

THE CITY OF INGRAM, TEXAS	)	IN THE MUNICIPAL COURT
V.	)	OF
John T. Sheffield,	{	THE CITY OF INGRAM, TEXAS
Defendant.		

**CITY OF INGRAM’S REPLY TO DEFENDANT’S “NOTICE IN RESPONSE TO
ORDER ON SECOND MOTION FOR DISCOVERY AND INSPECTION OF EVIDENCE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the City of Ingram, Texas, and files this response to Defendant John Sheffield’s “Notice in Response to Order on Second Motion for Discovery and Inspection of Evidence,” and in support whereof, would respectfully show this Court the following:

**I.
DEFENDANT’S CLAIM THAT PROPERTIES HAVE BEEN
IMPROPERLY CLASSIFIED AS “RESIDENTIAL”**

1. Counsel for Defendant continues to urge that the City of Ingram has committed fraud and entered into unauthorized “secret” agreements with certain property owners in the city, to Defendant’s (and his similarly situated co-defendants) detriment, in order to give the “favored” property owners advantageous treatment in obtaining connections to the city’s wastewater system, which “advantageous” treatment has not been made available to the property owners who are at odds with city government, thus violating those opponents’ constitutional rights.
2. These allegations are not only false, but counsel for Defendant’s suggestion that the undersigned counsel is encouraging or condoning attempts by the city to improperly conceal information is wrong and personally offensive.

3.. The group of property owners, including Defendant Sheffield, who are pursuing this line of argument have been pushing this conspiracy theory for nearly the past decade, including, but not limited to:

- a. Attempting to force an election to disincorporate the city;
- b. Defendant Sheffield filing a case in district court (later removed to federal court) claiming violation of his equal protection and first amendment rights in connection with the wastewater system ordinance enforcement;
- c. Pursuing criminal and other complaints with the district attorney, the Kerr County Sheriff, the Texas Rangers, the Attorney General, the EPA, the USDA, our local state representative, and perhaps other governmental and regulatory agencies of which this writer is currently unaware;
- d. Refusing to connect to the system as required;
- e. Refusing to pay the connection fee as required;
- f. Refusing to make application for a payment plan which would allow defendant to connect to the system;
- g. Making numerous false public statements to the press and members of the community about the city's operations regarding wastewater connections;
- h. Claiming that counsel for the city is intentionally misleading the court by "improperly" classifying properties as residential, in order to hide the alleged "secret agreements" that this and the other defendants claim have been entered into by the city.

4. The difference between these properties and Defendant's situation, is that each of these property owners have either connected in accordance with the strict terms of the ordinance, or they have contacted the City and has negotiated with staff in good faith to get connected in a fair and efficient manner. Defendant has not only failed and refused to make any effort to negotiate with the city for his connection, he has consistently, repeatedly, and publicly attacked the city's efforts to gain compliance from him and approximately a dozen other local property owners, who are also currently in litigation with the city over these same issues.

II.
PROPERTIES WERE NOT “IMRPROPERLY CLASSIFIED.”

5. The following recites Defendant’s claims, followed by the city’s response, in **bold**.

Attached hereto as Exhibit “A” are documents supporting those responses.

- A. 3260 Junction Highway – This Diamond 4W, LP property is listed on the Kerr County tax rolls as a commercial property. Is also listed by Brinkman Properties currently “for sale” as commercial property.

Reply: Kerr County does have this property listed as commercial. It was formerly occupied as a rehab facility, which may be considered by Kerr County as commercial, but for purposes of connection, it was a place where people lived, hence its categorization for purposes of connection as “residential.” It is currently being occupied as a single family dwelling.*

- B. 210 Highway 39 – This Diamond 4W, LP property houses the Ole Ingram Social Club, a TABC-licensed restaurant and bar listed on the Kerr County tax roll as containing a commercial component. Upon information and belief, there has not been any individual residing on the property since 2010. Upon further information and belief, this property has not connected to the wastewater system, has not paid any tap or system access fees, and continues to use the existing septic system.

Reply: Kerr County does have this property listed as commercial. It is not connected, and currently vacant, the tenant having moved out in early 2018. There was an easement given to the city over this property, but the easement was not disclosed in earlier discussions, as the property was considered residential. It is anticipated that this property will be connected as residential in Phase III, using USDA funds.*

City Reply to Defendant’s Notice in Response to Order on Second Motion
for Discovery and Inspection of Evidence

- C. 200 Highway 39 – This Diamond 4W, LP property is listed on the Kerr County tax roll as exclusively commercial. Upon information and belief, this property has not connected to the wastewater system, has not paid any tap or system access fees, and continues to use the existing septic system.

Reply: Kerr County does have this property listed as commercial. It is connected to the wastewater system and was connected using grant funds, as it the property contained a building that was both commercial and residential, thus meeting the USDA requirement that the property could be connected as residential if some part of the building was residential.*

- D. 216 Highway 39 – This Diamond 4W, LP property is listed on the Kerr County tax roll as exclusively commercial. Upon information and belief, this property has not connected to the wastewater system, has not paid any tap or system access fees, and continues to use the existing septic field.

Reply: This property is not connected, but will be connected in Phase III as residential. There was an easement given to the city over this property, but the easement was not disclosed in earlier discussions, as the property is considered residential. The property will be connected as residential in Phase III.*

- * **Note that Kerr County tax records' designation of a property as commercial or residential is based on different criteria than that which the city uses for determining whether a property is eligible to be connected to the wastewater system using USDA funds. There is no such thing on the Kerr County tax rolls as "exclusively" or "entirely" commercial. Each property and structure, or "improvement," as the tax rolls identify them, It is either designated as commercial or not. If the property or an improvement on said property is improperly classified on the tax rolls, it is the property owner's responsibility to appeal the designation to the county appraisal district.**

The USDA has strict prohibitions against using its funding to benefit commercial properties; on the other hand, the agency has tried to provide the most generous guidance to what can be considered a “residential” property for purposes of free connections. The agency has authorized connection using USDA funds where structure(s) are served by one septic system, and the location served contains both a commercial and residential component. The designation of a property on the tax rolls as commercial or residential is helpful in making the determination, but is not conclusive as to whether USDA funds can be used to connect.

- E. 105 Highway 39 – This property is listed on the Kerr County tax roll as exclusively commercial.

Reply: See the discussion above regarding the difference between Kerr County tax roll designation and the city’s determination of a property as commercial or residential. This property is Givens Metalcraft Shop. There are apartments upstairs, which qualified the entire building as residential.

- F. 107A Highway 39 – This address is for the West Kerr Current includes a commercial component on the Kerr County tax roll.

Reply: See the discussion above regarding the difference between Kerr County tax roll designation and the city’s determination of a property as commercial or residential. This building houses the West Kerr Current newspaper, with apartments upstairs. It qualifies as residential.

- G. 107B Highway 39 – This address is for Givens Metal Craft and includes a commercial component on the Kerr County tax roll.

Reply: See the discussion above regarding the difference between Kerr County tax roll designation and the city’s determination of a property as commercial or residential. There is only one wastewater account for 107 Hwy 39. The two addresses (107A and 107B) were originally served by one septic system, which was replaced by one residential wastewater connection.

- H. 109 Highway 39 – This address is for Trio restaurant and appears to be an exclusively commercial operation.
- I. 111 Highway 39 – This address is for Bolt Tech Solutions, LLC is on the Kerr County tax roll as exclusively commercial.
- J. 113 Highway 39 - This address is for Tucker-Bass Pump Service and is on the Kerr County tax roll as exclusively commercial.

Reply: Based on information supplied to the city by the owner of all three lots (H, I & J, above), the lots were re-platted into one lot for the purpose of setting up a trust for family members. There were three buildings, but were on one septic system, which was replaced by one wastewater connection.

- K. 123 Highway 39 – This address is for Dr. Buford’s veterinary clinic, and appears on the Kerr County tax roll as part of 119 Highway 39; containing two commercial structures and one residential structure.

Reply: This was previously a commercial property with a residential component, but the commercial business closed January, 2017. The property became solely residential subsequent to business closure, and the residents connected using USDA funds July 13, 2017.

- L. 3292 Junction Highway – This address is for Tri-County Roofing and appears to have connected as a commercial wastewater customer without paying any tap or system access fees.

Reply: This property was connected some years ago, around 2013, and the fee was paid to connect as commercial.

M. 229B Old Ingram Loop – This address is for a metal working shop and appears to have connected as a commercial wastewater customer without paying any tap or system access fees.

Reply: This lot no longer exists. It was combined with two adjacent lots in December, 2018. The fee was paid for connection on this new lot, and wastewater was connected in June, 2018.

III.
CONCLUSION

NOW THEREFORE, PREMISES CONSIDERED, the City of Ingram submits that Defendant's conspiracy theory regarding "secret deals" is certainly not supported by these specific allegations, and the city further submits that there is no evidence at all, other than Defendant's mere allegations, that would support Defendant's position. WHEREFORE, PREMISES CONSIDERED, the City respectfully requests that this Court order Defendant has not shown any basis for raising his constitutional arguments before this court, the venire, or the empaneled jury.

Respectfully Submitted,



Ilse D. Bailey
117 Painted Post Lane
San Antonio, Texas 78231
ilsedbailey@gmail.com
Ph: 210-449-3669
Attorney for the City of Ingram
State Bar No. 01523800

City Reply to Defendant's Notice in Response to Order on Second Motion
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CERTIFICATE OF SERVICE

This is to certify that on Feb. 21, 2020, a true and correct copy of the above and foregoing document was served on the following individuals in the manner required by law:

Roger Gordon

via hand delivery, email, or fax: (512) 692-2533

Attorney for Defendant



ILSE D. BAILEY

B. & D.

17-01086

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Easement Agreement for Water Lines

Date: 15th day of February, 2017

Grantor:

Diamond 4 W, L.P, a Texas Limited Partnership
#7 Citadel
Amarillo, Texas 79124

Grantee:

City of Ingram, Texas
230 Hwy. 39
Ingram, Texas, 78025

Easement Property:

All that certain tract(s) or parcel(s) of land, lying and being situated in the County of Kerr, State of Texas, being out of Survey No. 129, Francisco Trevino, Abstract No. 332, and being more particularly described on Exhibit "A" attached hereto and made part hereof for all purposes.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a certain water line and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: All easements, exceptions and encumbrances of record in Kerr County, Texas, including prior easement to KPUB.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Nonexclusive.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Dominant Estate is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part

of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. In the event the Easement and Facilities need to be relocated for an improvement by Grantor on Grantor's adjoining land then Grantee will relocate said Easement and Facilities, upon written notice by Grantor to Grantee at Grantee's cost within three (3) months after such notice, including execution of amendments to this Easement Agreement.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of Easement Agreement

interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or

Easement Agreement

appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

13. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when

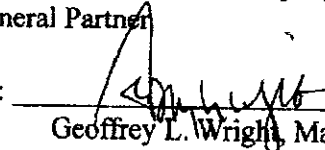
actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR:

DIAMOND 4 W, L.P, a Texas Limited Partnership
BY: D4W MANAGEMENT, LLC, a
Texas limited liability company,
General Partner

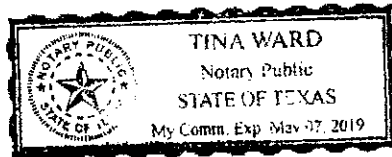
By: 
Geoffrey L. Wright, Manager

#7 Citadel
Amarillo, Texas 79124

STATE OF TEXAS §

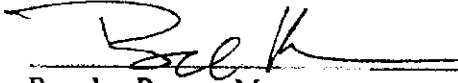
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 13th day of February, 2017, by GEOFFREY L. WRIGHT, Manager of D4W MANAGEMENT, LLC, a Texas limited liability company, General Partner of DIAMOND 4 W, LP, a Texas limited partnership, on behalf of said partnership.



Tina Ward
Notary Public, State of Texas
My commission expires: _____

GRANTEE:

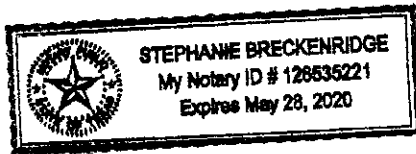


Brandon Rowan, Mayor
City of Ingram, Texas

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 14 day of February, 2017, by Brandon Rowan.





Notary Public, State of Texas
My commission expires: 5.28.2020

✓ AFTER RECORDING RETURN TO:

Office of City Secretary
City of Ingram, Texas
230 Hwy. 39
Ingram, Texas 78025

**METES AND BOUNDS DESCRIPTION
TWENTY (20) FOOT WIDE UTILITY EASEMENT**

Being a Twenty (20) Foot Wide Utility Easement upon, over and across that certain 0.308 acre tract or parcel of land situated in the City of Ingram, Kerr County, Texas; being that certain tract having been conveyed from Ann Davee to OISC, Co. by a Special Warranty Deed With Vendor's Lien executed the 29th day of November, 2010 as recorded in Volume 1817, Page 528, Official Public Records of Kerr County, Texas; being a twenty-foot wide strip abutting, parallel to and centered along the existing overhead utility distribution line traversing across said 0.25 acre tract for it's entire length; and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of that certain 1.16 acre tract or parcel of land situated in the City of Ingram, Kerr County, Texas having been conveyed from First United Presbyterian Church of Ingram to the City of Ingram by a Warranty Deed Reserving Vendor's Lien executed the 29th day of December, 1997 as recorded in Volume 930, Page 806, Real Property Records of Kerr County, Texas; a 1/2" rebar rod found in the east line of Oak Leaf Street, a forty-foot wide public roadway; said 1/2" rebar rod being also the southwest corner of that certain 2.91 acre tract having been conveyed to Jerry B. Stephens by a Special Warranty Deed executed the 2nd day of August, 2002 as recorded in Volume 1206, Page 249, Official Public Records of Kerr County, Texas;

THENCE, along or near a fence with south boundary of said 2.91 acre tract; N 88°20'28" E, 345.62 feet and N 84°11'28" E, 124.81 feet to the northwest corner of said 0.308 acre tract;

THENCE, with the west line of said 0.308 acre tract, S 10°25'00" E, 12.76 feet to the northwest corner and **POINT OF BEGINNING** of the herein described easement,

THENCE, through the interior of said 0.308 acre tract, N 81°00'24" E, 28.58 feet to a point in the east line of said 0.308 acre tract for the northeast corner of the herein described easement;

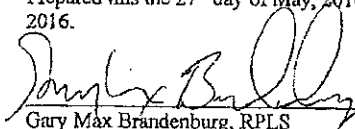
THENCE, with the east line of said 0.308 acre tract; S 10°32'00" E, 20.01 feet to the southeast corner of the herein described easement;

THENCE, through the interior of said 0.308 acre tract with the south line hereof, S 81°00'24" W, 28.63 feet to the west line of said 0.308 acre tract for the southwest corner of the herein described easement;

THENCE, with the west line of said 0.308 acre tract; N 10°25'00" W, 20.01 feet to the **POINT OF BEGINNING**, encumbering 572 sq. ft. of land within the herein described easement.

BEARING BASIS: Rotated to the NE and SE corners (in west R.O.W. Line of Oak Leaf Street) of that 3.045 ac. Tract recorded in Vol. 1020, Pg. 108; S 02°37'02" E

Prepared this the 27th day of May, 2016 from a survey made on the ground on April 27, 2016.



Gary Max Brandenburg, RPLS
Texas Registration No. 5164
GARY MAX BRANDENBURG
LAND SURVEYING
200 Nimitz Drive
Kerrville, Texas 78028
830 928-8220



RE: 210 Hwy 39

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
TWENTY (20) FOOT WIDE UTILITY EASEMENT**

Being a Twenty (20) Foot Wide Utility Easement upon, over and across that certain 0.25 acre tract or parcel of land situated in the City of Ingram, Kerr County, Texas; being "TRACT NUMBER 2" having been conveyed from Merryl Redding to Diamond 4 W, L.P. by a General Warranty Deed executed the 13th day of March, 2013 as recorded in Clerk's File No. 13-01854, Official Public Records of Kerr County, Texas; being a twenty-foot wide strip abutting, parallel to and centered along the existing overhead utility distribution line traversing across said 0.25 acre tract for its entire length; and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of that certain 1.16 acre tract or parcel of land situated in the City of Ingram, Kerr County, Texas having been conveyed from First United Presbyterian Church of Ingram to the City of Ingram by a Warranty Deed Reserving Vendor's Lien executed the 29th day of December, 1997 as recorded in Volume 930, Page 806, Real Property Records of Kerr County, Texas; a 1/2" rebar rod found in the east line of Oak Leaf Street, a forty-foot wide public roadway; said 1/2" rebar rod being also the southwest corner of that certain 2.91 acre tract having been conveyed to Jerry B. Stephens by a Special Warranty Deed executed the 2nd day of August, 2002 as recorded in Volume 1206, Page 249, Official Public Records of Kerr County, Texas;

THENCE, along or near a fence with south boundary of said 2.91 acre tract; N 88°20'28" E, 345.62 feet and N 84°11'28" E, 74.51 feet;

THENCE, with the west line of said 0.25 acre tract, S 10°25'00" E, 15.56 feet to the northwest corner and **POINT OF BEGINNING** of the herein described easement,

THENCE, through the interior of said 0.25 acre tract; N 81°00'24" E, 50.16 feet to a point in the east line of said 0.25 acre tract for the northeast corner of the herein described easement;

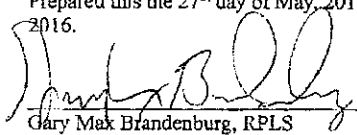
THENCE, with the east line of said 0.25 acre tract; S 10°25'00" E, 20.01 feet to the southeast corner of the herein described easement;

THENCE, through the interior of said 0.25 acre tract with the south line hereof, S 81°00'24" W, 50.16 feet to the west line of said 0.25 acre tract for the southwest corner of the herein described easement;

THENCE, with the west line of said 0.25 acre tract; N 10°25'00" W, 20.01 feet to the **POINT OF BEGINNING**, encumbering 1003 sq. ft. of land within the herein described easement.

BEARING BASIS: Rotated to the NE and SE corners (in west R.O.W. Line of Oak Leaf Street) of that 3.045 ac. Tract recorded in Vol. 1020, Pg. 108; S 02°37'02" E

Prepared this the 27th day of May, 2016 from a survey made on the ground on April 27, 2016.


Gary Max Brandenburg, RPLS
Texas Registration No. 5164
GARY MAX BRANDENBURG
LAND SURVEYING
200 Nimitz Drive
Kerrville, Texas 78028
830 928-8220



RF: 214 Hwy 39

**METES AND BOUNDS DESCRIPTION
TWENTY (20) FOOT WIDE UTILITY EASEMENT**

Being a Twenty (20) Foot Wide Utility Easement upon, over and across that certain 0.3893 acre tract or parcel of land situated in the City of Ingram, Kerr County, Texas; being "TRACT NUMBER 1" having been conveyed from Merryl Redding to Diamond 4 W, LP by a General Warranty Deed executed the 13th day of March, 2013 as recorded in Clerk's File No. 13-01854, Official Public Records of Kerr County, Texas; being a twenty-foot wide strip abutting, parallel to and centered along the existing overhead utility distribution line traversing across said 0.3893 acre tract for it's entire length; and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of that certain 1.16 acre tract or parcel of land situated in the City of Ingram, Kerr County, Texas having been conveyed from First United Presbyterian Church of Ingram to the City of Ingram by a Warranty Deed Reserving Vendor's Lien executed the 29th day of December, 1997 as recorded in Volume 930, Page 806, Real Property Records of Kerr County, Texas; a 1/2" rebar rod found in the east line of Oak Leaf Street, a forty-foot wide public roadway; said 1/2" rebar rod being also the southwest corner of that certain 2.91 acre tract having been conveyed to Jerry B. Stephens by a Special Warranty Deed executed the 2nd day of August, 2002 as recorded in Volume 1206, Page 249, Official Public Records of Kerr County, Texas;

THENCE, along or near a fence with south boundary of said 2.91 acre tract;
N 88°20'28" E, 345.62 feet to the northwest corner of said 0.3893 acre tract;

THENCE, with the west line of said 0.3893 acre tract, S 10°18'00" E, 19.69 feet to the northwest corner and **POINT OF BEGINNING** of the herein described easement,

THENCE, through the interior of said 0.3893 acre tract; N 81°00'24" E, 74.74 feet to a point in the east line of said 0.3893 acre tract for northeast corner of the herein described easement;

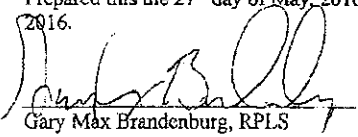
THENCE, with the east line of said 0.3893 acre tract; S 10°25'00" E, 20.01 feet to the southeast corner of the herein described easement;

THENCE, through the interior of said 0.3893 acre tract with the south line hereof, S 81°00'24" W, 74.59 feet and S 76°10'31" W, 0.19 feet to the west line of said 0.3893 acre tract for the southwest corner of the herein described easement;

THENCE, with the west line of said 0.3893 acre tract; N 10°18'00" W, 20.02 feet to the **POINT OF BEGINNING**, encumbering 1495 sq. ft. of land within the herein described easement.

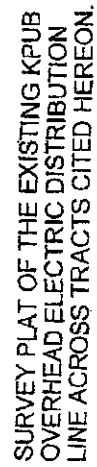
BEARING BASIS: Rotated to the NE and SE corners (in west R.O.W. Line of Oak Leaf Street) of that 3.045 ac. Tract recorded in Vol. 1020, Pg. 108; S 02°37'02" E

Prepared this the 27th day of May, 2016 from a survey made on the ground on April 27, 2016.


Gary Max Brandenburg, RPLS
Texas Registration No. 5164
GARY MAX BRANDENBURG
LAND SURVEYING
200 Nimitz Drive
Kerrville, Texas 78028
830 928-8220



RE: 216 Hwy 39





FILED AND RECORDED
At 1:30 o'clock AM
STATE OF TEXAS
COUNTY OF KERR

February 14, 2017

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.

Rebecca Edlin County Clerk

James K. Smith Deputy

E., F. &G.

Kerr CAD

2019

Property

Account

Property ID: 32664
 Geographic ID: 5320-0030-003000
 Type: Real
 Property Use Code:
 Property Use Description:

Legal Description: MOSEL BLK 2A LOT 3
 Zoning:
 Agent Code:

Location

Address: 107 HWY 39
 TX
 Mapsco:
 Map ID: S5320

Neighborhood:
 Neighborhood CD:

Owner

Name: GIVENS, BILL
 Mailing Address: 107B HIGHWAY 39
 INGRAM, TX 78025-3298

Owner ID: 572195
 % Ownership: 100.000000000000%

Exemptions: HS, OTHER

Values

(+) Improvement Homesite Value:	+	\$72,938	
(+) Improvement Non-Homesite Value:	+	\$22,302	
(+) Land Homesite Value:	+	\$12,240	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$107,480	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$107,480	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$107,480	

Taxing Jurisdiction

Owner: GIVENS, BILL
 % Ownership: 100.000000000000%
 Total Value: \$107,480

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceilin
CAD	Central Appraisal District	0.000000	\$107,480	\$107,480	\$0.00	
CIN	CITY OF INGRAM	0.529000	\$107,480	\$107,480	\$568.57	
FD1	KERR CO EMERG SERV DIST #1	0.021500	\$107,480	\$107,480	\$23.11	
GKR	KERR COUNTY	0.482700	\$107,480	\$107,480	\$506.03	\$398.3
RLT	LATERAL ROADS	0.032300	\$107,480	\$104,480	\$33.74	\$26.5
SIN	INGRAM I.S.D.	1.175000	\$107,480	\$72,480	\$851.64	\$624.7
UGR	UPPER GUADALUPE RIVER AUTHORITY	0.021400	\$107,480	\$107,480	\$23.00	
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	0.007400	\$107,480	\$107,480	\$7.95	
Total Tax Rate:		2.269300				

Taxes w/Current Exemptions: \$2,014.04

Taxes w/o Exemptions: \$2,439.04

Improvement / Building

Improvement #1: Residential **State Code:** A1 **Living Area:** 1864.0 sqft **Value:** \$72,938

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA		F3			932.0
MA2	ACAD CONV CODE: MA2	F3			932.0
PO	ACAD CONV CODE: PO	F3			704.0
OP	ACAD CONV CODE: OP	F3			114.0
CP	conv code CP	F3			868.0
WD	ACAD CONV CODE: WD	F3			868.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** 758.0 sqft **Value:** \$22,302

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA		OFAD	CB		758.0
ASP	ASHPALT	ASPH3		0	2400.0
OP	ACAD CONV CODE: OP	OFAD			110.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	0.1405	6120.00	0.00	0.00	\$12,240	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$95,240	\$12,240	0	107,480	\$0	\$107,480
2018	\$95,240	\$12,240	0	107,480	\$0	\$107,480
2017	\$95,240	\$12,240	0	107,480	\$0	\$107,480
2016	\$92,426	\$12,240	0	104,666	\$0	\$104,666
2015	\$92,426	\$12,240	0	104,666	\$0	\$104,666
2014	\$92,426	\$12,240	0	104,666	\$0	\$104,666
2013	\$91,586	\$12,240	0	103,826	\$0	\$103,826
2012	\$91,586	\$12,240	0	103,826	\$0	\$103,826
2011	\$91,586	\$12,240	0	103,826	\$0	\$103,826
2010	\$91,586	\$12,240	0	103,826	\$0	\$103,826
2009	\$91,586	\$12,240	0	103,826	\$0	\$103,826
2008	\$91,586	\$12,240	0	103,826	\$0	\$103,826
2007	\$92,040	\$12,240	0	104,280	\$0	\$104,280
2006	\$85,812	\$12,240	0	98,052	\$0	\$98,052

Deed History - (Last 2 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/28/2004	WD	Warranty Deed	PETSCHE, A E PROPERTY, INC	GIVENS, BILL	1405	0177	0
2	4/11/2003	WD	Warranty Deed	RISINGER, LOUIS JOHN	PETSCHE, A E PROPERTY, INC	1263	0145	0

Tax Due

Property Tax Information as of: 02/19/2020

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due

Kerr CAD

2019



Property

Account

Property ID: 16842 Legal Description: ABS A0332 TREVINO, SUR 129,BLOCK (PT MOSEL ADDN),ACRES 0.227

Geographic ID: 0332-0129-016800 Zoning:

Type: Real Agent Code:

Property Use Code:

Property Use Description:

Location

Address: 107 HIGHWAY 39 Mapsco:

TX

Neighborhood: Map ID: L26

Neighborhood CD:

Owner

Name: GIVENS, BILL Owner ID: 572195

Mailing Address: 107B HIGHWAY 39 % Ownership: 100.0000000000%

INGRAM, TX 78025-3298

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$5,043	
(+) Improvement Non-Homesite Value:	+	\$22,984	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$13,843	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$41,870	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$41,870	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$41,870	

Taxing Jurisdiction

Owner: GIVENS, BILL

% Ownership: 100.0000000000%

Total Value: \$41,870

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	0.000000	\$41,870	\$41,870	\$0.00
CIN	CITY OF INGRAM	0.529000	\$41,870	\$41,870	\$221.49
FD1	KERR CO EMERG SERV DIST #1	0.021500	\$41,870	\$41,870	\$9.00
GKR	KERR COUNTY	0.482700	\$41,870	\$41,870	\$202.10
RLT	LATERAL ROADS	0.032300	\$41,870	\$41,870	\$13.52
SIN	INGRAM I.S.D.	1.175000	\$41,870	\$41,870	\$491.97
UGR	UPPER GUADALUPE RIVER AUTHORITY	0.021400	\$41,870	\$41,870	\$8.96
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	0.007400	\$41,870	\$41,870	\$3.10
Total Tax Rate:		2.269300			

Taxes w/Current Exemptions: \$950.14

Taxes w/o Exemptions: \$950.16

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 2080.0 sqft **Value:** \$22,984

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA		SGAF		2004	2080.0

Improvement #2: Residential **State Code:** A1 **Living Area:** sqft **Value:** \$5,043

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
STG	ACAD CONV CODE: STG	F4P		0	484.0
CP	conv code CP	F4P			902.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	C2	C2	0.2270	9888.00	0.00	0.00	\$13,843	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$28,027	\$13,843	0	41,870	\$0	\$41,870
2018	\$28,027	\$13,843	0	41,870	\$0	\$41,870
2017	\$28,027	\$13,843	0	41,870	\$0	\$41,870
2016	\$28,027	\$13,843	0	41,870	\$0	\$41,870
2015	\$28,027	\$13,843	0	41,870	\$0	\$41,870
2014	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2013	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2012	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2011	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2010	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2009	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2008	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2007	\$29,310	\$13,843	0	43,153	\$0	\$43,153
2006	\$29,310	\$13,843	0	43,153	\$0	\$43,153

Deed History - (Last 2 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/28/2004	WD	Warranty Deed	PETSCHE, A E PROPERTY, INC	GIVENS, BILL	1405	0177	0
2	4/11/2003	WD	Warranty Deed	RISINGER, LOUIS JOHN	PETSCHE, A E PROPERTY, INC	1263	0145	0

Tax Due

Property Tax Information as of 02/19/2020

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Kerr CAD

2019



Property

Account

Property ID: 32663 Legal Description: MOSEL BLK 2A LOT 2
 Geographic ID: 5320-0030-002000 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 105 W HWY 39 Mapsco:
 Neighborhood:
 Neighborhood CD: Map ID: S5320

Owner

Name: GIVENS, BILL Owner ID: 572195
 Mailing Address: 107B HIGHWAY 39 % Ownership: 100.0000000000%
 INGRAM, TX 78025-3298

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$59,550	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$10,200	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$69,750	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$69,750	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$69,750	

Taxing Jurisdiction

Owner: GIVENS, BILL
 % Ownership: 100.0000000000%
 Total Value: \$69,750

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	0.000000	\$69,750	\$69,750	\$0.00
CIN	CITY OF INGRAM	0.529000	\$69,750	\$69,750	\$368.98
FD1	KERR CO EMERG SERV DIST #1	0.021500	\$69,750	\$69,750	\$15.00
GKR	KERR COUNTY	0.482700	\$69,750	\$69,750	\$336.68
RLT	LATERAL ROADS	0.032300	\$69,750	\$69,750	\$22.53
SIN	INGRAM I.S.D.	1.175000	\$69,750	\$69,750	\$819.57
UGR	UPPER GUADALUPE RIVER AUTHORITY	0.021400	\$69,750	\$69,750	\$14.93
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	0.007400	\$69,750	\$69,750	\$5.16
Total Tax Rate:		2.269300			

Taxes w/Current Exemptions: \$1,582.85

Taxes w/o Exemptions: \$1,582.84

Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	2556.0 sqft	Value: \$59,550
	Type	Description	Class CD	Exterior Wall	Year Built	SQFT
	MA		POPF	SVT	0	2190.0
	CNPY	CANOPY	CNPY		0	366.0
	ASP	ASHPALT	ASPH2		0	1575.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	0.1171	5100.00	0.00	0.00	\$10,200	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$59,550	\$10,200	0	69,750	\$0	\$69,750
2018	\$59,550	\$10,200	0	69,750	\$0	\$69,750
2017	\$59,550	\$10,200	0	69,750	\$0	\$69,750
2016	\$59,550	\$10,200	0	69,750	\$0	\$69,750
2015	\$59,550	\$10,200	0	69,750	\$0	\$69,750
2014	\$83,792	\$10,200	0	93,992	\$0	\$93,992
2013	\$83,494	\$10,200	0	93,694	\$0	\$93,694
2012	\$83,494	\$10,200	0	93,694	\$0	\$93,694
2011	\$83,494	\$10,200	0	93,694	\$0	\$93,694
2010	\$83,494	\$10,200	0	93,694	\$0	\$93,694
2009	\$83,494	\$10,200	0	93,694	\$0	\$93,694
2008	\$83,494	\$10,200	0	93,694	\$0	\$93,694
2007	\$84,342	\$10,200	0	94,542	\$0	\$94,542
2006	\$76,766	\$10,200	0	86,966	\$0	\$86,966

Deed History - (Last 2 Deed Transactions)

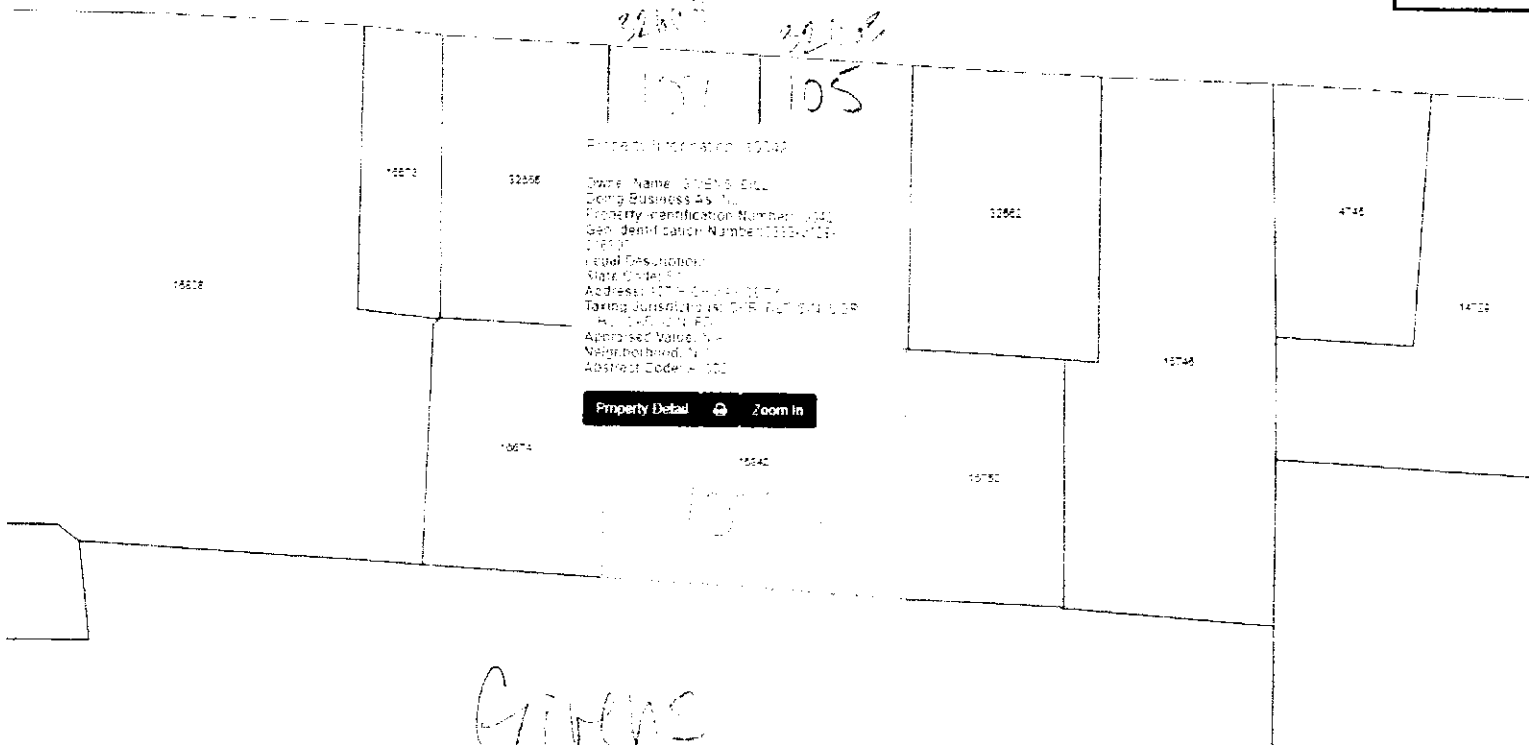
#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/28/2004	WD	Warranty Deed	PETSCHE, A E PROPERTY, INC	GIVENS, BILL	1405	0177	0
2	4/11/2003	WD	Warranty Deed	RISINGER, LOUIS JOHN	PETSCHE, A E PROPERTY, INC	1263	0145	0

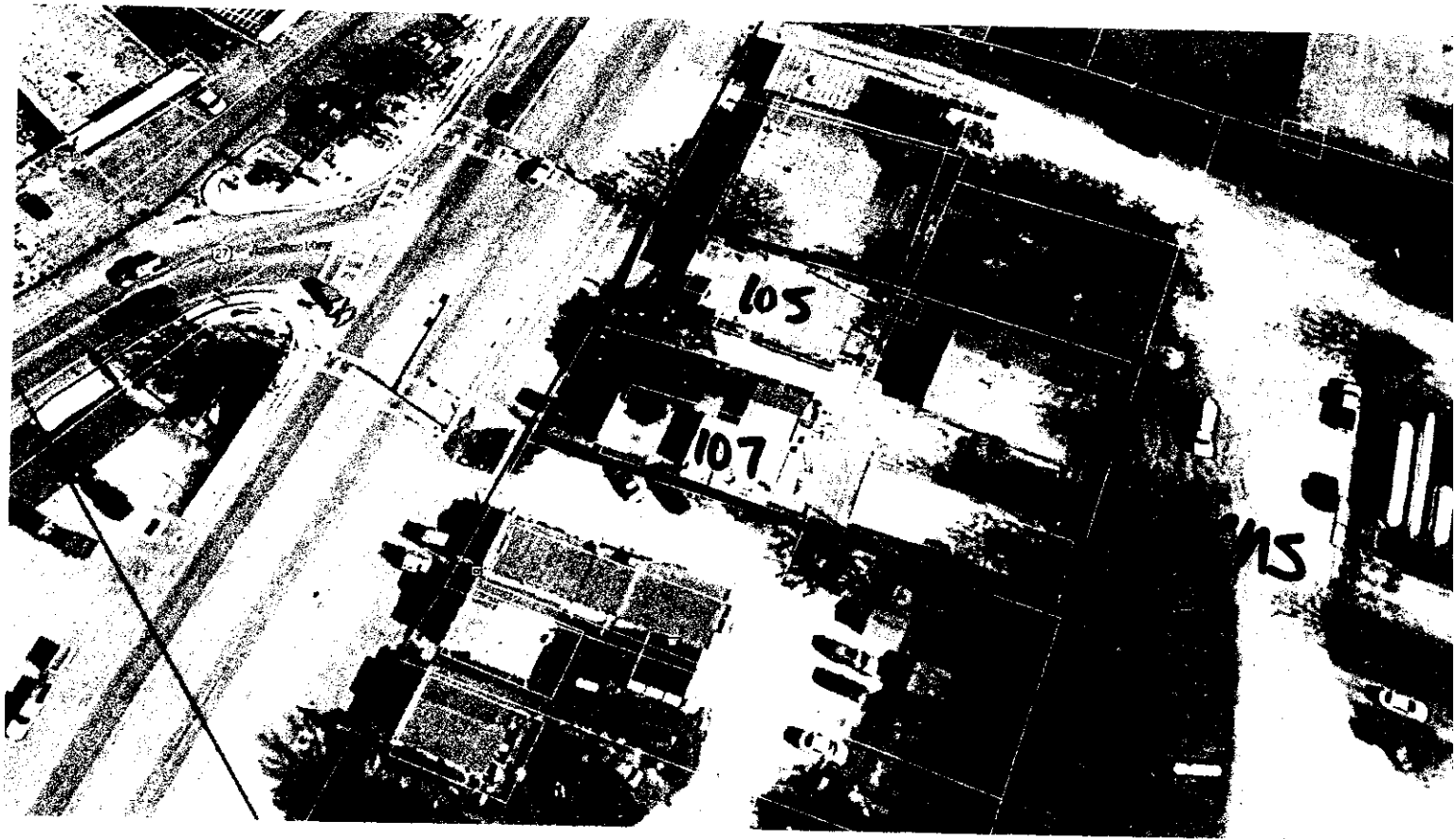
Tax Due

Property Tax Information as of 02/19/2020

Amount Due if Paid on: 2/19/2020

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.								





H., I., & J.

10

The following is a list of the lands owned by the State of Alabama, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

The lands are classified as follows:

1. Lands owned by the State of Alabama, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

2. Lands owned by the United States, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

3. Lands owned by private individuals, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

4. Lands owned by corporations, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

5. Lands owned by the Federal Government, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

6. Lands owned by the State of Alabama, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

7. Lands owned by the United States, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

8. Lands owned by private individuals, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

9. Lands owned by corporations, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

10. Lands owned by the Federal Government, and the amount of the same, as reported by the Commissioner of the General Land Office, for the year 1900.

K.

CITY OF INGRAM
230 Hwy 39
Ingram TX 78025
(830)367-5115

INVOICE

Date	Invoice #
01/01/2017	1387

Bill To:

Dr. Carlee Buford
Ingram Veterinary Clinic
PO Box 622
Ingram TX 78025

Due Date

01/31/2017

Terms:

NET 30 DAYS

Item Code	Description	Net Amount
BusReg	BusReg <i>business closed - we retired!</i> <i>Dr. Buford</i>	10.00
TOTAL		10.00

L.

Kerr CAD

2020 - Values not available ⇅

Property

Account

Property ID: 32647
 Geographic ID: 5320-0020-001000
 Type: Real
 Property Use Code:
 Property Use Description:

Legal Description: MOSEL BLK 1A LOT 1, 2 PT
 Zoning:
 Agent Code:

3292 Junction Hwy

Location

Address: 3296 JUNCTION HWY TX
 Mapsco:
 Neighborhood:
 Map ID: 55320
 Neighborhood CD:

Owner

Name: BROKEN ARROW RANCH, INC
 Owner ID: 49284
 Mailing Address: 3296 JUNCTION HWY
 % Ownership: 100.0000000000%
 INGRAM, TX 78025-0530

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: BROKEN ARROW RANCH, INC
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CIN	CITY OF INGRAM	N/A	N/A	N/A	N/A
FD1	KERR CO EMERG SERV DIST #1	N/A	N/A	N/A	N/A
GKR	KERR COUNTY	N/A	N/A	N/A	N/A
RLT	LATERAL ROADS	N/A	N/A	N/A	N/A
SIN	INGRAM I.S.D.	N/A	N/A	N/A	N/A
UGR	UPPER GUADALUPE RIVER AUTHORITY	N/A	N/A	N/A	N/A
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions: N/A

Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	2125.0 sqft	Value:	N/A
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
→ MA		IOES		0	546.0		
→ MA		MRPF		0	754.0		
→ MA		IOAS		0	825.0		
→ CP	conv code CP	CP		0	255.0		
→ ASP	ASHPALT	ASPH2		0	770.0		

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	0.2298	10010.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$30,172	\$20,020	0	50,192	\$0	\$50,192
2018	\$30,172	\$20,020	0	50,192	\$0	\$50,192
2017	\$30,172	\$20,020	0	50,192	\$0	\$50,192
2016	\$30,172	\$20,020	0	50,192	\$0	\$50,192
2015	\$30,172	\$20,020	0	50,192	\$0	\$50,192
2014	\$32,992	\$20,020	0	53,012	\$0	\$53,012
2013	\$30,944	\$20,020	0	50,964	\$0	\$50,964
2012	\$30,944	\$20,020	0	50,964	\$0	\$50,964
2011	\$30,944	\$20,020	0	50,964	\$0	\$50,964
2010	\$30,944	\$20,020	0	50,964	\$0	\$50,964
2009	\$30,944	\$20,020	0	50,964	\$0	\$50,964
2008	\$30,944	\$20,020	0	50,964	\$0	\$50,964
2007	\$28,298	\$20,020	0	48,318	\$0	\$48,318
2006	\$26,030	\$20,020	0	46,050	\$0	\$46,050

M.



1. The basis of bearing for this survey is GMD north, based on GNSP P18, as determined by the N.A.C. 83, Texas State Plane Coordinate System, South Central zone 4204.
2. This survey conforms to Texas Board of Professional Land Surveying minimum standards for property location surveys.
3. The entire tract lies within the boundaries of a special flood hazard area designated as "Zone AE" as indicated on the flood insurance rate map (FIRM) #44265-04A555 dated March 3, 2001.
4. Where surveyed or computed courses differ from those of record, the courses is expressed in parentheses, i.e. 1680.00' (1680.00').

5. This survey and report conducted of the request of DIAMOND & W. L.P., a Texas limited partnership, 3204 Parker, Amarillo, Texas 79109.

This Survey was conducted according to information in the following documents: Special Warranty Deed, Vol. 1502, Page 715; Warranty Deed, Volume 1256, Page 359; Warranty Deed, Volume 582, Page 732; Warranty Deed, Volume 1115, Page 674; Deed of Official Record, Vol. 1115, Page 1717; and Warranty Deed, Vol. 1115, Page 1717. A Title Report was not provided by the client for this survey. A Title search/report may contain information affecting this survey.

This plot represents a boundary survey only. All easements shown herein with reference to record information available at the time of this survey, encumbrances or encumbrances affecting this boundary may exist. Texas One Call System should be contacted prior to any excavation or construction.

Based on field surveys conducted on the ground 9/28-29 & 10/18 2018

Prior to construction on any lot, the owner shall contact Kern County OSSF designated representative. All lots in this subdivision are required to comply with all current and future OSSF regulations adopted by Kern County. Individual OSSF systems selection must be made in conjunction with the Site Evaluation with respect to the individual site permitting process, in accordance with the TAC, Chapter 285.

STATE OF TEXAS, §

! da berebny cartilo

This plot is a true and accurate representative of the property described and platted hereon as determined from an actual survey of the property made on the ground under my direction and supervision.

The parcels plotted hereon are within the City of Ingram.

The parcels platted hereon are within the 100 year flood plain, Flood Zone AE according to Flood Insurance Rate map Community Panel No. 48265C0455F, dated March 3, 2011 for San County, Texas.

EC 19, 2018
Date: R. Scott McIntosh, Sr.
Registered Professional Land Surveyor No. 5007

REPLAT OF PORTIONS OF THE FRANCISCO TREVINO SURVEY #180, ABSTRACT No. 333
CONSISTING OF 3.79 ACRES IN TOTAL

WITHIN THE CITY OF INGRAM, KERR COUNTY, TEXAS

WELLBORN

211 GOLDEN VALLEY
SURVEYING
4" www.goldenvalley.com

PROJECT:	SCALE:	FIELD:	DRAFTING:	CHECKED:
WFS: 16-05-1	1" = 40'	CCJLS	PM	RM

LAST FIELD VISIT: 10.16.2018
LAST DRAFT REVISION: 11.05.2018

SHEET NO. 1 OF 1

