

HGCD #PENDING

State of Texas
WATER WELL REPORT

Send original copy by certified mail to the Texas Department of Water Resources P. O. Box 13087 Austin, Texas 78711

For TDWR use only
Well No. 56-63-7F
Located on map yes
Received: C.F.S.

ATTENTION OWNER: Confidentiality Privilege Notice on Reverse Side

1) OWNER Sam Cowden Address 2801 Sheppard-Rees Rd Kennelville, TX
(Name) (Street or RFD) (City) (State) (Zip)

2) LOCATION OF WELL:
County Waco 5 miles in W direction from Kennelville
(N.E., S.W., etc.) (Town)

Legal description:
Section No. _____ Block No. _____ Township _____
Abstract No. _____ Survey Name _____
Distance and direction from two intersecting section or survey lines _____

See attached map.

3) TYPE OF WORK (Check):
 New Well Deepening Reconditioning Plugging

4) PROPOSED USE (Check):
 Domestic Industrial Public Supply Irrigation Test Well Other _____

5) DRILLING METHOD (Check):
 Air Rotary Mud Rotary Air Hammer Driven Bored Cable Tool Jetted Other _____

6) WELL LOG:
Date drilled 6-10-80

DIAMETER OF HOLE		
Dia. (in.)	From (ft.)	To (ft.)
<u>6 1/2</u>	Surface	<u>155</u>

7) BOREHOLE COMPLETION:
 Open Hole Straight Wall Underreamed
 Gravel Packed Other _____
If Gravel Packed give interval . . . from _____ ft. to _____ ft.

From (ft.)	To (ft.)	Description and color of formation material	Dia. (in.)	New or Used	Steel, Plastic, etc. Perf., Slotted, etc. Screen Mgf., if commercial	Setting (ft.)		Gage Casing Screen
						From	To	
<u>0</u>	<u>2</u>	<u>soil & caliche</u>						
<u>2</u>	<u>5</u>	<u>gray lime</u>						
<u>5</u>	<u>20</u>	<u>white lime</u>	<u>7 1/4</u>		<u>steel</u>	<u>0</u>	<u>3</u>	<u>40</u>
<u>20</u>	<u>90</u>	<u>yellow lime</u>						
<u>80</u>	<u>100</u>	<u>nostracynns</u>						
<u>100</u>	<u>155</u>	<u>broken line</u>						

8) CASING, BLANK PIPE, AND WELL SCREEN DATA:

CEMENTING DATA
Cemented from _____ ft. to _____ ft.
Method used _____
Cemented by _____ (Company or Individual)

9) WATER LEVEL:
Static level 112 ft. below land surface Date 6-10-80
Artesian flow _____ gpm. Date _____

10) PACKERS: Type _____ Depth _____

11) TYPE PUMP:
 Turbine Jet Submersible Cylinder
 Other _____
Depth to pump bowls, cylinder, jet, etc., _____ ft.

12) WELL TESTS:
 Type Test: Pump Bailor Jetted Estimated
Yield: 15 gpm with no ft. drawdown after 1 hrs.

13) WATER QUALITY:
Did you knowingly penetrate any strata which contained undesirable water? Yes No
If yes, submit "REPORT OF UNDESIRABLE WATER"
Type of water? _____ Depth of strata _____
Was a chemical analysis made? Yes No

I hereby certify that this well was drilled by me (or under my supervision) and that each and all of the statements herein are true to the best of my knowledge and belief.

NAME J.K. Edmonds Water Well Drillers Registration No. 74
(Type or Print)

ADDRESS 1315 Junction Hwy Kennelville, TX 78028
(Street or RFD) (City) (State) (Zip)

(Signed) J.K. Edmonds Edmonds Daily Co.
(Water Well Driller) (Company Name)

Please attach electric log, chemical analysis, and other pertinent information, if available.

WATER WELL AGREEMENT

This Water Well Agreement is entered into this ¹² 26 day of JANUARY, 2023, by ANNA M. COLLINGS (hereinafter referred to as "Collings") to and for the benefit of RICHARD SAHLI (hereinafter referred to as "Sahli").

A. Collings is simultaneously conveying to Sahli that certain real property situated in Kerr County, Texas, which is more particularly described as:

Lot 15-B, Soledad Springs Estates, a subdivision of Kerr County, Texas, according to the replat for Lot 15, as recorded in Document No. 23-0040, Official Public Records of Kerr County, Texas, (herinafter "Sahli Property").

B. There currently exists upon the property owned by Collings, which is adjacent to the Sahli Property, a water well and water lines and facilities which provide water to the Sahli Property and to Sahli, which water well and lines and facilities are located on the property described as:

Lot 15-A, Soledad Springs Estates, a subdivision of Kerr County, Texas, according to the replat for Lot 15, as recorded in Document No. 23-0040, Official Public Records of Kerr County, Texas, (herinafter "Well Tract").

C. Collings has agreed and desires to enter into this Agreement whereby Collings would grant the right and easement to use said well, lines and facilities and the Well Tract.

NOW, THEREFORE, for and in consideration of the premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Collings hereby grants and conveys to Sahli the right, privilege and easement to use and enjoy, and to obtain and receive water from the water well, lines and facilities located on the Well Tract and the right, privilege and easement of ingress and egress on, over and across the Well Tract for such purposes. Sahli shall have the right to receive water from said water well and facilities and lines and such right and easement shall be a covenant running with the Sahli Property and shall be binding and enforceable against Collings and Collings' heirs, successors or assigns.

Collings and the owners of the Well Tract shall be responsible for the use and operation of the well, well facilities and water system on the Well Tract. Collings and Collings' heirs, successors and assigns and Sahli and Sahli's heirs, successors and assigns shall be equally responsible for all costs and expenses incident to such water well and facilities and lines and the production of water, including but not limited to, maintenance and repair

expense, replacement of pumps, electrical utility charges, and any expenses incident to compliance with regulations of the Texas Department of Health. Collings further agrees that Sahli and the owner(s) of the Sahli Property shall have the right to use and appropriate the water from the water well and water well facilities and lines in exchange for payment of one-half of the charges and expenses related to said Well and water. Collings and Collings' heirs, successors and assigns agree that said water well, lines or facilities shall be maintained by Collings in good operating order and repair and in the event same is not in good repair and operating order or the water supply contemplated hereby and furnished thereby shall fail or cease for any reason, then in such event Collings at Collings' expense shall repair the same such that said water well, lines and facilities and the water supply therefrom shall be adequate to furnish water of a quantity and quality sufficient for the normal and every day usage of the improvements located on the Sahli Property. Upon request, Sahli and Sahli's heirs, successors and assigns shall reimburse Collings and Collings' heirs successors and assigns for one half of any said costs of repair and/or maintenance. In the event Collings shall fail to cause such water well and such water system to be so maintained, Sahli may undertake and perform same in which event Collings shall be liable to Sahli for one-half of actual expenses incurred thereby.

Collings grants Sahli an easement over and across the Well Tract for ingress and egress on the Well Tract in order to construct, maintain, extend, repair, replace or take any action regarding said water well and any pipes, facilities or equipment used in connection therewith. Sahli shall have the right to enter upon the Well Tract at any time to repair or maintain the water well, line and facilities in the event Collings fails to maintain same.

This Agreement is performable in Kerr County, Texas.

Any defaulting party hereunder shall be liable to any non-defaulting party hereunder for all costs, expenses, court costs, and attorney's fees arising from such default or from seeing enforcement of or interpretation of this Agreement. The parties further agree that the water rights created pursuant to this Agreement shall bind Collings and the owners of the Well Tract, shall run with the properties affected thereby and shall inure to the benefit of Sahli, their heirs, legal representatives, successors and assigns and the from time to time owners of the Sahli Property. The terms, covenants and provisions hereof shall

be binding upon, and shall inure to the benefit of Sahli and Collings and their respective heirs, successors and assigns.

FURTHER, the Well within the Well Tract shown on the revision of Plat for Lot 15 of Soledad Springs Estates recorded in File No. 23-00400 of the Official Public Records of Kerr County, Texas will service both Lots 15-A and 15-B. The well is classified as a permitted well (non-public water system) and well production is subject to the Rules of Headwaters Groundwater Conservation District. The owners of Lots 15-A and 15-B of Soledad Springs Estates recorded in File No. 23-00400 of the Official Public Records of Kerr County, Texas will share undivided interest in the ownership of the well and Well Tract shown on the recorded plat.

FURTHER, Sahli shall have no obligation to pay any fees as designated herein or associated with the Well or Well tract until Sahli begins construction on said Sahli Property.

EXECUTED this 26 day of JANUARY, 2023.

Anna M. Collings
ANNA M. COLLINGS

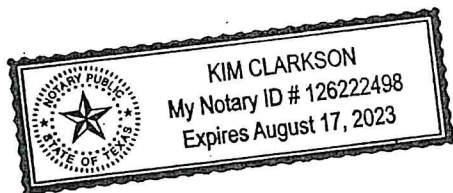
Richard Sahli
RICHARD SAHLI

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 26 day of JANUARY __, 2023, by ANNA M. COLLINGS



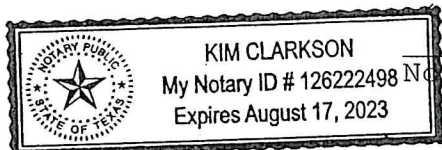
Kim Clarkson
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 26
day of JANUARY __, 2019, by RICHARD SAHLI



Kim Clarkson

Notary Public, State of Texas

FILED BY and RETURN TO:
Kerr County Abstract & Title Co.
712 Earl Garrett Street
Kerrville, Texas 78028