



Filing Receipt

Filing Date - 2023-05-08 09:18:02 AM

Control Number - 54283

Item Number - 23

DOCKET NO. 54283

PETITION BY SJWTX, INC. D/B/A	§	BEFORE THE
CANYON LAKE WATER SERVICE	§	
COMPANY AND SAN ANTONIO	§	
WATER SYSTEM FOR TEXAS	§	
WATER CODE § 13.248 APPROVAL	§	PUBLIC UTILITY COMMISSION
TO DESIGNATE WATER AND SEWER	§	
CERTIFICATE OF CONVENIENCE	§	
AND NECESSITY SERVICE AREAS BY	§	
CONTRACT IN KENDALL COUNTY,	§	OF TEXAS
TEXAS	§	

**ASHTON SAN ANTONIO RESIDENTIAL, L.L.C.'S RESPONSE TO PETITIONERS'
OBJECTIONS TO MOTION TO INTERVENE**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

COMES NOW, Ashton San Antonio Residential, L.L.C. ("Ashton" or "Intervenor") and files this Response to Petitioners' Objections to Motion to Intervene ("Response") and, in support thereof, would respectfully show the following.

I. STANDING

In its Motion to Intervene, Ashton stated that it had a justiciable interest in this docket because it may be adversely affected by the outcome of the proceeding since it is a residential developer, future customer and party who has requested utility service for the 120.04 acres it plans to develop as Lily Ranch Subdivision, located wholly within the area subject of the Tex. Water Code ("TWC") § 13.248 contract pending Commission approval. Nothing has changed. As Petitioners know fully well, Ashton has been in constant communication with SJWTX, Inc. d/b/a Canyon Lake Water Service Company ("SJWTX") and San Antonio Water System ("SAWS") over the last year in a diligent effort to obtain specific details of service, primarily relating to SJWTX's cost and infrastructure demands.¹ SJWTX has been unwilling or unable to provide this essential information necessary for Ashton to move forward with entitlements, construction, etc. In fact, SJWTX was not only aware that Ashton intended to intervene in this docket, but specifically requested additional discussion before Ashton proceeded with its

¹ It is likely SJWTX and SAWS would not even have negotiated the TWC § 13.248 contract at this time, but for Ashton's initial request for service to SAWS.

intervention. Yet SJWTX never produced the requested information and no fruitful discussions ensued. Instead, Petitioners now claim that Ashton has no right to intervene in a proceeding that will essentially assign it to a monopolized geographic region for which it would have no say in its terms of service, nor any opportunity to ensure whether SJWTX is even capable of providing that service in the first place. Ashton had no choice but to move forward with its Motion to Intervene to ensure that its future subdivision receives continuous and adequate utility service.

As Petitioners are also aware, Ashton has a recorded Memorandum of Option Agreement to purchase the Lily Ranch Subdivision property from JEN Texas 27, LLC, which is a matter of public record and attached as Exhibit A.² Ashton is still within the option period which would culminate with its purchase of the 120.04-acre property as platted lots in the Lily Ranch Subdivision. As a requirement of the Option Agreement, Ashton has already paid significant consideration and made substantial monthly interest payments, in part due to the failure to obtain utility services agreements from SJWTX to serve the property. Ashton has a clear and obvious pecuniary interest in the development of the Lily Ranch Subdivision and ensuring adequate utility service to the project.

Notwithstanding Ashton's Option to Purchase and ongoing financial investment in the development, land ownership has never been a prerequisite for intervention at the Commission. Numerous individuals who do not own land intervene in Commission proceedings, file complaints, etc. Ashton has a current and legitimate interest in ensuring that its future utility provider is able to deliver continuous and adequate service.

II. TIMELINESS

Petitioners also claim that Ashton's Motion to Intervene is untimely citing title 16 Texas Administrative Code ("TAC") § 22.104(b) to support its contention that a 45-day deadline applies.³ Substantive rule 16 TAC § 24.253 establishes no such deadline for intervention, but clearly contemplates that TWC § 13.248 contracts may be approved only *after* public notice and hearing which is what Ashton requests.⁴ Petitioners' explanation of the late intervention process in 16

² See attached Exhibit A, Memorandum of Option Agreement, and First Amendment to Memorandum of Option Agreement.

³ 16 TAC § 22.104(b).

⁴ 16 TAC § 24.253(a) (emphasis added).

TAC § 22.104(b) also belies the fact that if no intervention deadline is established in TWC § 13.248 or substantive rule 16 TAC § 24.253, then there would be no logical reason for Movant to provide good cause as an exception for late filing. Nonetheless, sufficient good cause exists merely based on SJWTX's specific, if not disingenuous, request that Ashton withhold its Motion to Intervene until further cost and infrastructure discussions could occur, but that were never forthcoming.

Petitioners' implication that Ashton somehow laid behind the log to file its Motion to Intervene, after the Commission Staff filed its Final Recommendation, is also specious. Commission Staff filed its Final Recommendation on April 27, 2023 at 12:59:50 PM, before the 3:00 PM Commission filing deadline and before Ashton was able to file its pleading at 1:35:48 PM.⁵ Ashton's filing after the Commission Staff and before 3:00 PM on April 27 was not intentional and certainly does not prejudice anyone, as Commission Staff can easily supplement its recommendation and Petitioners were already aware of Ashton's desire to intervene in this docket. More importantly, Petitioners do not explain how Ashton's intervention would "unreasonably burden all Parties" beyond its conclusory statement and references to the ALJ's ruling on administrative completeness and notice. Such procedural findings are certainly not findings on the overall merits of the contract, and to suggest such, again ignores that under both statute and rule, notice *and hearing* are fundamental to the approval of TWC § 13.248 contracts.

Ashton's intervention will not prejudice or burden any other party, it will not disrupt the proceeding, and the public interest will be served by its intervention and a hearing on the merits since Ashton is a future customer affected by the CCN transfer to an entity which may not have the financial, managerial or technical ability to provide continuous and adequate service.


III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Ashton respectfully prays that the Commission grant its Motion to Intervene in this proceeding and declare it an affected person with a justiciable interest to fully participate in a hearing on the CCN transfer.

⁵ 16 TAC § 22.71(h).

Respectfully submitted,

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

By: 
Helen S. Gilbert

**ATTORNEY FOR ASHTON SAN
ANTONIO RESIDENTIAL, LLC**

CERTIFICATE OF SERVICE

I hereby certify that I have or will serve a true and correct copy of the foregoing document via hand delivery, facsimile, electronic mail, overnight mail, U.S. mail, or Certified Mail Return Receipt Requested on all parties on the 8th of May 2023.



Helen S. Gilbert

EXHIBIT A

WHEN RECORDED, RETURN TO:

Texas Investors Title
116 W. Blanco Rd., Suite 101
Boerne, Texas 78006
Attn: Bryan Martin

MEMORANDUM OF OPTION AGREEMENT

BY THIS MEMORANDUM OF OPTION AGREEMENT ("Memorandum"), entered into as of June 30, 2021, JEN TEXAS 27 LLC, a Texas limited liability company ("Owner"), and **ASHTON SAN ANTONIO RESIDENTIAL, L.L.C.**, a Texas limited liability company ("Builder"), declare and agree as follows:

A. Owner owns that certain real property located in Kendall County, Texas and described on the attached Exhibit "A" (the "Property").

B. Owner granted to Builder, and does hereby grant to Builder, pursuant to that certain Option Agreement between Owner and Builder of even date herewith ("Option Agreement"), the option to purchase the Property in accordance with the terms of the Option Agreement (the "Option").

C. The term of the Option commenced upon the date of this Memorandum was recorded in the official records of Kendall County, Texas and shall expire on May 15, 2026.

D. The purchase price for the Lots is as set forth in the Option Agreement.

E. The notice addresses for Owner and Builder, as set forth in the Option Agreement, are as follows:

Owner at: JEN Texas 27 LLC
8023 Vantage Drive, Suite 220
San Antonio, Texas 78230
Attn: Trey Marsh
Telephone: (210) 849-1447
Facsimile: 210-828-0504
E-Mail: trey.marsh@entradadev.com

with a copy to: JEN Partners, LLC
680 Fifth Avenue, 25th Floor
New York, NY 10019
Attn: Ethan Leibowitz
Telephone: (212) 755-4300
Fax: (212) 755-3066
E-mail: eleibowitz@jenpartners.com

EXHIBIT A

and to: Kruger Carson PLLC
711 Navarro St., Ste. 230
San Antonio, Texas 78205-1745
Attn: Brad Carson
Telephone: 210-319-4490
Fax: 210-853-5969
E-mail: brad@krugercarson.com

Builder at: Ashton San Antonio Residential, L.L.C.
Attn: Damon Lyles and Blake Harrington
17319 San Pedro, Ste. 140
San Antonio, Texas 78232
Telephone: 210-967-3900
Facsimile: 210-549-2763
Email: damon.lyles@ashtonwoods.com and
blake.harrington@ashtonwoods.com

With a copy to: Barton Benson Jones PLLC
Attn: J. Bradley Jones and Shanna R. Castro
745 E. Mulberry Ave., Ste. 550
San Antonio, Texas 78230
Telephone: 210-610-5335
Facsimile: 210-600-9796
Email: bjones@bartonbensonjones.com and
scastro@bartonbensonjones.com

and to: Ashton Woods Homes
3820 Mansell Road, Suite 400
Alpharetta, Georgia 30022
Attention: Christina Malone
Telephone: (678) 781-2070
Email: christina.malone@ashtonwoods.com

Escrow Agent at: Texas Investors Title
116 W. Blanco Rd., Suite 101
Boerne, Texas 78006
Attn: Bryan Martin
Phone: (830) 816-5888
Fax: (830) 816-5889
Email: bryan@texasinvestorstitle.com

F. All of the other terms, conditions and agreement contained within the Option Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Option Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first set forth above.

OWNER:

JEN TEXAS 27 LLC,
a Texas limited liability company

By: Charles Marsh

Print Name: Charles Marsh

Its: Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this 30 day of June, 2021, before me, the undersigned notary public, personally appeared Charles Marsh, Authorized Signatory of JEN TEXAS 27 LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Daniel Brunner
Notary Public

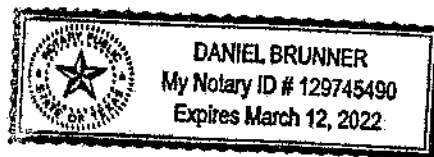


EXHIBIT A

BUILDER:

ASHTON SAN ANTONIO RESIDENTIAL, L.L.C.,
a Texas limited liability companyBy: Damon Lyles
Name: Damon Lyles
Its: Division PresidentSTATE OF TEXAS §
COUNTY OF Bexar §

On this 28 day of June, 2021, before me, the undersigned notary public, personally appeared Damon Lyles, Division President of ASHTON SAN ANTONIO RESIDENTIAL, L.L.C., a Texas limited liability company known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

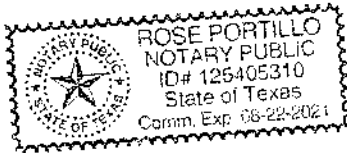
Rose Portillo
Notary Public

EXHIBIT A**Exhibit "A"****LEGAL DESCRIPTION****80.035 ACRES OF LAND**

BEING 80.035 ACRES OF LAND LOCATED IN THE JOSE RAMONA AROCHA SURVEY NUMBER 171, ABSTRACT NUMBER 2, KENDALL COUNTY, TEXAS AND BEING ALL OF THAT CALLED 80.028 ACRE TRACT, AS DESCRIBED IN VOLUME 1086, PAGE 769, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS; SAID 80.035 ACRES BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

BEGINNING, AT A P.K. NAIL IN CONCRETE, LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF OLD FREDERICKSBURG ROAD AND MARKING THE MOST NORTHWESTERLY CORNER OF A 8.621 ACRE TRACT, AS DESCRIBED IN VOLUME 646, PAGE 181, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS;

THENCE, S 00°56'15" E, ALONG THE WESTERLY LINE OF THE SAID 8.621 ACRES, THE WESTERLY LINE OF TRACT II CALLED TO CONTAIN 15.11 ACRES OF LAND, AS DESCRIBED IN DOCUMENT 351105, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS AND THE WESTERLY LINE OF A 3.23 ACRE TRACT, AS DESCRIBED IN DOCUMENT 351103, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, A DISTANCE OF 1,595.50 FEET TO A FOUND ½ INCH IRON ROD, A NORTHERLY CORNER OF TRACT I CALLED TO CONTAIN 28.44 ACRES OF LAND, AS DESCRIBED IN DOCUMENT 351105 OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS;

THENCE, S 76°55'17" W, ALONG THE NORTHERLY LINE OF SAID TRACT I, A DISTANCE OF 916.90 FEET TO A FOUND ½ INCH IRON ROD;

THENCE, S 00°59'36" W, ALONG THE WESTERLY LINE OF THE SAID TRACT I AND THE WEST LINE OF A CALLED 40.00 ACRE TRACT, AS DESCRIBED IN VOLUME 1746, PAGE 321, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, AT A DISTANCE OF 1,224.32 FEET, PASSING A FOUND ½ INCH IRON ROD, IN ALL A TOTAL DISTANCE OF 1,280.32 FEET, TO A POINT LOCATED IN THE MIDDLE OF BALCONES CREEK;

THENCE, ALONG THE MEANDERS OF BALCONES CREEK, THE FOLLOWING BEARINGS AND DISTANCES, TO A POINT:

N 52°30'58" W, A DISTANCE OF 84.63 FEET;

N 70°45'01" W, A DISTANCE OF 137.74 FEET;

S 88°30'42" W, A DISTANCE OF 388.64 FEET;

S 87°53'42" W, A DISTANCE OF 279.65 FEET, THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 00°14'23" E, AT A DISTANCE OF 47.21 FEET PASSING A FOUND ½ INCH IRON ROD, IN ALL A TOTAL DISTANCE OF 521.01 FEET, TO A FOUND ½ INCH IRON ROD;

N 00°41'56" E, A DISTANCE OF 917.50 FEET TO A FOUND ½ INCH IRON ROD;

N 00°28'13" W, A DISTANCE OF 90.30 FEET TO A FOUND ½ INCH IRON ROD;

N 00°44'23" E, A DISTANCE OF 362.04 FEET TO A FOUND ½ INCH IRON ROD WITH "PFEIFFER" CAP MARKING THE SOUTHWESTERLY CORNER OF THAT CALLED 15.01 ACRE TRACT, AS DESCRIBED IN VOLUME 1019, PAGE 618, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS;

THENCE, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID 15.01 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 89°51'30" E, A DISTANCE OF 577.92 FEET TO A FOUND ½ INCH IRON ROD WITH "PFEIFFER" CAP;

EXHIBIT A

N 00°08'32" W, A DISTANCE OF 1,140.56 FEET TO A SET ½ INCH IRON ROD WITH "CUDE" CAP LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF OLD FREDERICKSBURG ROAD;

THENCE, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLD FREDERICKSBURG ROAD, THE FOLLOWING COURSES:

S 88°28'49" E, A DISTANCE OF 362.85 FEET, TO A SET ½ INCH IRON ROD WITH "CUDE" CAP;

S 88°47'56" E, A DISTANCE OF 799.43 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 80.035 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (93).

**LEGAL DESCRIPTION
40.004 ACRES OF LAND**

BEING 40.004 ACRES OF LAND LOCATED IN THE JOSE RAMONA AROCHA SURVEY NUMBER 171, ABSTRACT NUMBER 2, KENDALL COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND CONVEYED TO TONY GARRITANO, AS DESCRIBED IN CORRECTION GENERAL WARRANTY DEED, RECORDED IN VOLUME 1746, PAGE 321, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS; SAID 40.004 ACRES BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

BEGINNING, AT A FOUND 5/8 INCH IRON ROD WITH ORANGE CAP LOCATED IN THE WESTERLY RIGHT OF WAY LINE OF OLD FREDERICKSBURG ROAD AND MARKING THE SOUTHEASTERLY CORNER OF A 28.44 ACRES OF LAND, AS DESCRIBED IN DOCUMENT 351105, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS; SAME BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 00° 44' 25" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF OLD FREDERICKSBURG ROAD, AT A DISTANCE OF 931.70 FEET, PASSING A FOUND ½ INCH IRON ROD, IN ALL A TOTAL DISTANCE OF 1,262.95 FEET, TO A POINT IN THE CENTERLINE OF BALCONES CREEK;

THENCE, ALONG THE MEANDERS OF BALCONES CREEK, THE FOLLOWING BEARINGS AND DISTANCES, TO A POINT:

NORTH 76° 02' 00" WEST, A DISTANCE OF 228.46 FEET;

NORTH 80° 24' 42" WEST, A DISTANCE OF 201.45 FEET;

NORTH 82° 31' 16" WEST, A DISTANCE OF 266.80 FEET;

NORTH 79° 37' 50" WEST, A DISTANCE OF 279.73 FEET;

NORTH 74° 08' 37" WEST, A DISTANCE OF 293.79 FEET;

NORTH 61° 55' 43" WEST, A DISTANCE OF 122.03 FEET;

NORTH 40° 26' 29" WEST, A DISTANCE OF 295.17 FEET;

NORTH 50° 53' 51" WEST, A DISTANCE OF 93.54 FEET, TO A POINT MARKING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT; SAME BEING THE SOUTHEASTERLY CORNER OF A 80.028 ACRES OF LAND, AS DESCRIBED IN VOLUME 1086, PAGE 769, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS;

THENCE, NORTH 00° 59' 36" EAST, ALONG THE COMMON LINE BETWEEN THIS TRACT AND THE SAID 80.028 ACRES, AT A DISTANCE OF 56.00 FEET, PASSING A FOUND ½ INCH IRON ROD, IN ALL A TOTAL DISTANCE OF 667.68 FEET, TO A FOUND ½ INCH IRON ROD WITH ORANGE "JOHN HOWARD SURVEYING" CAP, MARKING THE SOUTHWESTERLY CORNER OF SAID 28.44 ACRE TRACT; SAME BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

EXHIBIT A

THENCE, NORTH 89° 59' 40" EAST, ALONG THE COMMON LINE BETWEEN THIS TRACT AND THE SAID 28.44 ACRE TRACT, A DISTANCE OF 1,619.12 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 40.004 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (93).

EXHIBIT A

**Kendall County
Darlene Herrin
Kendall County
Clerk**

Instrument Number: 358414

eRecording - Real Property

MEMORANDUM

Recorded On: June 30, 2021 04:18 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

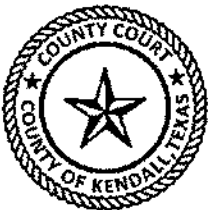
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 358414
Receipt Number: 20210630000073
Recorded Date/Time: June 30, 2021 04:18 PM
User: Harriet S
Station: cclerk01

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.

Darlene Herrin
Kendall County Clerk
Kendall County, TX

Darlene Herrin

EXHIBIT A

FIRST AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT

WHEN RECORDED, RETURN TO:

Texas Investors Title
116 W. Blanco Road, Suite 101
Boerne, Texas 78006
Attn: Bryan Martin

FIRST AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT ("First Amendment"), is entered into as of the 30th day of September 2022, by JEN TEXAS 27 LLC, a Texas limited liability company ("Owner"), and ASHTON SAN ANTONIO RESIDENTIAL L.L.C., a Texas limited liability company ("Builder").

A. On June 30, 2021, the Memorandum of Option Agreement dated June 30, 2021, and executed by Owner and Builder was recorded as Document No. 2021-358414 in the Official Public Records of Kendall County, Texas (the "Memorandum").

B. Certain capitalized words used in this First Amendment and not otherwise defined herein shall have the meanings set forth in the Memorandum.

C. The Option Agreement was amended, and the Memorandum is hereby amended, to provide that the term of the Option shall expire on May 15, 2027.

D. All of the other terms, conditions and agreement contained within the Option Agreement are fully incorporated herein by reference as if fully set forth herein.

[Signatures on following pages]

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Option Agreement as of the date first set forth above.

OWNER:

JEN TEXAS 27 LLC,
a Texas limited liability company

By: Charles Marsh
Print Name: Charles Marsh
Its: Authorized Signatory

STATE OF TEXAS)
COUNTY OF Bexar) ss.

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Charles Marsh, * of JEN TEXAS 27 LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of September 2022.

* Authorized Signatory

My commission expires:

5/4/2024

Laura Barbee
Notary Public in and for the State of Texas

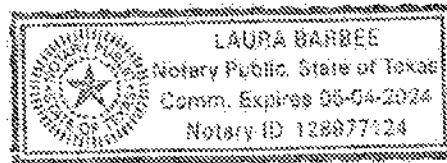


EXHIBIT A

BUILDER:

ASHTON SAN ANTONIO RESIDENTIAL
L.L.C.,

a Texas limited liability company

By:

Damon Hyles

Print Name:

Damon Hyles

Its:

Division President

STATE OF TEXAS

)

) ss.

COUNTY OF

Brewer

)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Damon Hyles, President of ASHTON SAN ANTONIO RESIDENTIAL L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of September 2022.

My commission expires:
Texas

6/28/2026

Notary Public in and for the State of

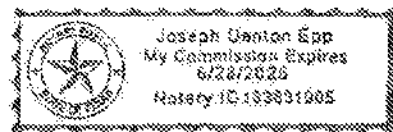


EXHIBIT A

**Kendall County
Darlene Herrin
Kendall County
Clerk**

Instrument Number: 374783

eRecording - Real Property

AGREEMENT

Recorded On: October 14, 2022 04:42 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

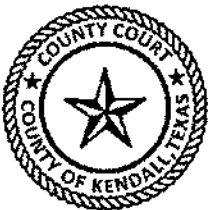
File Information:

Document Number: 374783
Receipt Number: 20221014000057
Recorded Date/Time: October 14, 2022 04:42 PM
User: Paula P
Station: cclerk06

Record and Return To:

ERECORDING PARTNERS
101 W NUEVA

SAN ANTONIO TX



**STATE OF TEXAS
COUNTY OF**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.

Darlene Herrin
Kendall County Clerk
Kendall County, TX

Darlene Herrin