate an inter vivos trust

IRB

Make a gift or gifts, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code), outright to or for the benefit of any one or more of my descendants, including by the exercise of a presently exercisable general power of appointment held by me, and the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift (provided, however, additional gifts may be made in accordance with the provisions contained in the paragraph entitled "Gifts to Qualify for Public Benefits" which follows in this durable power of attorney)

IRB

Create or change rights of survivorship

IRB

Create or change a beneficiary designation

IRB

Authorize another person to exercise the authority granted under this power of attorney

SPECIAL INSTRUCTIONS

COMPENSATION: Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

(A) IRB

My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

- (B) _____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

CO-AGENTS: Special instructions applicable to co-agents (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

- (A) IRG Each of my co-agents may act independently for me.
- (B) _____ My co-agents may act for me only if the co-agents act jointly.
- (C) _____ My co-agents may act for me only if a majority of the co-agents act jointly.

GIFTS TO QUALIFY FOR PUBLIC BENEFITS: If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (1) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (2) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (3) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid, and Veterans benefits.

LIMITATIONS: Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

ADDITIONAL POWERS: ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

In addition to the powers granted above, I grant to my agent the following powers:

Power to Appoint Substitute Agent. The power to appoint or substitute one or more agents to serve as my agent under this power of attorney; provided, however, such power shall be exercisable only by the then-serving agent (or if more than one agent is serving, by all such co-

agents acting unanimously), and any such appointment or substitution shall override other provisions contained herein which may attempt to name one or more successor agents. Any such appointment or substitution may be revoked by me or my agent at any time and for any reason, and such appointment or substitution shall not terminate upon the death, disability, incapacity or resignation of the agent or co-agents who made the appointment or substitution. Any such appointment or substitution shall be evidenced by acknowledged written instrument.

Power to Perform All Other Acts. In addition to the powers enumerated above, I hereby give and grant unto my agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my agent shall and may do by virtue hereof; provided, however, and notwithstanding the foregoing, if I have withheld a particular power or powers in this power of attorney, then my agent shall not have such power or powers by virtue of the power and authority conferred by this sentence.

This power of attorney is effective immediately and is not affected by my subsequent disability or incapacity.

REVOCATION OF PRIOR POWERS OF ATTORNEY:

I hereby revoke all durable general powers of attorney executed by me prior to the date of this power of attorney, and all such durable general powers of attorney shall no longer be of force and effect. All powers and authorities granted under said durable general powers of attorney are hereby withdrawn and revoked effective immediately. The provisions of this paragraph shall not revoke any power of attorney I have previously executed that is limited to a specific and identifiable action or transaction, such as a power of attorney I have executed as part of a contract for the management of a bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

[SIGNATURE PAGE FOLLOWS]

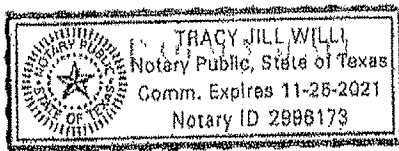
Signed on May 21, 2021.



Isabel Requejo Garcia, Principal

This document was executed at the law office of Willi Law Firm, P.C., located at 5920 West William Cannon Drive, Building 6, Suite 100, Austin, Texas 78749.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 21, 2021, by ISABEL REQUEJO GARCIA.




Notary Public, State of Texas

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

ISABEL REQUEJO GARCIA, by (Your Signature) as Agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
 - (a) the property belonging to the principal that has come to your knowledge or into your possession;
 - (b) each action taken or decision made by you as agent;
 - (c) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
 - (d) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
 - (e) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
 - (f) each known liability;

- (g) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- (h) all documentation regarding the principal's property.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

NOTICE REGARDING POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing a durable power of attorney, you are authorizing another person or persons to act for you, the principal, without any court supervision or approval. Each person you appoint to serve as your agent should be someone you trust completely. Before you sign the durable power of attorney, you should know these important facts:

The power of attorney is a very powerful document designed to give the designated person or persons (your "agent") the ability to manage your financial affairs. For instance, your agent has the power to manage, dispose of, sell, and convey your real and personal property, to open and close bank accounts, to sign your tax returns, and to use your property as security if your agent borrows money on your behalf. These are just a few of the powers you are giving to your agent.

Your agent will have the right to be reimbursed for reasonable expenses incurred on your behalf. Also, you will be able to choose whether your agent is entitled to receive compensation for services provided under the durable power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney.

The powers you give your agent in the durable power of attorney will be effective the moment you sign the form, and they will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change the durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate the durable power of attorney at any time, so long as you are competent.

You should read the durable power of attorney carefully. When effective, the durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future.

By signing below, you acknowledge that you have read the foregoing notice.

Dated: May 21, 2021.


Rosendo Lopez Garcia

**DURABLE POWER OF ATTORNEY OF
ROSENDO LOPEZ GARCIA**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, ROSENDO LOPEZ GARCIA, with an address of 11025 Doyle Overton Road, Unit 42, Del Valle, Texas 78617, appoint: (1) my daughter, DIANE GARCIA SOBERANES, with an address of 11025 Doyle Overton Road, Unit 42, Del Valle, Texas 78617, and (2) my son, NICHOLAS REQUEJO GARCIA, with an address of 2501 Comburg Castle Way, Austin, Texas 78748, to serve together as my co-agents (referred to herein jointly as my "agent") to act for me in any lawful way with respect to all of the following powers If DIANE GARCIA SOBERANES and NICHOLAS REQUEJO GARCIA both either die, become incapacitated, resign, refuse to act, or are removed by court order (or any combination thereof), I appoint my daughter, LAURA ANN GARCIA, with an address of 11025 Doyle Overton Road, Unit 42, Del Valle, Texas 78617, as my successor agent.

When co-agents are named or serving hereunder and one of them dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, then the remaining agent shall serve alone as my agent.

GENERAL POWERS

I hereby give and grant unto my said agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present. My agent shall have full power and authority over any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or

elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

OTHER POWERS

In addition to the broad grant of powers given to my agent above, my agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers as follows:

(A) **Grant of Additional General Powers.** My agent may exercise all of the following powers: (1) demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which I am, may become, or may claim to be entitled; (2) conserve, invest, disburse, or use any money or other thing of value received on my behalf for the purposes intended; (3) contract in any manner with any person, on terms agreeable to my agent, to accomplish a purpose of a transaction and perform, rescind, reform, release, or modify a contract made by or on my behalf; (4) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my agent considers desirable to accomplish a purpose of a transaction; (5) with respect to a claim existing in favor of or against me, to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise or intervene in an action or litigation relating to the claim; (6) seek on my behalf the assistance of a court to carry out an act authorized by this durable power of attorney; (7) engage, compensate, and discharge an attorney, accountant, expert witness, investment counsel, custodian, broker, accountant, appraiser or other professional advisor, and to compensate any such advisor as is reasonable, and to determine whether or not to act upon the advice of any such advisor without liability for acting or failing to act; (8) keep appropriate records of each transaction, including an accounting of receipts and disbursements; (9) prepare, execute, and file a record, report, or other document which my agent considers necessary or desirable to safeguard or promote my interest under a statute or governmental regulation; (10) reimburse my agent for an expenditure made in exercising the powers granted by this durable power of attorney; and (11) in general, perform any other lawful act that I may perform with respect to a transaction.

(B) **Real Property Transactions.** This power of attorney applies to all real property in any location. With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (3) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (4) perform any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including the authority to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply

for and receive refunds in connection with the taxes or assessments; purchase supplies, hire assistance or labor, or make repairs or alterations to the real property; and manage and supervise an interest in real property, including the mineral estate; (5) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (6) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (7) change the form of title of an interest in or right incident to real property; (8) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration; (9) enter into mineral transactions, including: (a) negotiating and making oil, gas, and other mineral leases covering any land, mineral, or royalty interest in which I have or claim to have an interest; (b) pooling and unitizing all or part of my land, mineral leasehold, mineral, royalty, or other interest with land, mineral leasehold, mineral, royalty, or other interest of one or more persons for the purpose of developing and producing oil, gas, or other minerals, and making leases or assignments granting the right to pool and unitize; (c) entering into contracts and agreements concerning the installation and operation of plants or other facilities for the cycling, repressuring, processing, or other treating or handling of oil, gas, or other minerals; (d) conducting or contracting for the conducting of seismic evaluation operations; (e) drilling or contracting for the drilling of wells for oil, gas, or other minerals; (f) contracting for and making "dry hole" and "bottom hole" contributions of cash, leasehold interests, or other interests toward the drilling of wells; (g) using or contracting for the use of any method of secondary or tertiary recovery of any mineral, including the injection of water, gas, air, or other substances; (h) purchasing oil, gas, or other mineral leases, leasehold interests, or other interests for any type of consideration, including farmout agreements requiring the drilling or reworking of wells or participation in the drilling or reworking of wells; (i) entering into farmout agreements committing me to assign oil, gas, or other mineral leases or interests in consideration for the drilling of wells or other oil, gas, or mineral operations; (j) negotiating the transfer of and transferring oil, gas, or other mineral leases or interests for any consideration, such as retained overriding royalty interests of any nature, drilling or reworking commitments, or production interests; (k) executing and entering into contracts, conveyances, and other agreements or transfers considered necessary or desirable to carry out the powers granted in this section, including entering into and executing division orders, oil, gas, or other mineral sales contracts, exploration agreements, processing agreements, and other contracts relating to the processing, handling, treating, transporting, and marketing of oil, gas, or other mineral production from or accruing to me and receiving and receipting for the proceeds of those contracts, conveyances, and other agreements and transfers on my behalf; and (l) taking an action described by Paragraph (k) regardless of whether the action is, at the time the action is taken or subsequently, recognized or considered as a common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting, or marketing minerals; and (10) designate the property that constitutes the principal's homestead. The power to mortgage and encumber real property provided by this section includes the power to execute documents necessary to create a lien against my homestead as provided by

Section 50, Article XVI, Texas Constitution, and to consent to the creation of a lien against property owned by my spouse in which I have a homestead interest.

(C) Tangible Personal Property Transactions. With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept tangible personal property or an interest in tangible personal property as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) perform an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring the property or interest against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving the property; storing the property for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations to the property.

(D) Stock and Bond Transactions. With regard to stock and bond transactions, my agent may execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my or my nominee's name. My agent may also buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes. My agent may receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(E) Commodity and Option Transactions. With regard to commodity and option transactions, my agent may buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify, or terminate option accounts with a broker.

(F) Banking and Other Financial Institution Transactions. With regard to banking and other financial institution transactions, my agent may exercise all of the following powers: (1) continue, modify, or terminate an account or other banking arrangement made by me or on my behalf; (2) establish, modify, or terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by my agent; (3) rent a safe deposit box or space in a vault; (4) contract to procure other services available from a financial institution as my agent considers desirable; (5) withdraw by check, order, or otherwise my money or property deposited with or left in the custody

of a financial institution; (6) receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to those documents; (7) enter a safe deposit box or vault and withdraw from or add to its contents; (8) borrow money at an interest rate agreeable to my agent and pledge as security my property as necessary to borrow, pay, renew, or extend the time of payment of my debt; (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper owned by me, or payable to me or to my order, to receive the cash or other proceeds of those transactions; (10) receive for me and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (12) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

(G) Business Operation Transactions. With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other similar instrument and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made before execution of this power of attorney with an individual, legal entity, firm, association, or corporation by or on my behalf with respect to the business; (7) with respect to any business owned solely by me, to determine the location of the business' operation; the nature and extent of the business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the business' operation; the amount and types of insurance carried; and the method of engaging, compensating, and dealing with the business' accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of the business at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and

make related payments; and (15) pay, compromise, or contest taxes or assessments and perform any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

(H) Insurance Transactions. With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional insurance contracts and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and method of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate an insurance contract or annuity procured by my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described by this section; (9) apply for and procure government aid to guarantee or pay premiums of an insurance contract on my life; (10) collect, sell, assign, borrow on, or pledge my interest in an insurance contract or annuity; (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment imposed by a taxing authority with respect to an insurance contract or annuity or the proceeds of the contract or annuity or liability accruing because of the tax or assessment; (12) designate the beneficiary of an insurance contract or annuity, except that my agent may be named a beneficiary of the contract or annuity or an extension, renewal, or substitute for the contract or annuity only to the extent my agent was named as a beneficiary under a contract or annuity procured by me before executing this power of attorney; and (13) change the beneficiary of an insurance contract or annuity, except that my agent may be designated a beneficiary only to the extent my agent was named as a beneficiary under a contract procured by me before executing this power of attorney.

(I) Estate, Trust, and Other Beneficiary Transactions. With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, life estate, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

(J) Claims and Litigation. With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including an action to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine an adverse claim, intervene in an action or litigation, and act as an amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me regarding voluntary or involuntary bankruptcy or insolvency proceedings concerning me or another person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

(K) Personal and Family Maintenance. With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) normal domestic help, usual vacations and travel expenses, and money for shelter, clothing, food, appropriate education, and other living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1); (4) continue any provision made by me for the individuals described by Subsection (1), for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) and open new accounts that my agent considers desirable to accomplish a lawful purpose; (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations; (7) perform all acts necessary in relation to my mail, including: (a) receiving, signing for, opening, reading, and responding to any mail addressed to me, whether through the

United States Postal Service or a private mail service; (b) forwarding my mail to any address; and (c) representing me before the United States Postal Service in all matters relating to mail service; and (8) subject to the needs of the individuals described by Subdivision (1), provide for the reasonable care of my pets.

(L) Benefits From Certain Governmental Programs or Civil or Military Service.

With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute a voucher in my name for an allowance or reimbursement payable by the United States, a foreign government, or a state or subdivision of a state to me, including an allowance or reimbursement for transportation of the individuals described by Section (K)(1) of this instrument, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other governmental or private place of storage or safekeeping, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim for a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described by this Section and conserve, invest, disburse, or use anything received for a lawful purpose.

(M) Retirement Plan Transactions. With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make rollovers of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) waive my right to be a beneficiary of a joint or survivor annuity if I am not the participant in the retirement plan; (8) receive, endorse, and cash payments from a retirement plan; (9) waive my right to receive all or a portion of benefits payable by a retirement plan; (10) request and receive information relating to me and my retirement plan records; and (11) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that my agent may be named a beneficiary only to the extent my agent was a named beneficiary under the retirement plan, or in the case of a rollover or trustee-to-trustee transfer, the predecessor retirement plan, before this durable power of attorney was executed. In this section, "retirement plan" means: (1) an employee pension benefit plan as defined by Section 3, Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1002), without regard to the provisions of Section (2)(B) of that section; (2) a plan that does not meet the definition of an employee benefit plan under the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 *et seq.*) because the plan does not cover common law employees; (3) a plan that is similar to an employee benefit plan under the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 *et seq.*), regardless of whether the plan is covered by Title 1 of that Act, including a plan that provides death benefits to the

beneficiary of employees; and (4) an individual retirement account or annuity, a self-employed pension plan, or a similar plan or account.

(N) **Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act (26 U.S.C. Chapter 21), and other tax returns, claims for refunds, requests for extensions of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

(O) **Digital Asset Transactions.** My agent shall have the power to access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such

comparable items as technology develops.

(P) **Existing and Foreign Interests.** The powers described herein may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Texas and whether or not the powers are exercised or the durable power of attorney is executed in Texas.

GRANT OF SPECIFIC AUTHORITY

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. If you DO NOT want to grant your agent one or more of the following powers, you may also CROSS OUT a power you DO NOT want to grant.)

RJA

Create, amend, revoke, or terminate an inter vivos trust

RJM

Make a gift or gifts, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code), outright to or for the benefit of any one or more of my descendants, including by the exercise of a presently exercisable general power of appointment held by me, and the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift (provided, however, additional gifts may be made in accordance with the provisions contained in the paragraph entitled "Gifts to Qualify for Public Benefits" which follows in this durable power of attorney)

RJS

Create or change rights of survivorship

RJL

Create or change a beneficiary designation

RJD

Authorize another person to exercise the authority granted under this power of attorney

SPECIAL INSTRUCTIONS

COMPENSATION: Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

(A) RJM

My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

- (B) _____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

CO-AGENTS: Special instructions applicable to co-agents (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

- (A) RLA Each of my co-agents may act independently for me.
- (B) _____ My co-agents may act for me only if the co-agents act jointly.
- (C) _____ My co-agents may act for me only if a majority of the co-agents act jointly.

GIFTS TO QUALIFY FOR PUBLIC BENEFITS: If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (1) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (2) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (3) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid, and Veterans benefits.

LIMITATIONS: Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

ADDITIONAL POWERS: ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

In addition to the powers granted above, I grant to my agent the following powers:

Power to Appoint Substitute Agent. The power to appoint or substitute one or more agents to serve as my agent under this power of attorney; provided, however, such power shall be exercisable only by the then-serving agent (or if more than one agent is serving, by all such co-

agents acting unanimously), and any such appointment or substitution shall override other provisions contained herein which may attempt to name one or more successor agents. Any such appointment or substitution may be revoked by me or my agent at any time and for any reason, and such appointment or substitution shall not terminate upon the death, disability, incapacity or resignation of the agent or co-agents who made the appointment or substitution. Any such appointment or substitution shall be evidenced by acknowledged written instrument.

Power to Perform All Other Acts. In addition to the powers enumerated above, I hereby give and grant unto my agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my agent shall and may do by virtue hereof; provided, however, and notwithstanding the foregoing, if I have withheld a particular power or powers in this power of attorney, then my agent shall not have such power or powers by virtue of the power and authority conferred by this sentence.

This power of attorney is effective immediately and is not affected by my subsequent disability or incapacity.

REVOCATION OF PRIOR POWERS OF ATTORNEY:

I hereby revoke all durable general powers of attorney executed by me prior to the date of this power of attorney, and all such durable general powers of attorney shall no longer be of force and effect. All powers and authorities granted under said durable general powers of attorney are hereby withdrawn and revoked effective immediately. The provisions of this paragraph shall not revoke any power of attorney I have previously executed that is limited to a specific and identifiable action or transaction, such as a power of attorney I have executed as part of a contract for the management of a bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

[SIGNATURE PAGE FOLLOWS]

Signed on May 21, 2021.

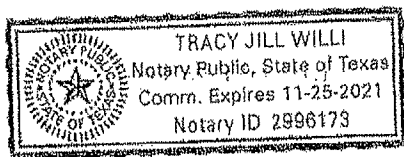
Rosendo Lopez Garcia

Rosendo Lopez Garcia, Principal

This document was executed at the law office of Willi Law Firm, P.C., located at 5920 West William Cannon Drive, Building 6, Suite 100, Austin, Texas 78749.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 21 , 2021, by ROSENDO LOPEZ GARCIA.



Tracy Jill Willi

Notary Public, State of Texas

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

ROSENDO LOPEZ GARCIA, by (Your Signature) as Agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
 - (a) the property belonging to the principal that has come to your knowledge or into your possession;
 - (b) each action taken or decision made by you as agent;
 - (c) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
 - (d) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
 - (e) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
 - (f) each known liability;

- (g) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- (h) all documentation regarding the principal's property.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

ATTACHMENT D

PROOF OF PACKAGE BEING SENT
TO
AQUA WATER SUPPLY CORPORATION



WATERENGINEERS, INC.

WATER & WASTEWATER TREATMENT CONSULTANTS

17230 HUFFMEISTER ROAD, SUITE A~CYPRESS, TEXAS 77429-1643

TEL: 281-373-0500 FAX: 281-373-1113

October 11, 2021

Mr. Alan McMurry
Aqua Water Supply Corporation
415 Old Austin Highway, Drawer P
Bastrop, Texas 78602

Re: Petition of Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia to Amend the Aqua Water Supply Corporation's Certificate of Convenience and Necessity in Bastrop County by Streamlined Expedited Release in Bastrop County, Texas

Dear Mr. McMurry:

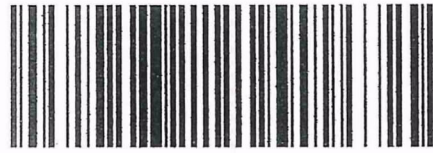
Please accept this letter and attached documents as notice that Rosendo L. Garcia, Isabel R. Garcia and Nicholas R. Garcia have applied to the Public Utility Commission of Texas (PUC) for an expedited release of 156.754 acres from the Aqua WSC sewer CCN. This notice is a requirement of the streamlined expedite release process.

If you have any questions regarding this information, please feel free to contact me.

Sincerely,
WATERENGINEERS, INC.

Shelley Young, P.E.
Project Engineer

WATERENGINEERS, INC.
17230 HUFFMEISTER ROAD
SUITE A
CYPRESS, TX 77429



7020 3160 0001 3284 2665



US POSTAGE
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First-Class

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10/11/2021
032A 0061842228

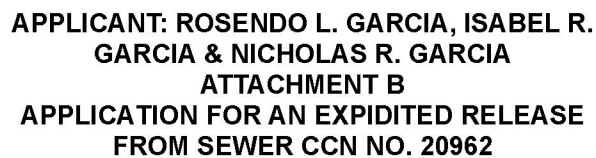
Aqua Water Supply Corporation
415 Old Austin Highway
Drawer P
Bastrop, TX 78602



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Survey - Garcia Tract.dwg

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.



-  Proposed Area to be Released
 Sewer CCN

The following files are not convertible:

- service area 2.cpg
- service area 2.dbf
- service area 2.prj
- service area 2.sbn
- service area 2.sbx
- service area 2.shp

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

The following files are not convertible:

service area 2.shp.xml

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

The following files are not convertible:

service area 2.shx

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.