

PUBLIC NOTICE: RIESEL CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **REGULAR** meeting on **Tuesday, SEPTEMBER 15TH, 2026 at 6:30 PM** at Riesel City Hall, 104 N Hwy 6, to discuss the following matters:

1. **Call to Order; Confirm Quorum; Invocation & Pledge of Allegiance**
2. **Consent Agenda:** Consent Items are considered routine by the City Council and will be acted upon by one motion to approve all items listed below. There will be no separate discussion of these items other than asking simple questions for clarification. Any Councilmember may request that an item be removed from the Consent Agenda for separate consideration.
 - a.) Approval of Minutes from Council Meeting on: 8/18/26, 8/31/2026 & 9/1/2026
 - b.) Payment of Bills/Payroll & Monthly Financial Report
 - c.) Payment of Invoices to Haley & Olson for legal services, contract negotiations, and drafting of documents and contracts for the Arsenic Mitigation Project
 - d.) Payment of 4 Invoices to STV Engineers for the Arsenic Mitigation Project
 - a. INVOICE#D013656.1-34 for \$91,970.21
 - b. INVOICE#D013656.1-35 for \$60,455.13
 - c. INVOICE#D013656.1-36 for \$36,331.48
 - d. INVOICE#D013656.1-37 for \$16,357.78
3. **Visitors' Comments:** This is an opportunity for visitors to bring any item to the City Council's attention. Comments limited to 3 minutes per visitor. No deliberation may be held on the matter, except limited to a proposal to put the subject on the agenda for a subsequent meeting.
4. **BASF AGREEMENTS:** Discussion and action on Lease Agreement, Memorandum of Agreement, waterline easement, temporary construction easement and other easements, agreements and documents necessary for the acquisition of property and water rights and interests from BASF CORPORATION for the water/arsenic mitigation project.
5. **AUTHORIZATION OF EXPENDITURES:** Discussion and action on any transfers of funds, expenditures, and related matters necessary for the acquisition of property and water rights and interests from BASF CORPORATION for the water/arsenic mitigation project.
6. **ARPA GRANT REIMBURSEMENT:** Discussion and action on reimbursement applications, approvals, and other items necessary to meet ARPA requirements for the use of grant funds for the water/arsenic mitigation project.
7. **FY 2025-26 AUDIT:** Consider and act regarding an engagement agreement with Paul Christensen & Associates, LLC to conduct a financial audit for FY ending September 30, 2026
8. **Unopposed Election:** Consider, discuss, and take action on an Order declaring the unopposed candidates for Mayor and two (2) City Council positions elected to office and cancelling the City of Riesel General Election scheduled for November 3, 2026, pursuant to Sections 2.051–2.053 of the Texas Election Code.

9. **TOWN HALL MEETING:** Discussion, consideration and action regarding conducting a public Town Hall Meeting with Riesel ISD and Cipher Digital concerning a future data center development in the Riesel community.
10. **Water & Sewer Ordinance:** Discussion, consideration, and action on an ordinance amending the City of Riesel Water & Sewer Ordinance to increase water and sewer rates and water and sewer tap fees, and to amend Section 3.01(1)(B) of Ordinance No. 2022-01 to remove the requirement that the City pay for the first 100 feet of a water or sewer line extension and require the developer or property owner to bear the cost of such extension.
11. **EVALUATIONS:** Consideration and Action pertaining to procedures for employment evaluations, tentatively conducting them all in one month as opposed to conducting them on individual anniversary dates throughout the year.
12. **Executive Session:** The City Council will convene in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: **Utility Superintendent Randy Ehlers.**

Following the executive session, the City Council will reconvene in open session and may consider and take action regarding matters deliberated in executive session concerning the Utility Superintendent.
13. **HOLIDAYS:** Consideration and Action pertaining to holiday events, dates, parades, and Council/Employee Appreciation Dinner
14. **Reports Submitted:** a. Utility Report b. Police Report c. Secretary's Report
15. **FUTURE AGENDA ITEMS:** Council requests or proposals for subjects to be placed on a future City Council agenda.
16. Adjournment

I hereby certify that this notice was posted at the City Hall bulletin board and on the City's website in accordance with the Texas Open Meetings Act at least 3 business days before the scheduled meeting. Posted on Wednesday, 09/09/2026 at 4:30 PM

Alisha Flanary

Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, **AUGUST 18, 2026**, the Riesel City Council met in a **REGULAR MEETING**, at 6:30 p.m. in the Riesel City Hall Meeting Room, located at 104 N. Hwy. 6 in Riesel, Texas, with notice of the meeting having been posted in accordance with Chapter 551 of the Texas Government Code.

Call to Order: Mayor Jennifer Hogg called the meeting to order at 6:36 p.m.

Council Members Present: Bobby Dieterich, Paul Winkler, Kevin Wunderlich, Debbie Kilgore, and Glenna Sandhoff

Employees Present: Alisha Flanary & Patrick Bellringer

Visitors Present: Alan Abel, Terri Heath, Mario Gonzales & Linda Hogg

Jennifer Hogg led the Pledge of Allegiance and gave the invocation.

Consent Items: Paul Winkler made a motion to approve the consent agenda consisting of the minutes from 7/21/2026 & 8/4/2026; payment of bills and payroll; and monthly financial reports. Debbie Kilgore seconded the motion, and it carried unanimously.

Visitors' Comments: Realtor, Terri Heath, addressed the council about two properties for sale in the city limits and asked for clarity regarding several matters including a street that was never developed, indicated on a plat from 1893.

2026-2027 Budget: Council and staff discussed the proposed FY2026-2027 Operating Budget, including proposed revenues, expenditures, capital expenditures, fund balances and the amount of property tax revenue necessary to fund the proposed budget.

Public Input: The Mayor opened the floor to public comments regarding the proposed FY 2026-2027 Operating Budget and possible 2026 property tax rate. Linda Hogg made comments about the percentage of senior citizens in Riesel. Alan Abel made comments saying he would prefer lowered taxes and expenses.

PROPOSED TAX RATE: Paul Winkler moved to propose a maximum 2026 ad valorem tax rate of \$0.271490 per \$100 valuation and to direct staff to provide the proposed rate and record vote to the McLennan County Tax Office for preparation of the required tax-rate notice. Debbie Kilgore seconded the motion. The record vote was: Dieterich – Aye; Kilgore – Aye; Winkler – Aye; Wunderlich – Aye; Sandhoff – Aye. Motion carried 5-0.

SETTING DATES: Debbie Kilgore moved to confirm August 31, 2026, 6:30 p.m. as the date and time for the statutory public hearing on the proposed Fiscal Year 2026-2027 Operating Budget and to confirm September 1, 2026, 6:30 p.m. as the date for consideration and adoption of the FY 2026-2027 Operating Budget and the 2026 ad valorem tax rate; and authorize a public input opportunity regarding the proposed 2026 ad valorem tax rate on September 1, 2026, prior to the consideration of the tax rate. Kevin Wunderlich seconded the motion, which carried unanimously.

CITY HALL PROJECT: Following discussion, Council reached consensus to direct City Secretary Flanary to notify Merritt Engineering to place the City Hall project on hold pending further evaluation by Council.

FY 2025-2026 AUDIT: Bobby Dieterich moved to table discussion of an engagement agreement with Paul Christensen & Associates to conduct a financial audit for FY ending September 30, 2026 and to have this item considered at a future meeting after a formal written agreement has been received. Glenna Sandhoff seconded the motion and it carried unanimously.

Monthly Reports: Monthly reports were submitted by Department Heads Randy Ehlers, Ryan Dieterich, and Alisha Flanary.

Adjournment: There being no further business, Mayor Hogg adjourned the meeting at 9:08 p.m.

Jennifer Hogg, Mayor

Attest: Alisha Flanary, City Secretary

BE IT REMEMBERED that on **MONDAY, AUGUST 31, 2026**, the Riesel City Council met in a **SPECIAL CALLED MEETING** at 6:30 p.m. in the Riesel City Hall Meeting Room, 104 Hwy. 6 North, Riesel, Texas, with notice of the meeting having been posted at least three business days before the scheduled date of the meeting in accordance with Chapter 551 of the Texas Government Code.

Call to Order: Mayor Jennifer Hogg called the meeting to order at 6:31 PM

Council Members Present: Bobby Dieterich, Debbie Kilgore, Paul Winkler, Kevin Wunderlich, and Glenna Sandhoff

Employees Present: Alisha Flanary & Patrick Bellringer

Visitors Present: Deanna Davis, Linda Hogg, Robin Winkler

Mayor Hogg led the Pledge of Allegiance and Debbie Kilgore gave the invocation.

Visitors' Comments: none

PUBLIC HEARING: At 6:33 p.m., Mayor Hogg opened the statutory public hearing on the proposed 2026-2027 Operating Budget.

The Mayor and staff briefly reviewed the proposed budget and heard comments from Linda Hogg, Robin Winkler, and Deanna Davis. With no further questions or comments, Mayor Hogg closed the public hearing at 7:12 p.m.

2026-2027 BUDGET: Paul Winkler moved to postpone final adoption of the City of Riesel Fiscal Year 2026-2027 Operating Budget until the September 1, 2026 special meeting at 6:30 p.m., and to direct staff to prepare the proposed budget for final consideration incorporating any revisions directed by Council. Debbie Kilgore seconded the motion, which carried unanimously.

Adjournment: With no further business, Mayor Hogg adjourned the meeting at 7:14 PM

Mayor, Jennifer Hogg

Attest: Alisha Flanary, City Secretary

BE IT REMEMBERED that on **TUESDAY, SEPTEMBER 1, 2026**, the Riesel City Council met in a **SPECIAL CALLED MEETING** at 6:30 p.m. in the Riesel City Hall Meeting Room, 104 Hwy. 6 North, Riesel, Texas, with notice of the meeting having been posted at least three business days before the scheduled date of the meeting in accordance with Chapter 551 of the Texas Government Code.

Call to Order: Mayor Jennifer Hogg called the meeting to order at 6:31 p.m.

Council Members Present: Bobby Dieterich, Debbie Kilgore, Paul Winkler, Kevin Wunderlich, and Glenna Sandhoff

Employees Present: Alisha Flanary, Ryan Dieterich & Patrick Bellringer

Visitors Present: David Marek, Ryan Shellberg

Mayor Hogg led the Pledge of Allegiance and gave the invocation.

PUBLIC HEARING: At 6:32 p.m., Mayor Hogg opened a public hearing to receive comments on the proposed 2026-2027 Ad Valorem Tax Rate. Staff and Council briefly reviewed the proposed rate and there were no public comments on the matter. Mayor Hogg closed the hearing at 6:34 p.m.

2026-2027 BUDGET: Staff and Council had final discussions regarding the proposed FY 2026-2027 Operating Budget. Paul Winkler moved to adopt **Ordinance No. 2026-08**, adopting the City of Riesel FY 2026-2027 Operating Budget as presented. Kevin Wunderlich seconded the motion. The record vote was: Dieterich – Aye; Kilgore – Aye; Winkler – Aye; Wunderlich – Aye; Sandhoff – Aye. Motion carried 5-0.

RATIFICATION OF TAX INCREASE: Paul Winkler made a motion to ratify the property tax revenue increase reflected in the adopted FY 2026-2027 Operating Budget. Debbie Kilgore seconded the motion. The record vote was: Dieterich – Aye; Kilgore – Aye; Winkler – Aye; Wunderlich – Aye; Sandhoff – Aye. Motion carried 5-0.

2026 AD VALOREM TAX RATE:

- a. **M&O Rate:** Debbie Kilgore moved to approve the Maintenance and Operations (M&O) component of \$0.202049 per \$100 valuation, as set forth in proposed Ordinance No. 2026-09 establishing the 2026 ad valorem tax rate. Glenna Sandhoff seconded the motion, which carried unanimously.
- b. **Debt Rate:** Bobby Dieterich moved to approve the debt-service component of \$0.069441 per \$100 valuation, as set forth in proposed Ordinance No. 2026-09 establishing the 2026 ad valorem tax rate. Kevin Wunderlich seconded the motion, which carried unanimously.
- c. **Total Tax Rate/Adoption of Ordinance:** Paul Winkler moved to adopt Ordinance No. 2026-09, establishing the City of Riesel's 2026 ad valorem tax rate at \$0.271490 per \$100 valuation, consisting of an M&O rate of \$0.202049 and a debt-service rate of \$0.069441. The adopted total tax rate is equal to the no-new-revenue tax rate. Debbie Kilgore seconded the motion. The record vote was: Dieterich – Aye; Kilgore – Aye; Winkler – Aye; Wunderlich – Aye; Sandhoff – Aye. Motion carried 5-0.

BROOKSHIRE/BEAVER PLAT: Paul Winkler moved to approve the Brookshire/Beaver plat subject to the conditions set forth in the August 25, 2026 review letter from City Engineer David Marek of STV Engineers. Kevin Wunderlich seconded the motion, and it carried unanimously.

Adjournment: With no further business, Mayor Hogg adjourned the meeting at 6:50 p.m.

Mayor, Jennifer Hogg

Attest: Alisha Flanary, City Secretary



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPE F-1741 | TBPLS 10194115
stvinc.com

MEMORANDUM

AUGUST 18, 2026

To: City of Riesel
Attn: Alisha Flanary
From: Jennifer Boen
Cc:

Project: Riesel Arsenic Project
Project No.: D013656.001

Alisha,

Please see the breakdown below of the 3 outstanding invoices for the Riesel Arsenic Project.

March Invoice (Services March 1 to April 3)

Invoice Amount: **\$91,970.21**

Phase	March Invoice Billing	Labor Activities
Preliminary Design (26)	\$19,940.27	Design development, site plans, roadway alignment, water line sheets, drainage analysis, property/easement coordination.
Project Management (52)	\$10,301.04	Project planning meetings, schedule updates, ARPA reporting, project coordination.
Survey Design & Construction (68)	\$46,370.19	Extensive field survey, topo, drafting, easement exhibits, survey processing.
Survey Easements (70)	\$8,257.54	Easement exhibits, legal descriptions, title review, ROW research
Environmental (74)	\$7,101.17	Public involvement materials, biological coordination, hazmat review, environmental documentation

April Invoice (Services April 4 to May 1)Invoice Amount: **\$60,455.13**

Phase	April Billing	Labor Support
Engineering Feasibility Report (16)	\$11,581.41	PEFR/EFR development, QA/QC reviews, report assembly and coordination
Preliminary Design (26)	\$13,718.81	Waterline design, roadway design, drainage, plan development, review meetings.
Project Management (52)	\$2,291.99	Internal meetings, ARPA reporting, scheduling and coordination.
Survey Design & Construction (68)	\$22,423.44	Survey completion activities and continued design support.
Survey Easements (70)	\$9,160.13	Easement research, legal descriptions, exhibit preparation.
Environmental (74)	\$1,279.35	Ongoing environmental documentation and agency coordination.

May Invoice (Services May 2 to May 29)Invoice Amount: **\$36,331.48**

Phase	May Billing	Labor Support
Engineering Feasibility Report (16)	\$18,418.59	Significant effort completing and QA/QC reviewing the Engineering Feasibility Report.
Preliminary Design (26)	\$14,017.01	Continued design refinement, specifications, roadway/waterline design reviews, quantity development.
Preliminary Design Expenses (26.1)	\$1,069.70	Related design support expenses.
Survey Easements (70)	\$2,723.70	Additional easement and survey-related work.
Environmental (74)	\$102.48	Minimal environmental activity during the billing period.



Legacy Project Number CIRI2000573.00

City of Riesel

P.O. Box 249

Riesel, TX 76682

April 21, 2026

Project No: D013656.001

Invoice #: D013656.1-34

Project D013656.001 Riesel Arsenic Reduction Project
L1001186

Professional Services Rendered from March 01, 2026 through April 03, 2026

Phase B100000 Project Planning - WAC

Lump Sum Portion

Billing Description	Contract Amount	% Complete	Earned To Date	Previously Invoiced	Current Invoice
10 - Project Planning	87,000.00	100.00	87,000.00	87,000.00	0.00
12 - TWDB Application	15,000.00	100.00	15,000.00	15,000.00	0.00
14 - Water Conservation Plan	4,000.00	100.00	4,000.00	4,000.00	0.00
16 - Engr Feasibility Report	30,000.00	0.00	0.00	0.00	0.00
20 - Asset Mgmt Plan	15,000.00	0.00	0.00	0.00	0.00
24 - Geological Study	5,000.00	80.40	4,020.00	4,020.00	0.00
26 - Preliminary Design	140,000.00	14.2431	19,940.27	0.00	19,940.27
30 - Final Design	184,000.00	0.00	0.00	0.00	0.00
38 - Bidding	20,000.00	0.00	0.00	0.00	0.00
42 - Construction Engr	35,000.00	0.00	0.00	0.00	0.00
44 - O & M Manual	15,000.00	0.00	0.00	0.00	0.00
48 - Permits	20,000.00	0.00	0.00	0.00	0.00
52 - Project Management	40,000.00	35.1604	14,064.14	3,763.10	10,301.04
54 - Testing	6,000.00	0.00	0.00	0.00	0.00
58 - Pilot Well ETX	28,000.00	97.3801	27,266.42	27,266.42	0.00
60 - Pilot Well WAC	2,000.00	100.00	2,000.00	2,000.00	0.00
62 - SS Blending Study - WAC	25,000.00	0.00	0.00	0.00	0.00
66 - SS SUE	20,000.00	0.00	0.00	0.00	0.00
68 - Survey Design & Construction	75,000.00	70.1021	52,576.56	6,206.37	46,370.19
70 - Survey Easements	111,000.00	8.4588	9,389.25	1,131.71	8,257.54
72 - SS RPR	72,000.00	0.00	0.00	0.00	0.00
74 - Environmental	45,615.00	70.3516	32,090.89	24,989.72	7,101.17
74 - Environmental Expenses	485.00	100.00	485.00	485.00	0.00
75 - Environmental: Horizon (L1001186)	37,900.00	2.9024	1,100.00	1,100.00	0.00
80-Amendment No. 2-WAC ENG	82,885.44	100.00	82,885.44	82,885.44	0.00
81-Amendment No. 2- ETX WPR	192,758.75	100.00	192,758.75	192,758.75	0.00
82 - Amendment #2 - HRM ROE Services	8,680.00	89.6889	7,785.00	7,785.00	0.00
83 - Amendment #2 - Surveying	131,196.54	100.00	131,196.54	131,196.54	0.00
84 - Amendment #2 - Environmental	30,703.35	100.00	30,703.35	30,703.35	0.00
90 - Geotechnical - LFE	10,000.00	0.00	0.00	0.00	0.00
91 - ROW Agent - Milford	75,000.00	4.7433	3,557.47	3,557.47	0.00
92-Amd 2-Sub Geophysical- Collier	25,800.00	100.00	25,800.00	25,800.00	0.00

We hereby certify that the above charges are true and correct, and therefore, just payment is being requested.

Please remit to: STV Incorporated at 205 West Welsh Drive Douglassville, PA 19518-8713. For wire transfers, email AccountsReceivable@stvinc.com. Please include invoice # on remittance advice.

Project	D013656.001	Riesel Arsenic Reduction Project			Invoice	D013656.1-34
93-Amendment 2- Brien WW- Joe Rice		34,641.09	100.00	34,641.09	34,641.09	0.00
94-Amendment 2- Sub-ROW Agent		2,060.70	100.00	2,060.70	2,060.70	0.00
95-Amendment 2 - Doyle G Evans		2,924.21	0.00	0.00	0.00	0.00
95-Amendment 2 - Expenses		445.18	0.00	0.00	0.00	0.00
96 - Amendment #2 - Expenses		2,904.74	100.00	2,904.74	2,904.74	0.00
99-Reimbursables		0.00	0.00	20,460.78	20,460.78	0.00
Total Fee		1,633,000.00		803,686.39	711,716.18	91,970.21
Fee Total						91,970.21
Total Amount Due this Invoice						91,970.21

Authorized By: _____ Date: _____

David Marek

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Please remit to: STV Incorporated at 205 West Welsh Drive Douglassville, PA 19518-8713. For wire transfers, email AccountsReceivable@stvinc.com. Please include invoice # on remittance advice.



Legacy Project Number CIRI2000573.00

Riesel, TX

P.O. Box 249

Riesel, TX 76682

May 29, 2026

Project No: D013656.001

Invoice #: D013656.1-35

Project D013656.001 Riesel Arsenic Reduction Project
L1001186

Professional Services Rendered from April 04, 2026 through May 01, 2026

Phase B100000 Project Planning - WAC

Lump Sum Portion

Billing Description	Contract Amount	% Complete	Earned To Date	Previously Invoiced	Current Invoice
10 - Project Planning	87,000.00	100.00	87,000.00	87,000.00	0.00
12 - TWDB Application	15,000.00	100.00	15,000.00	15,000.00	0.00
14 - Water Conservation Plan	4,000.00	100.00	4,000.00	4,000.00	0.00
16 - Engr Feasibility Report	30,000.00	38.6047	11,581.41	0.00	11,581.41
20 - Asset Mgmt Plan	15,000.00	0.00	0.00	0.00	0.00
24 - Geological Study	5,000.00	80.40	4,020.00	4,020.00	0.00
26 - Preliminary Design	140,000.00	24.0422	33,659.08	19,940.27	13,718.81
30 - Final Design	184,000.00	0.00	0.00	0.00	0.00
38 - Bidding	20,000.00	0.00	0.00	0.00	0.00
42 - Construction Engr	35,000.00	0.00	0.00	0.00	0.00
44 - O & M Manual	15,000.00	0.00	0.00	0.00	0.00
48 - Permits	20,000.00	0.00	0.00	0.00	0.00
52 - Project Management	40,000.00	40.8903	16,356.13	14,064.14	2,291.99
54 - Testing	6,000.00	0.00	0.00	0.00	0.00
58 - Pilot Well ETX	28,000.00	97.3801	27,266.42	27,266.42	0.00
60 - Pilot Well WAC	2,000.00	100.00	2,000.00	2,000.00	0.00
62 - SS Blending Study - WAC	25,000.00	0.00	0.00	0.00	0.00
66 - SS SUE	20,000.00	0.00	0.00	0.00	0.00
68 - Survey Design & Construction	75,000.00	100.00	75,000.00	52,576.56	22,423.44
70 - Survey Easements	111,000.00	16.7112	18,549.38	9,389.25	9,160.13
72 - SS RPR	72,000.00	0.00	0.00	0.00	0.00
74 - Environmental	45,615.00	73.1563	33,370.24	32,090.89	1,279.35
74 - Environmental Expenses	485.00	100.00	485.00	485.00	0.00
75 - Environmental: Horizon (L1001186)	37,900.00	2.9024	1,100.00	1,100.00	0.00
80-Amendment No. 2-WAC ENG	82,885.44	100.00	82,885.44	82,885.44	0.00
81-Amendment No. 2- ETX WPR	192,758.75	100.00	192,758.75	192,758.75	0.00
82 - Amendment #2 - HRM ROE Services	8,680.00	89.6889	7,785.00	7,785.00	0.00
83 - Amendment #2 - Surveying	131,196.54	100.00	131,196.54	131,196.54	0.00
84 - Amendment #2 - Environmental	30,703.35	100.00	30,703.35	30,703.35	0.00
90 - Geotechnical - LFE	10,000.00	0.00	0.00	0.00	0.00
91 - ROW Agent - Milford	55,000.00	6.4681	3,557.47	3,557.47	0.00
91 - ROW Agent - Milford (Cultivate)	20,000.00	0.00	0.00	0.00	0.00
92-Amd 2-Sub Geophysical- Collier	25,800.00	100.00	25,800.00	25,800.00	0.00

We hereby certify that the above charges are true and correct, and therefore, just payment is being requested.

Please remit to: STV Incorporated at 205 West Welsh Drive Douglassville, PA 19518-8713. For wire transfers, email AccountsReceivable@stvinc.com. Please include invoice # on remittance advice.

Project	D013656.001	Riesel Arsenic Reduction Project			Invoice	D013656.1-35
93-Amendment 2- Brien WW- Joe Rice		34,641.09	100.00	34,641.09	34,641.09	0.00
94-Amendment 2- Sub-ROW Agent		2,060.70	100.00	2,060.70	2,060.70	0.00
95-Amendment 2 - Doyle G Evans		2,924.21	0.00	0.00	0.00	0.00
95-Amendment 2 - Expenses		445.18	0.00	0.00	0.00	0.00
96 - Amendment #2 - Expenses		2,904.74	100.00	2,904.74	2,904.74	0.00
99-Reimbursables		0.00	0.00	20,460.78	20,460.78	0.00
Total Fee		1,633,000.00		864,141.52	803,686.39	60,455.13
Fee Total						60,455.13

Phase	B911000	Milford Real Estate-ROW Agent	
Total Amount Due this Invoice			60,455.13

Outstanding Invoices

Number	Date	Balance	
D013656.1-34	4/21/2026	91,970.21	
Total		91,970.21	
Total Outstanding			152,425.34

Authorized By: _____ Date: _____

David Marek

We hereby certify that the above charges are true and correct, and therefore, just payment is being requested.
Please remit to: STV Incorporated at 205 West Welsh Drive Douglassville, PA 19518-8713. For wire transfers, email AccountsReceivable@stvinc.com. Please include invoice # on remittance advice.



Legacy Project Number CIRI2000573.00

Riesel, TX

P.O. Box 249

Riesel, TX 76682

July 01, 2026

Project No: D013656.001

Invoice #: D013656.1-36

Project D013656.001 Riesel Arsenic Reduction Project
L1001186

Professional Services Rendered from May 02, 2026 through May 29, 2026

Phase B100000 Project Planning - WAC

Lump Sum Portion

Billing Description	Contract Amount	% Complete	Earned To Date	Previously Invoiced	Current Invoice
10 - Project Planning	87,000.00	100.00	87,000.00	87,000.00	0.00
12 - TWDB Application	15,000.00	100.00	15,000.00	15,000.00	0.00
14 - Water Conservation Plan	4,000.00	100.00	4,000.00	4,000.00	0.00
16 - Engr Feasibility Report	30,000.00	100.00	30,000.00	11,581.41	18,418.59
20 - Asset Mgmt Plan	15,000.00	0.00	0.00	0.00	0.00
24 - Geological Study	5,000.00	80.40	4,020.00	4,020.00	0.00
26 - Preliminary Design	134,899.75	35.3419	47,676.09	33,659.08	14,017.01
26.1 - Preliminary Design - Expenses	1,950.25	54.8494	1,069.70	0.00	1,069.70
26.2 - Preliminary Design- Collier (SUB)	3,150.00	0.00	0.00	0.00	0.00
30 - Final Design	184,000.00	0.00	0.00	0.00	0.00
38 - Bidding	20,000.00	0.00	0.00	0.00	0.00
42 - Construction Engr	35,000.00	0.00	0.00	0.00	0.00
44 - O & M Manual	15,000.00	0.00	0.00	0.00	0.00
48 - Permits	20,000.00	0.00	0.00	0.00	0.00
52 - Project Management	40,000.00	40.8903	16,356.13	16,356.13	0.00
54 - Testing	6,000.00	0.00	0.00	0.00	0.00
58 - Pilot Well ETX	28,000.00	97.3801	27,266.42	27,266.42	0.00
60 - Pilot Well WAC	2,000.00	100.00	2,000.00	2,000.00	0.00
62 - SS Blending Study - WAC	25,000.00	0.00	0.00	0.00	0.00
66 - SS SUE	20,000.00	0.00	0.00	0.00	0.00
68 - Survey Design & Construction	75,000.00	100.00	75,000.00	75,000.00	0.00
70 - Survey Easements	111,000.00	19.1649	21,273.08	18,549.38	2,723.70
72 - SS RPR	72,000.00	0.00	0.00	0.00	0.00
74 - Environmental	45,615.00	73.3809	33,472.72	33,370.24	102.48
74 - Environmental Expenses	485.00	100.00	485.00	485.00	0.00
75 - Environmental: Horizon (L1001186)	37,900.00	2.9024	1,100.00	1,100.00	0.00
80-Amendment No. 2-WAC ENG	82,885.44	100.00	82,885.44	82,885.44	0.00
81-Amendment No. 2- ETX WPR	192,758.75	100.00	192,758.75	192,758.75	0.00
82 - Amendment #2 - HRM ROE Services	8,680.00	89.6889	7,785.00	7,785.00	0.00
83 - Amendment #2 - Surveying	131,196.54	100.00	131,196.54	131,196.54	0.00
84 - Amendment #2 - Environmental	30,703.35	100.00	30,703.35	30,703.35	0.00
90 - Geotechnical - LFE	10,000.00	0.00	0.00	0.00	0.00

We hereby certify that the above charges are true and correct, and therefore, just payment is being requested.

Please remit to: STV Incorporated at 205 West Welsh Drive Douglassville, PA 19518-8713. For wire transfers, email AccountsReceivable@stvinc.com. Please include invoice # on remittance advice.

Project	D013656.001	Riesel Arsenic Reduction Project			Invoice	D013656.1-36
91 - ROW Agent - Milford		55,000.00	6.4681	3,557.47	3,557.47	0.00
91 - ROW Agent - Milford (Cultivate)		20,000.00	0.00	0.00	0.00	0.00
92-Amd 2-Sub Geophysical- Collier		25,800.00	100.00	25,800.00	25,800.00	0.00
93-Amendment 2- Brien WW- Joe Rice		34,641.09	100.00	34,641.09	34,641.09	0.00
94-Amendment 2- Sub-ROW Agent		2,060.70	100.00	2,060.70	2,060.70	0.00
95-Amendment 2 - Doyle G Evans		2,924.21	100.00	2,924.21	2,924.21	0.00
95-Amendment 2 - Expenses		445.18	100.00	445.18	445.18	0.00
96 - Amendment #2 - Expenses		2,904.74	100.00	2,904.74	2,904.74	0.00
99-Reimbursables		0.00	0.00	20,460.78	20,460.78	0.00
Total Fee		1,633,000.00		903,842.39	867,510.91	36,331.48
Fee Total						36,331.48

Phase	B911000	Milford Real Estate-ROW Agent	
Total Amount Due this Invoice			36,331.48

Outstanding Invoices

Number	Date	Balance	
D013656.1-34	4/21/2026	91,970.21	
D013656.1-35	5/29/2026	60,455.13	
Total		152,425.34	
Total Outstanding			188,756.82

Authorized By: _____ Date: _____

David Marek

We hereby certify that the above charges are true and correct, and therefore, just payment is being requested.
Please remit to: STV Incorporated at 205 West Welsh Drive Douglassville, PA 19518-8713. For wire transfers, email AccountsReceivable@stvinc.com. Please include invoice # on remittance advice.



Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofriesel.org

INVOICE

August 31, 2026

STV Invoice No.: D013656.1 - 37

Remittance Address:

CP&Y, Inc. dba STV Infrastructure

Accounts Receivable

205 West Welsh Drive

Douglassville, PA 19518-8713

Project Title:Riesel Arsenic Reduction Project

Billing Period:May 30, 2026throughJuly 3, 2026

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	100.00%	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 134,899.75	44.70%	\$ 60,298.01	\$ 47,676.09	\$ 12,621.92	\$ 74,601.74
26.1 - Preliminary Design - Expenses	LF1001210	LS	\$ 1,950.25	54.85%	\$ 1,069.70	\$ 1,069.70	\$ -	\$ 880.55
26.2 - Preliminary Design - Collier	LF1001210	LS	\$ 3,150.00	0.00%	\$ -	\$ -	\$ -	\$ 3,150.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	40.89%	\$ 16,356.13	\$ 16,356.13	\$ -	\$ 23,643.87
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	100.00%	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	21.91%	\$ 24,322.38	\$ 21,273.08	\$ 3,049.30	\$ 86,677.62
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 46,100.00	75.15%	\$ 34,644.28	\$ 33,957.72	\$ 686.56	\$ 11,455.72
75 - Environmental: Horizon	L1001186	LS	\$ 37,900.00	2.90%	\$ 1,100.00	\$ 1,100.00	\$ -	\$ 36,800.00
80 - Amendment 2	ARPA	LS	\$ 446,224.08	99.80%	\$ 445,329.08	\$ 445,329.08	\$ -	\$ 895.00
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 34,641.09	100.00%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ -
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
96 - Expenses	ARPA	LS	\$ 2,904.74	100.00%	\$ 2,904.74	\$ 2,904.74	\$ -	\$ -
Totals:			\$ 1,633,000.00	55.10%	\$ 899,739.39	\$ 883,381.61	\$ 16,357.78	\$ 733,260.61

Amount Due This Invoice:

\$16,357.78

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPE F-1741 | TBPLS 10194115
stvinc.com

MEMORANDUM

SEPTEMBER 2, 2026

To: City of Riesel
Attn: Alisha Flanary
From: Jennifer Boen
Cc:

Project: Riesel Arsenic Project
Project No.: D013656.001

Alisha,

Please see the breakdown below of the August invoice for the Riesel Arsenic Project for services provided May 30, 2026 through July 3, 2026.

Invoice Amount: **\$16,357.78**

Phase	Current Billing	Labor Activities
Preliminary Design (26)	\$12,621.92	Topographic and tree surveys; roadway, grading, storm drainage, and waterline plan development; design and alignment reviews; specification preparation; ARPA documentation; schedule updates; client coordination; and general project administration.
Survey Easements (70)	\$3,049.30	Topographic field surveying; pipeline easement plotting; easement review; field-pack preparation; and survey progress coordination.
Environmental (74)	\$686.56	Environmental team coordination; Phase II proposal review; biological section and BMP updates incorporating TPWD recommendations; status tracking; and scope-and-fee coordination.

City of Riesel - GENERAL FUND Balance Sheet - Bank Accounts

As of August 31, 2026

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
*Checking	25,066.20
Payroll	32,823.30
Petty Cash	
Court Cash	100.00
General Cash	100.00
Total Petty Cash	200.00
Total 1a - Unrestricted Cash	58,089.50
1b - Restricted Cash	
2013 I & S Fund	130.89
POA / Drug Seizure	100.00
Total 1b - Restricted Cash	230.89
2a - Unrestricted Investments	
General Fund (sept) #5808	4,810.95
General Fund II (may) #1015	45,221.55
General Fund III (june) #6124	22,440.65
Total 2a - Unrestricted Investments	72,473.15
Charles St Project Fund	132,289.57
General Fund Money Market	
*General Fund	1,710,252.01
City Hall Building	313,188.48
Drug Seizure/POA	4,335.40
Judicial Betterment	9,067.45
Security	144,814.38
Technology	162,362.29
Total General Fund Money Market	2,344,020.01
Total Checking/Savings	2,607,103.12
Total Current Assets	2,607,103.12
TOTAL ASSETS	2,607,103.12
LIABILITIES & EQUITY	0.00

9:10 AM
09/11/26
Cash Basis

City of Riesel - WATER FUND
Balance Sheet - Bank Accounts

As of August 31, 2026

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
Construction Fund	
3a - Unrestricted Cash	
Construction Checking 8528	1,989
Total 3a - Unrestricted Cash	1,989
3b - Restricted Cash	
Construction I & S 8536	31,304
Total 3b - Restricted Cash	31,304
Total Construction Fund	33,292
Water Fund	
1a - Unrestricted Cash	
Checking 2002	94,988
Total 1a - Unrestricted Cash	94,988
1b - Restricted Cash	
2021 TWDB Escrow 8600	5,978,734
2021 TWDB Principal for LF 8601	458,958
Water III I&S 4014	71,433
Total 1b - Restricted Cash	6,509,126
2b - Restricted Investments	
\$100,000 CD #6293	142,455
III Reserve Fund #8343	41,180
Total 2b - Restricted Investments	183,635
2c - ARPA GRANT 8597	10,747
Water Fund Money Market	
*Water Fund	2,147,589
Contingency	100,000
Line Replacement	170,280
Water Fund Money Market - Other	170,545
Total Water Fund Money Market	2,588,414
Total Water Fund	9,386,911
Total Checking/Savings	9,420,203
Total Current Assets	9,420,203
TOTAL ASSETS	9,420,203
LIABILITIES & EQUITY	0

9:56 AM
09/11/26
Cash Basis

City of Riesel - SEWER FUND
Balance Sheet - Bank Accounts
As of August 31, 2026

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
Checking 6644	14,736.11
Total 1a - Unrestricted Cash	14,736.11
1b - Restricted Cash	
Sewer Jr I&S 0241	24,944.71
Total 1b - Restricted Cash	24,944.71
2b - Restricted Investments	
1999 Reserve Bond #6352	51,737.70
Repair&Replacement #5794	6,487.74
Reserve Bond #5773	14,601.30
Total 2b - Restricted Investments	72,826.74
Sewer Fund Money Market 1840	
* Sewer Fund	281,728.72
Contingency	75,000.00
Line Replacement	150,872.71
Sewer Fund Money Market 1840 - Other	444,883.15
Total Sewer Fund Money Market 1840	952,484.58
Total Checking/Savings	1,064,992.14
Total Current Assets	1,064,992.14
TOTAL ASSETS	1,064,992.14
LIABILITIES & EQUITY	0.00

Register: 1a - Unrestricted Cash: General Checking

From 08/01/2026 through 08/31/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Memo	Payment	Deposit	Balance
8/1/2026	22172	Alfred Lehmann Services	Invoice# 1329	\$38,000.00		-\$25,906.55
8/1/2026	22173	City of Waco Fiscal Services	Invoice# 45720	\$40.00		-\$25,946.55
8/1/2026	22174	Gafford Auto Parts	Invoice# 9333-445468	\$419.98		-\$26,366.53
8/1/2026	22175	Haley & Davis PC		\$1,642.50		-\$28,009.03
8/1/2026	22176	Hayden Leveck	Citation# 26 17009 Overpayment	\$10.00		-\$28,019.03
8/1/2026	22177	McLennan County Appraisal District	Invoice# 43473	\$702.42		-\$28,721.45
8/3/2026			Deposit		\$25,000.00	-\$3,721.45
8/7/2026			Deposit		\$168.00	-\$3,553.45
8/7/2026	eft	United States Treasury	EFTPS PAYMENT 8/7/26	\$5,055.28		-\$8,608.73
8/7/2026	22151	Beltran's Sand and Gravel	Invoice# 002346	\$600.00		-\$9,208.73
8/7/2026	22152	Bowen Electric	Invoice# 12171	\$1,220.88		-\$10,429.61
8/7/2026	22153	Bureau Veritas North America		\$1,263.84		-\$11,693.45
8/7/2026	22154	Carlos Caceres Castro	Citation# 26 16093 Overpayment	\$17.28		-\$11,710.73
8/7/2026	22155	DONald Lehrmann	Plat Review Deposit Refund	\$1,105.00		-\$12,815.73
8/7/2026	22156	Gafford Auto Parts	Invoice# 9333-444783	\$366.94		-\$13,182.67
8/7/2026	22157	Old Republic Surety Group	Bond-Alisha Flanary-W150105720	\$88.00		-\$13,270.67
8/7/2026	22158	Owen Staudt	Citation# 26 16307 Overpayment	\$22.00		-\$13,292.67
8/7/2026	22159	Pattillo Brown & Hill, LLP	Invoice# 522559	\$950.00		-\$14,242.67
8/7/2026	22160	US Fleet Tracking	Invoice# 525124	\$174.65		-\$14,417.32
8/7/2026	22161	Visa - Card Services	XXXXX XXXX XXXX 1415	\$4,389.05		-\$18,806.37
8/12/2026	eft	United States Treasury	EFTPS PAYMENT 8/12/26	\$571.02		-\$19,377.39
8/14/2026		sales tax	Deposit		\$17,023.76	-\$2,353.63
8/14/2026	22162	Ambold's	Acct 2790	\$49.99		-\$2,403.62
8/14/2026	22163	Arelid Miranda	City Hall Cleaning	\$150.00		-\$2,553.62
8/14/2026	22164	Atwoods Distributing, L.P.	Invoice# 854/69	\$324.35		-\$2,877.97
8/14/2026	22165	Bureau Veritas North America	Invoice# 26035651 RI 00293	\$1,529.45		-\$4,407.42
8/14/2026	22166	HOT Network Consultants, Inc.	Invoice# 85443	\$709.10		-\$5,116.52
8/14/2026	22167	Hunter-Knepshield of Texas	Invoice# 17065	\$1,056.00		-\$6,172.52
8/14/2026	22168	Riesel Fuel Service	Invoice# 41415	\$2,103.68		-\$8,276.20

8/14/2026	22169	Riesel Rustler	Invoice# 4298	\$6.25		-\$8,282.45
8/14/2026	22170	TXU Energy	Invoice 052004028067	\$3,975.63		-\$12,258.08
8/14/2026	22171	Windstream	Acct# 126999331	\$520.69		-\$12,778.77
8/17/2026		bank service fee		\$476.02		-\$13,254.79
8/21/2026		mixed beverage tax	Deposit		\$307.72	-\$12,947.07
8/21/2026	eft	United States Treasury	EFTPS PAYMENT 8/21/26	\$4,988.60		-\$17,935.67
8/25/2026		transfer	ditch cleaning/tree work/culvert repair		\$50,000.00	\$32,064.33
8/28/2026	22178	Arelid Miranda	City Hall Cleaning	\$150.00		\$31,914.33
8/28/2026	22179	Gary Cunha, PC		Aug-26	\$1,250.00	\$30,664.33
8/28/2026	22180	TML Multistate Intergovernmental	Invoice# PRIESEL 12609	\$6,961.98		\$23,702.35
8/31/2026		STEP GRANT REIMBURSEMENT	Deposit		\$1,363.85	\$25,066.20

Register: Water Fund:1a - Unrestricted Cash:Water Checking 2002

From 08/01/2026 through 08/31/2026

Sorted by: Date, Type, Number/Ref

Date	Payee	Memo	Payment	Deposit	Balance
8/3/2026		Deposit		\$2,994.24	\$92,496.12
8/3/2026		Deposit		\$25,000.00	\$117,496.12
8/4/2026		Deposit		\$1,198.72	\$118,694.84
8/4/2026		Deposit		\$600.00	\$119,294.84
8/5/2026		Deposit		\$3,630.96	\$122,925.80
8/5/2026		july revenue	\$52,094.06		\$70,831.74
8/5/2026		july revenue	\$11,931.40		\$58,900.34
8/6/2026		Deposit		\$2,793.08	\$61,693.42
8/7/2026		Deposit		\$4,019.59	\$65,713.01
8/7/2026	Frontier Waste Solutions	Invoice# 9404549	\$13,603.20		\$52,109.81
8/7/2026	Gafford Auto Parts	Invoice# 9333-445221	\$158.97		\$51,950.84
8/7/2026	Tara Sage Lamar		Jul-26 \$199.13		\$51,751.71
8/7/2026	Windstream	Acct# 126998956	\$192.86		\$51,558.85
8/7/2026	CP&Y Inc	Invoice# 13693.001-16	\$323.00		\$51,235.85
8/7/2026	McLennan County GCD		Jul-26 \$203.39		\$51,032.46
8/10/2026		Deposit		\$2,033.26	\$53,065.72
8/11/2026		Deposit		\$1,376.38	\$54,442.10
8/12/2026		Deposit		\$25,591.85	\$80,033.95
8/13/2026		Deposit		\$8,500.00	\$88,533.95
8/13/2026		Deposit		\$2,200.00	\$90,733.95
8/13/2026		Deposit		\$1,444.41	\$92,178.36
8/13/2026			\$101.11		\$92,077.25
8/14/2026		Deposit		\$3,307.09	\$95,384.34
8/14/2026	Core & Main	Invoice# Z495403	\$1,710.00		\$93,674.34
8/14/2026	DSHS Central Lab MC2004	CEN.CD4710_072026	\$210.00		\$93,464.34
8/14/2026	LoneStar Maintenance & Services, Inc.	Invoice# 161571	\$594.82		\$92,869.52
8/14/2026	MARC	Invoice# 0884914-IN	\$402.57		\$92,466.95
8/14/2026	National Wholesale Supply		\$1,452.33		\$91,014.62
8/14/2026	Navasota Valley Electric Coop., Inc.		\$5,879.03		\$85,135.59

8/17/2026	Deposit		\$3,720.87	\$88,856.46
8/18/2026	Deposit		\$1,841.35	\$90,697.81
8/19/2026	Deposit		\$4,814.69	\$95,512.50
8/20/2026	Deposit		\$811.91	\$96,324.41
8/20/2026	Deposit		\$600.00	\$96,924.41
8/21/2026	Deposit		\$1,107.41	\$98,031.82
8/21/2026	Deposit		\$600.00	\$98,631.82
8/21/2026	Atwoods Distributing, L.P.		\$94.92	\$98,536.90
8/21/2026	Core & Main	Invoice# Z522246	\$2,500.00	\$96,036.90
8/21/2026	Government Payments		\$706.00	\$95,330.90
8/21/2026	Haley & Davis PC		\$2,722.50	\$92,608.40
8/21/2026	Michael Harringer	302 W Frederick Deposit Refund	\$209.96	\$92,398.44
8/21/2026	Ronnie and Carla Dodge	109 Hilltop Deposit Refund	\$114.40	\$92,284.04
8/24/2026	Deposit		\$561.33	\$92,845.37
8/26/2026	Deposit		\$1,819.48	\$94,664.85
8/27/2026	Deposit		\$700.43	\$95,365.28
8/28/2026	Deposit		\$449.18	\$95,814.46
8/28/2026	United States Postal Service	August Water Bill Postage	\$331.50	\$95,482.96
8/28/2026	Shawna Richardson	105 Brookshire Deposit Refund	\$93.18	\$95,389.78
8/28/2026	Tri-County S.U.D.	Acct# 2441	\$500.00	\$94,889.78
8/31/2026	Deposit		\$384.93	\$95,274.71
8/31/2026	Deposit		\$180.35	\$95,455.06
8/31/2026	Deposit		\$642.64	\$96,097.70
8/31/2026	State Treasurer	Sales Tax August 2026	\$1,109.35	\$94,988.35

Register: 1a - Unrestricted Cash:Sewer Checking 6644						
From 08/01/2026 through 08/31/2026						
Sorted by: Date, Type, Number/Ref						
Date	Number	Payee	Memo	Payment	Deposit	Balance
8/3/2026			Deposit		\$5,000.00	\$16,995.17
8/7/2026	8550	Reliant Energy	Inv# 1120206849619	\$45.33		\$16,949.84
8/13/2026		RISD Reimb	Deposit		\$216.00	\$17,165.84
8/14/2026	8551	Bio Chem Lab	Invoice# 26007520-0726	\$613.00		\$16,552.84
8/14/2026	8552	Metro Plumbing	Invoice# 6222	\$440.00		\$16,112.84
8/14/2026	8553	Sims Platics of Waco		\$335.56		\$15,777.28
8/14/2026	8554	national Wholesale Supply	Invoice# S6220603.001	\$79.58		\$15,697.70
8/21/2026	8555	national Wholesale Supply	Invoice# S6246710.001	\$744.33		\$14,953.37
8/21/2026	8556	Sims Platics of Waco		\$217.26		\$14,736.11

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Cash Basis

City of Riesel - General Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Ordinary Income/Expense		
Income		
1 - General Government Income		
Franchise Fee		
Electric Companies	0.00	74,343.11
Gas Companies	0.00	6,796.54
Phone Companies	296.36	1,387.65
Total Franchise Fee	296.36	82,527.30
General Miscellaneous		
General Government Open Records	0.00	1.20
Total General Miscellaneous	0.00	1.20
Interest Income		
2013 I & S	0.11	108.85
Charles Street Improvements	112.26	1,208.13
General Fund	0.00	70.90
General Fund II	0.00	1,102.96
General Fund III	0.00	437.88
General Money Market	1,994.87	21,398.33
Total Interest Income	2,107.24	24,327.05
Miscellaneous Income		
Copies	0.00	28.00
Filing Fee	730.14	7,851.43
Inspection Permit	2,398.16	56,715.89
Park Improvements	0.00	3,000.00
Plat Fee - Ordinance #2002-02	0.00	2,780.00
Sign Lease Agreement	0.00	9,000.00
Total Miscellaneous Income	3,128.30	79,375.32
Mixed Beverage Tax	307.72	3,747.51
Property Tax Income		
Property Tax Income - General		
2022	0.00	54.36
2023	0.00	0.80
2024	0.00	-379.63
2025	-346.60	269,896.60
Total Property Tax Income - General	-346.60	269,572.13
Property Tax Penalty Fee		
2022	0.00	24.65
2023	0.00	0.32
2024	0.00	191.92
2025	25.96	1,735.95
Total Property Tax Penalty Fee	25.96	1,952.84
Total Property Tax Income	-320.64	271,524.97
Sales Tax		
Gross Collections	13,619.01	128,845.72
Refund Overpayments	0.00	-16,316.14
Streets Allocation	3,404.75	31,299.38
Total Sales Tax	17,023.76	143,828.96
Total 1 - General Government Income	22,542.74	605,332.31
2 - Law Enforcement Income		
L.E. Income		
Open Records	0.00	138.07
Total L.E. Income	0.00	138.07
Opioid Abatement Fund	0.00	86.32
Total 2 - Law Enforcement Income	0.00	224.39
3 - Court Income		
Child Safety Seat Fee	0.00	1,341.51

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Cash Basis

City of Riesel - General Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Citations		
Overpayments	-49.28	-4,383.37
Returned Checks	0.00	-1,712.00
Revenue	54,404.42	543,254.57
Total Citations	54,355.14	537,159.20
Security Fee	30.00	302.97
Technology Fee	40.00	395.97
Time Payment Fee	126.06	2,408.24
Total 3 - Court Income	54,551.20	541,607.89
IDA Tax Abatement Sandy Creek	0.00	125,000.00
Police Officer Allocation (i)	0.00	1,726.42
STEP GRANT REIMBURSEMENT	1,363.85	1,363.85
Total Income	78,457.79	1,275,254.86
Gross Profit	78,457.79	1,275,254.86
Expense		
1 - General Government		
Appraisal Expense	702.42	2,809.68
Audit	0.00	15,500.00
Bank and Credit Card Fees	577.09	2,310.06
Bond Interest Expense	0.00	1,420.25
City Hall Maintenance & Repair	0.00	6,462.33
City Retirement Contribution		
Alisha	0.00	2,888.48
Cristen	0.00	2,173.51
Total City Retirement Contribution	0.00	5,061.99
Clothing	0.00	963.59
Community Clean Up	0.00	188.16
Contract Labor		
Janitorial Services	300.00	3,450.00
Total Contract Labor	300.00	3,450.00
CPA Bookkeeping Services	950.00	11,296.00
Depreciation expense	0.00	120,819.16
Dues	0.00	220.00
Emp. Health Insurance		
Special Ins Services	0.00	0.00
TML	1,618.56	17,804.16
Emp. Health Insurance - Other	0.00	0.00
Total Emp. Health Insurance	1,618.56	17,804.16
Engineer Fees	0.00	8,270.00
Equipment Maintenance		
Backhoe	566.55	591.81
Lawnmower	0.00	3,520.85
Mule	0.00	13.53
Tractor	0.00	359.05
Weedeater	0.00	66.99
Total Equipment Maintenance	566.55	4,552.23
Flagpole on Square	0.00	318.00
House Inspection	2,639.45	31,749.66
Insurance - Bonds	88.00	889.00
Insurance - Property	0.00	1,840.00
Legal Fees	1,642.50	4,815.00
Miscellaneous Expense		
Employee & Council Appreciation	0.00	4,998.12
Memorials	0.00	69.48
Publications	6.25	2,964.97
Subscription	0.00	1,265.92
Miscellaneous Expense - Other	0.00	408.58
Total Miscellaneous Expense	6.25	9,707.07

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Cash Basis

City of Riesel - General Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Office Equip. & Maintenance		
Computer	709.10	8,315.14
Printer	0.00	150.00
Office Equip. & Maintenance - Other	0.00	978.67
Total Office Equip. & Maintenance	709.10	9,443.81
Office Furniture	0.00	1,399.96
Office Supplies	695.39	6,880.17
Park Landscaping	0.00	950.00
Park Maintenance	1,220.88	18,226.68
Park Supplies	0.00	182.95
Payroll Taxes	1,241.21	12,396.56
Phones		
General Gov Cell Phone Alisha	0.00	460.75
Phones - Other	599.64	8,233.73
Total Phones	599.64	8,694.48
Postage	78.00	788.90
Public Health District	0.00	4,301.12
Salaries		
Alisha		
Wages	7,569.16	62,969.96
Total Alisha	7,569.16	62,969.96
Cristen		
Wages	3,932.43	45,619.86
Total Cristen	3,932.43	45,619.86
Total Salaries	11,501.59	108,589.82
Travel / Training / Mileage	0.00	25.00
Utilities		
Electric	610.02	6,799.29
Total Utilities	610.02	6,799.29
Workers Comp Insurance	0.00	5,274.30
Total 1 - General Government	25,746.65	434,399.38
2 - Law Enforcement		
L.E. Cell Phones	0.00	3,493.00
L.E. City Retirement Contribute		
Joshua	0.00	320.65
Justin	0.00	1,220.94
Patrick	0.00	4,313.94
Ryan	0.00	3,610.65
Total L.E. City Retirement Contribute	0.00	9,466.18
L.E. Clothing	0.00	1,089.96
L.E. Computer	0.00	100.00
L.E. Dispatch - Radio Services	40.00	160.00
L.E. Dog Catching	0.00	1,388.00
L.E. Emp. Health Insurance		
TML	3,114.20	24,862.90
Total L.E. Emp. Health Insurance	3,114.20	24,862.90
L.E. Gas	1,249.44	10,477.64
L.E. Medical	0.00	682.21
L.E. Miscellaneous	0.00	32.44
L.E. New Equipment	759.72	759.72
L.E. Office Supplies	0.00	1,761.83
L.E. Operating Supplies	0.00	7,090.41
L.E. Payroll Taxes	1,222.28	15,111.69
L.E. Postage	0.00	56.30
L.E. Property Insurance	0.00	6,078.00

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Cash Basis

City of Riesel - General Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
L.E. Salaries		
Anthony		
Wages	0.00	0.00
Total Anthony	0.00	0.00
Joshua		
Wages	0.00	6,166.42
Total Joshua	0.00	6,166.42
Justin		
Wages	4,548.79	27,938.58
Total Justin	4,548.79	27,938.58
Patrick		
Wages	5,495.42	88,243.16
Total Patrick	5,495.42	88,243.16
Ryan		
Wages	5,933.46	75,190.41
Total Ryan	5,933.46	75,190.41
Total L.E. Salaries	15,977.67	197,538.57
L.E. Training	0.00	3,599.35
L.E. Vehicle Repair&Maintenance	151.80	5,438.59
L.E. Worker's Comp Ins	0.00	6,556.00
Total 2 - Law Enforcement	22,515.11	295,742.79
3 - Court		
Court City Retirement Contrib.		
Chelsea	0.00	2,199.15
Total Court City Retirement Contrib.	0.00	2,199.15
Court Clothing	0.00	151.63
Court Computer	0.00	100.00
Court Contract Labor		
Prosecutor	1,250.00	14,150.00
Court Contract Labor - Other	0.00	464.00
Total Court Contract Labor	1,250.00	14,614.00
Court Emp. Health Insurance		
TML	809.28	8,902.08
Total Court Emp. Health Insurance	809.28	8,902.08
Court Office Supplies	74.76	1,286.22
Court Payroll Taxes	402.63	4,794.77
Court Postage	156.00	967.01
Court Salaries		
Chelsea	3,878.70	46,061.39
Judge		
Judge	1,384.62	16,615.44
Total Judge	1,384.62	16,615.44
Total Court Salaries	5,263.32	62,676.83
Court Travel/Training/Mileage		
Judge	0.00	275.00
Court Travel/Training/Mileage - Other	0.00	697.79
Total Court Travel/Training/Mileage	0.00	972.79
Omnibase		2,460.00
Security Fee Expense	49.99	549.89
State Court Cost		
Quarterly Court Cost	0.00	144,695.85
Tertiary Care Fund (Seatbelt)	0.00	148.90
Time Payment Expense	0.00	1,602.90
Total State Court Cost	0.00	146,447.65

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Cash Basis

City of Riesel - General Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Technology Fee Expense	0.00	2,651.22
Total 3 - Court	8,005.98	248,773.24
4 - Streets		
Operating Supplies		
Tools	0.00	1,047.94
Total Operating Supplies	0.00	1,047.94
Street Contract Labor	38,000.00	38,000.00
Street Maintenance		
Grass	324.35	4,390.46
Street & Road Signs	0.00	1,219.37
Street Maintenance - Other	600.00	4,135.20
Total Street Maintenance	924.35	9,745.03
Street Repairs	0.00	116,340.00
Street Retirement Contribution		
Dakota	0.00	305.92
Justin	0.00	473.41
Randy	0.00	1,761.38
Total Street Retirement Contribution	0.00	2,540.71
Street Salaries		
Dakota		
Wages	1,717.61	8,732.58
Total Dakota	1,717.61	8,732.58
Jeb		
Wages	0.00	0.00
Total Jeb	0.00	0.00
Justin		
Wages	0.00	7,941.51
Total Justin	0.00	7,941.51
Randy		
Wages	3,005.71	36,788.46
Total Randy	3,005.71	36,788.46
Total Street Salaries	4,723.32	53,462.55
Utilities (Street Lights)	1,412.78	12,873.81
Total 4 - Streets	45,060.45	234,010.04
5 - Fire Department		
Exterminator	0.00	200.00
Insurance	0.00	3,210.00
Utilities	174.21	1,942.95
Total 5 - Fire Department	174.21	5,352.95
Community Outreach	0.00	945.71
Cyber Liability Insurance	0.00	1,500.00
Park		
Event		
4th of July	1,506.31	3,025.29
Christmas Parade	0.00	2,858.04
Total Event	1,506.31	5,883.33
Security	0.00	6,500.00
Total Park	1,506.31	12,383.33
Planning & Development	1,105.00	13,450.00
Reconciliation Discrepancies	0.00	-0.04
Total Expense	104,113.71	1,246,557.40
Net Ordinary Income	-25,655.92	28,697.46

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Cash Basis

City of Riesel - General
Profit & Loss YTD Comparison
August 2026

	Aug 26	Oct '25 - Aug 26
Other Income/Expense		
Other Income		
Pass Through Income	0.00	7,500.00
Reimbursement	0.00	2,380.10
Total Other Income	0.00	9,880.10
Other Expense		
Pass Through	0.00	7,500.00
Payroll Clearing	0.00	0.00
Total Other Expense	0.00	7,500.00
Net Other Income	0.00	2,380.10
Net Income	-25,655.92	31,077.56

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Cash Basis

City of Riesel - Water Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Ordinary Income/Expense		
Income		
ARPA FUNDS-Arsenic Reduction	10,710.00	257,417.42
Hydraulic Study	2,200.00	2,515.00
Interest Income		
ARPA Grant	0.00	25.74
Construction I & S	4.12	146.19
Dividend income	0.00	181,233.27
Water \$100,000 CD	0.00	1,131.02
Water III Reserve	0.00	326.95
Water Money Market	2,190.30	21,506.67
Total Interest Income	2,194.42	204,369.84
Miscellaneous Income	0.00	36,760.00
MS Water Supply	5,072.90	47,025.66
Series 2021 Bond Repayment	3,700.00	40,700.00
Sewer Revenue	0.00	0.00
Tie In Fees	4,000.00	12,500.00
Trash Revenue		
Trash Revenue - Surcharge	0.00	0.00
Trash Revenue - Other	15,045.26	157,451.02
Total Trash Revenue	15,045.26	157,451.02
Water Revenue		
Refunds	0.00	-50.00
Returned Checks	-538.00	-1,596.20
Revenue	38,078.02	408,543.79
Water Revenue - Other	0.00	70.00
Total Water Revenue	37,540.02	406,967.59
Total Income	80,462.60	1,165,706.53
Gross Profit	80,462.60	1,165,706.53
Expense		
Amortization Expense	0.00	24,172.85
Bank Fees	0.00	140.41
Bond Expense	0.00	637.03
City Retirement Contribution		
Dakota	44.83	227.93
Justin	0.00	206.57
Randy	78.45	959.12
Total City Retirement Contribution	123.28	1,393.62
Clothing	0.00	154.92
Conference/Training	0.00	1,484.06
Conservation Fee	203.39	1,587.17
Depreciation expense	0.00	184,942.62
Dues	0.00	760.00
Emp Health Insurance		
Special Ins Services	809.28	6,474.24
Total Emp Health Insurance	809.28	6,474.24
Engineer Fees		
Arsenic	0.00	141,626.20
Total Engineer Fees	0.00	141,626.20
Generator	0.00	159.08
Hydraulic Study Development	0.00	1,290.00

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Cash Basis

City of Riesel - Water Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Insurance		
Property	0.00	5,835.50
Worker's Comp	0.00	1,952.00
Total Insurance	0.00	7,787.50
Interest		
Interest - Bond Payable	0.00	10,168.13
Total Interest	0.00	10,168.13
Lab Expense	289.00	2,203.67
Legal & Audit Fees		
Legal Fees	2,722.50	16,580.89
Total Legal & Audit Fees	2,722.50	16,580.89
Office Supplies		
Water Office - Office Supplies	0.00	794.76
Office Supplies - Other	0.00	836.55
Total Office Supplies	0.00	1,631.31
Operating Supplies	6,671.70	38,463.72
Payroll Taxes	180.65	2,046.87
Permit Fee	0.00	100.00
Phones & Pagers		
Cell Phones	83.80	1,178.09
Total Phones & Pagers	83.80	1,178.09
Postage	331.50	4,144.67
Regulatory Fees	0.00	1,205.40
Repairs/Replacement/Maintenance	0.00	18,928.73
Royalty Fee	199.13	1,253.47
Salaries		
Dakota		
Wages	0.00	577.21
Dakota - Other	858.81	3,789.09
Total Dakota	858.81	4,366.30
Jeb		
Wages	0.00	0.00
Total Jeb	0.00	0.00
Justin		
Wages	0.00	3,970.76
Total Justin	0.00	3,970.76
Randy		
Wages	1,502.86	18,394.26
Total Randy	1,502.86	18,394.26
Total Salaries	2,361.67	26,731.32
Tools	0.00	624.81
Trash Expense	14,333.34	156,550.95
Truck		
Parts	0.00	16.62
Truck - Other	1,249.71	2,882.87
Total Truck	1,249.71	2,899.49
Truck (Gas)	733.22	5,776.49

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Cash Basis

City of Riesel - Water
Profit & Loss YTD Comparison
August 2026

	Aug 26	Oct '25 - Aug 26
Utilities		
Electric		
Navasota	5,879.03	57,273.13
Electric - Other	0.00	5,647.93
Total Electric	5,879.03	62,921.06
Phone	192.86	2,204.90
Total Utilities	6,071.89	65,125.96
Water Purchased		
Tri County	500.00	6,000.00
Total Water Purchased	500.00	6,000.00
Total Expense	36,864.06	734,223.67
Net Ordinary Income	43,598.54	431,482.86
Net Income	43,598.54	431,482.86

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Cash Basis

City of Riesel - Sewer Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Ordinary Income/Expense		
Income		
Interest Income		
1999 Fund	0.00	1,046.57
Repair & Replacement	0.00	71.76
Reserve Fund	0.00	268.84
Sewer Money Market	809.43	8,382.45
Total Interest Income	809.43	9,769.62
Misc. Income	216.00	216.00
Sewer Revenue		
Revenue	11,404.62	131,037.39
Total Sewer Revenue	11,404.62	131,037.39
Tie In Fees	4,500.00	13,000.00
Total Income	16,930.05	154,023.01
Expense		
Bond Interest Expense	0.00	7,865.79
City Retirement Contribution		
Dakota	0.00	183.10
Justin	0.00	206.57
Randy	0.00	876.21
Total City Retirement Contribution	0.00	1,265.88
Depreciation expense	0.00	37,515.09
Generator	0.00	325.35
Insurance		
Property	0.00	5,835.50
Worker's Comp.	0.00	1,952.00
Total Insurance	0.00	7,787.50
Irrigation Pond	0.00	787.47
Lab Expense	534.00	5,892.00
Lift Station	0.00	2,906.59
Office Supplies	0.00	193.02
Operating Supplies	1,376.73	6,032.06
Payroll Taxes	180.66	2,049.41
Regulatory Fees		
Permit Renewal	0.00	1,250.00
Total Regulatory Fees	0.00	1,250.00
Repairs/Replacement/Maintenance	440.00	51,006.06
Salaries		
Dakota		
Wages	858.81	4,366.30
Total Dakota	858.81	4,366.30
Jeb		
Wages	0.00	0.00
Total Jeb	0.00	0.00
Justin		
Wages	0.00	3,970.76
Total Justin	0.00	3,970.76

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Cash Basis

City of Riesel - Sewer Profit & Loss YTD Comparison August 2026

	Aug 26	Oct '25 - Aug 26
Randy Wages	1,502.86	18,394.26
Total Randy	1,502.86	18,394.26
Total Salaries	2,361.67	26,731.32
Tools	0.00	475.96
Utilities		
Electric		
Reliant	45.33	3,664.94
Electric - Other	0.00	9,058.52
Total Electric	45.33	12,723.46
Gas	0.00	1,033.16
Total Utilities	45.33	13,756.62
Total Expense	4,938.39	165,840.12
Net Ordinary Income	11,991.66	-11,817.11
Net Income	11,991.66	-11,817.11

Paul J. Christensen & Associates, LLC

Certified Public Accountants

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<http://www.waco-cpa.com>

Paul J. Christensen, C.P.A.
Gary L. Sauls, C.P.A.
Cynthia M. Daniels, C.P.A.

September 1, 2026

To the Honorable Mayor and Members of the City Council
City of Riesel, Texas

We are pleased to confirm our understanding of the services we are to provide the City of Riesel, Texas for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the City of Riesel, Texas as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Riesel, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Riesel, Texas' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
- 3) Notes to Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
- 4) Scheduled of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
- 5) Schedule of Pension Contributions – Texas Municipal Retirement System
- 6) Schedule of Changes in Net OPEB Liability and Related Ratios – Texas Municipal Retirement System
- 7) Schedule of OPEB Contributions – Texas Municipal Retirement System

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Riesel, Texas and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition.

- Management override of controls.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Riesel, Texas' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Riesel, Texas in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements;

compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Riesel, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Paul J. Christensen & Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Paul J. Christensen & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Paul J. Christensen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$15,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

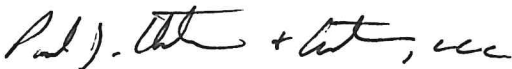
Reporting

We will issue a written report upon completion of our audit of the City of Riesel, Texas' financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City of Riesel, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Riesel, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Riesel, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Paul J. Christensen & Associates, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Riesel, Texas.

Jennifer Hogg, Mayor

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on November 3, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de noviembre de 2024

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Mayor / Alcaldesa Deanna Davis
Council Member / Miembro del Concejo Municipal Kevin Wunderlich
Council Member / Miembro del Concejo Municipal Glenna Sandhoff

Alisha Flanary
Signature (Firma)

Alisha Flanary
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

September 15, 2026
Date of signing (Fecha de firma)

*See reverse side for instructions
(Instrucciones en el reverso)*

(Seal) (sello)



**CITY OF RIESEL, TEXAS
ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN**

The CITY OF RIESEL CITY COUNCIL hereby cancels the election scheduled to be held
on NOVEMBER 3, 2026 in accordance with Section 2.053(a) of the Texas
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El CITY OF RIESEL CITY COUNCIL *por la presente cancela la elección que, de lo contrario,*
(nombre oficial de la entidad gobernante)
se hubiera celebrado el NOVEMBER 3, 2026 *de conformidad, con*
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Deanna Davis	Mayor / Alcaldesa
Kevin Wunderlich	Council Member / Miembro del Concejo Municipal
Glenna Sandhoff	Council Member / Miembro del Concejo Municipal

A copy of this order will be posted on Election Day at each polling place that would have been
used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que
se hubieran utilizado en la elección.*

Jennifer Hogg, Mayor
Presiding Officer / Funcionaria Presidenta

Alisha Flanary, City Secretary
Secretary / Secretaria

(seal) (sello)

Date of adoption (Fecha de adopción)

See reverse side for instructions
Instrucciones en el reverso

BASF AGREEMENTS
FOR ALLUVIUM WELL PROJECT

LEASE AGREEMENT

This Lease Agreement is entered into by and between the City of Riesel, Texas (“Lessee”) and BASF Corporation (“Lessor”) to be effective as of the date of the last party’s execution of this Lease Agreement (the “Effective Date”).

1. Lease. Lessor agrees to Lease to Lessee, and Lessee agrees to lease from Lessor, the Leased Premises described in Section 2 on the terms and conditions and for the consideration set out herein. This shall include the right of ingress and egress to the Leased Premises through approved routes.

2. Leased Premises. The Leased Premises is made up of three (3) tracts of land as set forth below.

Tract 1: 0.359 acres as described in Exhibit “A” attached hereto for purposes of a water well;

Tract 2: 0.359 acres as described in Exhibit “B” attached hereto for purposes of a water well; and

Tract 3: 4.0739 acres as described in Exhibit “C” attached hereto for the purposes of a water treatment plant and water delivery equipment/facilities.

3. Term. The initial term of this Lease Agreement shall be 60 years from the Effective Date (the “Initial Term”). At the end of the Initial Term, this Lease Agreement shall automatically renew and extend for a period of 50 years (“Secondary Term”). The Initial Term, plus the Secondary Term, shall be referred to herein as the “Term.”

4. Rent. TEN DOLLARS (\$10.00) and other good and valuable consideration.

5. Additional Rent. As additional rent, once water production from the treatment plant begins, the Lessee agrees to provide the Lessor with up to 5,000 gallons of treated water per day for its local facility(ies) at Lessor’s Lake Creek Ranch property at no charge to the Lessor. Lessor shall be responsible for installation of all lines and appurtenances for delivery of the treated water to its facility(ies). The Lessee shall be responsible for installation of the meter. The Lessor shall not exceed the 5,000 gallons per day limit except in an emergency. If based on a month’s usage the average daily usage for the month exceeds 5,000 gpd, the Lessor shall pay the Lessee for the extra water usage at the Lessee’s standard customer fees. Frequent or excessive use that exceeds 5,000 gpd may result in controls or restrictors being placed on the Lessor’s service connection.

6. Construction, Operation & Maintenance. Lessee is responsible for maintenance of the Leased Premises (and any improvements, fixtures and installations and equipment thereon necessary for the Permitted Use, including, without limitation the water treatment facility and all related infrastructure and equipment related thereto), and for obtaining and maintaining

compliance with any permits or other authorizations required for the foregoing, provided that Lessor shall, upon Lessee's reasonable prior written request and at Lessee's sole cost and expense, reasonably cooperate with Lessee solely in Lessor's capacity as landowner in connection with the foregoing, including by executing applications or other documents required to be executed by the landowner; provided, however, that (a) such cooperation shall be limited to ministerial acts, (b) Lessor shall have at least ten (10) business days to review any such application or other document before execution, (c) Lessor shall not be required to make any representation, warranty or certification, verify the accuracy or completeness of any information, incur any liability or obligation, or become an applicant, permittee or obligor with respect to any such permit or authorization, and (d) except for such limited cooperation, Lessor shall have no obligation with regard thereto.

7. Limitations on Use of Water.

- (a) Lessee's right to draw or extract groundwater from the wells located on the Leased Premises is strictly limited to the minimum quantities reasonably necessary for the following purposes only: (a) blending or dilution of Lessee's municipal water supply as necessary for Lessee to comply with applicable legal limits for arsenic in potable water supplied to residents of the City of Riesel, Texas and the residents of the Meiers Settlement Community; and (b) providing treated water to Lessor as required under this Lease Agreement. Lessee shall not draw, extract, produce, use, store, transport, transfer, sell, exchange, market, broker, assign, dedicate, or otherwise make available any water drawn from the wells for any other purpose, whether directly or indirectly, and whether for compensation or otherwise. The provision of water by Lessee to the Meiers Settlement Water Supply Corporation shall be limited for use by residents of the Meiers Settlement area. The Lessee shall assure that the Meiers Settlement Water Supply Company shall not sell water to other than its residential and commercial customers located in the Meiers Settlement Community.
- (b) Without limiting the foregoing, Lessee shall not sell or exchange any such water to or with any third party except for the Meiers Settlement Water Supply Corporation. No water will be sold to any other third party that is not a customer of the Lessee or the Meiers Settlement Water Supply Corporation
- (c) Lessee acknowledges and agrees that Lessor has a material interest in preserving the groundwater resource beneath or associated with the Leased Premises, including for Lessor's potential future use, development, conservation, sale, lease, or other monetization. Nothing in this Lease Agreement grants Lessee any ownership interest in the groundwater, aquifer, groundwater estate, groundwater rights, or any water rights associated with the Leased Premises, except for the

limited contractual right to extract water solely for the purposes expressly permitted in this Section.

- (d) Lessee shall operate the wells in a commercially reasonable and conservation-minded manner and shall not withdraw water in quantities that are excessive in relation to the permitted purposes described above. Upon Lessor's written request, Lessee shall provide Lessor with copies of reasonably available pumping records, production logs, meter readings, regulatory reports, or other records sufficient to demonstrate Lessee's compliance with this Section. Lessor may also require Lessee to install, maintain, and use meters or other commercially reasonable measuring devices for each well, at Lessee's sole cost and expense, if such meters or devices are not already in place.
- (e) Any violation of this Section shall constitute a material breach of this Lease Agreement. Lessee acknowledges that unauthorized withdrawal, use, sale, transfer, or depletion of groundwater may cause Lessor irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to all other rights and remedies available at law or in equity, Lessor shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable relief to prevent or restrain any actual, threatened, or alleged violation of this Section, without the necessity of proving actual damages or posting bond or other security. Lessee waives any requirement that Lessor post a bond or other security in connection with any such equitable relief.

8. Utilities. Lessee is responsible for all utility service to the Leased Premises and Lessor shall have no obligation with regard thereto.

9. Indemnification. TO THE EXTENT, IF ANY, ALLOWED BY TEXAS LAW, LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COST AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO LESSEE'S USE OR OPERATION OF THE LEASED PREMISES OR LESSEE'S PRESENCE ON LESSOR'S REAL PROPERTY.

Insurance. Grantee agrees to maintain during the term of this Agreement and shall provide limits of liability of not less than the following: (a) Workers' Compensation in compliance with statutory requirements, (b) Commercial General Liability with limits of liability of \$1,000,000 per occurrence. Further, Grantee shall cause each contractor who enters onto the Property (or Grantor's real property) for purposes of conducting work on behalf of Grantee to demonstrate that such contractor maintains the following insurance coverages, with insurers that have a financial

strength rating with A.M Best or similar rating agency of at least A- or better, with limits of liability of not less than the following: a) Workers' Compensation in compliance with statutory requirements, b) Employer's Liability with limits of liability of \$1,000,000; c) Commercial General Liability with limits of liability of \$5,000,000 per occurrence; and d) Commercial Automobile Liability insurance for all owned, hired, leased and non-owned automobiles with limits of liability of \$5,000,000 combined single limit. All such insurance (whether carried by Grantee or Grantee's contractors) shall be primary and non-contributory to the insurance maintained by Grantor in the event of a loss; release and waive all rights of subrogation against Grantor possessed by Grantee's insurers; and, except for the policy held by Grantee, include Grantor as an additional insured. Upon request, Grantee shall provide Grantor with certificates of insurance evidencing the foregoing insurance requirements.

10. Taxes. Lessee is exempt from property taxation. Lessor shall be responsible for the taxes on the underlying land, if any.

11. Use. Lessee will use the Leased Premises solely for purposes of providing municipal water service to the residents of Reisel and the Meiers Settlement Water Supply Corporation, consistent with the limitations set forth in Section 7 hereof (the "Permitted Use"). Lessee shall not commit waste on the Leased Premises. Lessee shall be solely responsible for the water, chemicals, sludge, wastes and other materials used, treated, generated, stored, transported, disposed of, supplied, released or otherwise handled by or on behalf of Lessee in connection with the Permitted Use, including the presence, release, discharge, spill, or migration of any contaminants in, on, under or from the Leased Premises arising out of or relating thereto, and Lessee releases and shall hold harmless Lessor from and against any and all liabilities, claims, demands, causes of action, losses, damages, fines, penalties, response costs, remediation costs, monitoring costs, investigation costs and other costs and expenses (including reasonable attorneys' fees and consultants' fees) arising out of or relating thereto or Lessee's use or occupancy of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor. Further, Lessee shall be responsible for all chemicals used in the water treatment process and shall use its best efforts to prevent any spillage or dumping of such chemicals onto the Leased Premises. If such occurs, Lessee shall promptly investigate, contain, clean up, remediate and monitor the affected area and any resulting contamination in compliance with applicable Law. The water treatment process will result in the solids removed from the water (also known as "sludge") being maintained on a temporary basis only in a designated and Lessor-approved area on the Leased Premises. The sludge will be removed, transported, and disposed of periodically offsite at Lessee's sole cost and expense, in each case in compliance with applicable Law. Precautions will be taken to ensure that sludge does not overflow or spill onto undesignated areas. If such occurs, Lessee shall promptly investigate, contain, clean up, remediate and monitor the affected area and any resulting contamination in compliance with applicable Law and to the reasonable satisfaction of Lessor. Lessee shall have no claim against Lessor arising from the environmental condition of the Leased

Premises, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee's obligations under this Section shall survive expiration or earlier termination of this Lease.

12. No Early Termination. This Lease Agreement cannot be terminated early even if the Lessee is in breach of this Lease Agreement. In such instances, the Lessor's remedy is an action for damages or equitable relief (if applicable). For example, if the Lessee fails to provide treated water to the Lessor's facility, Lessor would be entitled to recover the cost of trucking in water to its facility. This Lease Agreement may only be terminated early if the parties agree to such early termination in writing – which must be approved by the Lessee's City Council.

13. Leasehold Improvements. Upon termination of this Lease Agreement, the Lessor may either: (1) take possession of the leasehold improvements or (2) require the Lessee to remove (and/or cap in place) some or all the improvements (in Lessor's discretion). If the Lessor demands removal of improvements, the Lessee shall have a period of one (1) year to demolish and remove the improvements. If the Lessee fails to do so, the Lessor may do so and shall be entitled to recover the cost thereof from the Lessee.

14. Compliance with Laws. Lessee shall comply with all applicable laws, regulations and other legally-binding requirements of any governmental authority (collectively, "Laws") in its use and maintenance of the Leased Premises and Lessee's operations thereon.

15. Governing Law. This Lease Agreement shall be governed by Texas Law and, to the extent applicable to the Permitted Use, federal Laws.

16. Venue. Any dispute arising out of this Lease Agreement shall be heard in a court of competent jurisdiction (state or federal) sitting in McLennan County, Texas.

17. Attorney's Fees. The prevailing party in any litigation between the parties arising out of this Lease Agreement shall be entitled to recover its reasonable and necessary attorney's fees and costs of suit.

18. No Third-Party Beneficiary. This Lease Agreement is solely for the benefit of the Lessor and Lessee, and no third-party beneficiaries are intended.

19. Recording and Binding on Successors and Assigns. This Lease Agreement shall not be recorded, but a memorandum of this Lease Agreement may be recorded, at the request of either party, in the Official Public Records of McLennan County, Texas. The parties agree that this Lease Agreement shall run with the land and shall be binding on their successors and assigns.

BASF Corporation

By: _____

Its: _____

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as _____ of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

City of Riesel, Texas

By: _____

Its: Mayor

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Jennifer Hogg who attested that she executed this instrument for the purposes and consideration stated therein in her capacity as Mayor of the City of Riesel, Texas and is authorized to bind the City of Riesel, Texas by her signature.

NOTARY PUBLIC, STATE OF _____

EXHIBIT A



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 0.359 ACRE LEASE TRACT

BEING A 0.359 ACRE LEASE TRACT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 0.359 ACRE LEASE TRACT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a found 3/8 inch iron rod for reference (control monument) at a common corner between the said 34.835 acre tract of land and a called 376.094 acre tract of land, described as Parcel One, in a deed to DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T.;

THENCE N 34° 33' 36" E over and across the said 34.835 acre tract of land, a distance of 531.21 feet to a set 5/8 inch iron rod with plastic cap stamped STV (STV iron rod) marking the south corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across the said 34.835 acre tract of land the following four (4) courses and distances;

1. **N 26° 56' 15" W**, a distance of **125.00 feet** to a set STV iron rod marking the west corner of the herein described tract;
2. **N 63° 03' 45" E**, a distance of **125.00 feet** to a set STV iron rod marking the north corner of the herein described tract from which a found 1/2 inch iron rod for reference (control monument) being a common corner between the said 34.835 and 376.094 acre tracts of land bears N 54° 35' 12" E, a distance of 365.86 feet;
3. **S 26° 56' 15" E**, a distance of **125.00 feet** to a set STV iron rod marking the east corner of the herein described tract;
4. **S 63° 03' 45" W**, a distance of **125.00 feet** to the **POINT OF BEGINNING** of the herein described easement and containing 0.359 acres more or less;

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

A handwritten signature in blue ink that reads "Brian K. Kidd".

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



Date : September 10, 2026

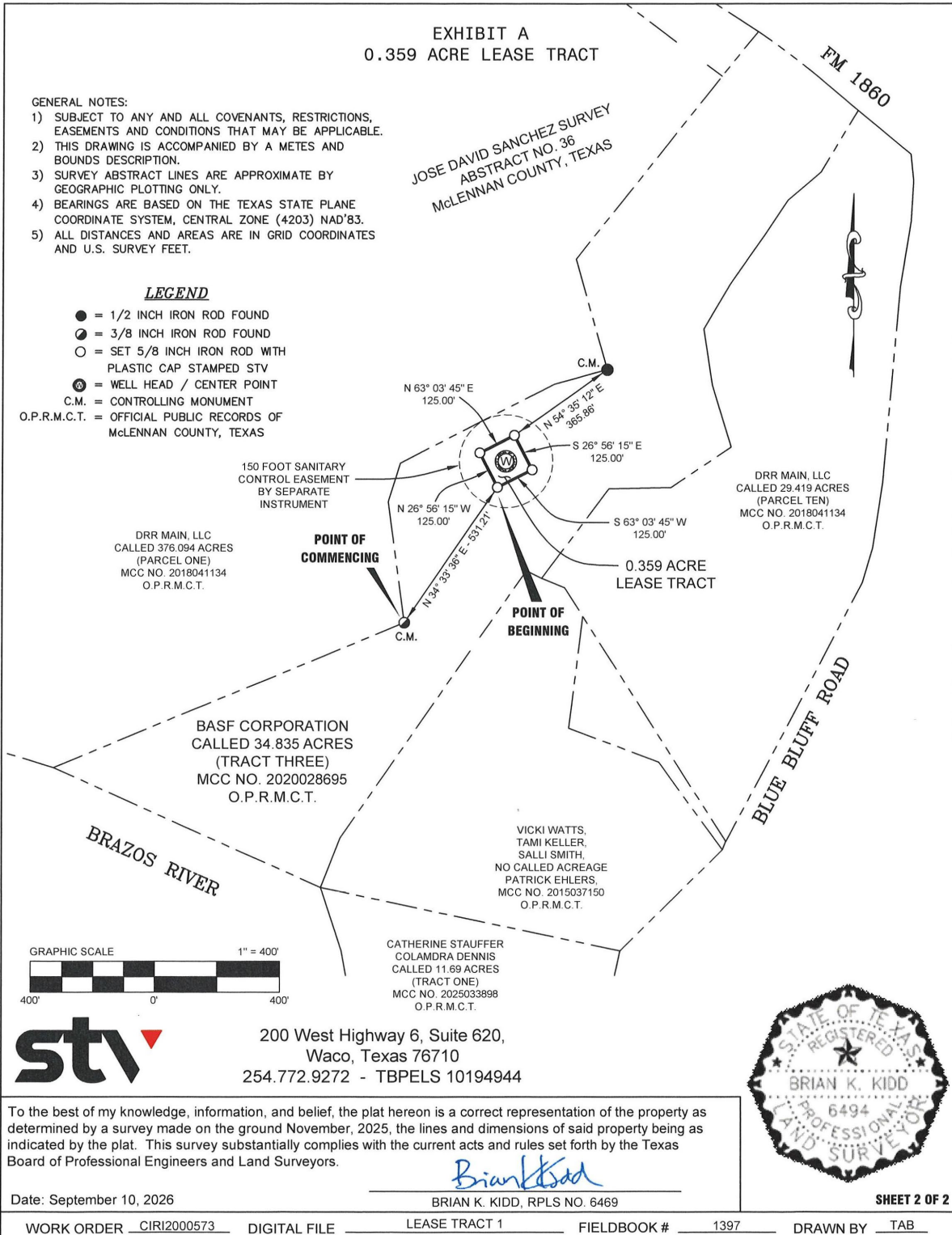
EXHIBIT A 0.359 ACRE LEASE TRACT

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD'83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.

LEGEND

- = 1/2 INCH IRON ROD FOUND
- ⦿ = 3/8 INCH IRON ROD FOUND
- = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED STV
- ⊙ = WELL HEAD / CENTER POINT
- C.M. = CONTROLLING MONUMENT
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS



200 West Highway 6, Suite 620,
Waco, Texas 76710
254.772.9272 - TBPELS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

Brian Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6469



SHEET 2 OF 2

WORK ORDER CIRI2000573 DIGITAL FILE LEASE TRACT 1 FIELDBOOK # 1397 DRAWN BY TAB

I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUTS\CIRI2000573-BASF LEASE TRACT 1.dwg

EXHIBIT B



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 0.359 ACRE LEASE TRACT

BEING A 0.359 ACRE LEASE TRACT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 0.359 ACRE LEASE TRACT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a found 1/2 inch iron rod for reference (control monument) at a common corner between the said 34.835 acre tract of land and a called 376.094 acre tract of land, described as Parcel One, in a deed DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T.;

THENCE N 76° 56' 03" E over and across the said 34.835 acre tract of land, a distance of 998.56 feet to a set 5/8 inch iron rod with plastic cap stamped STV (STV iron rod) marking the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

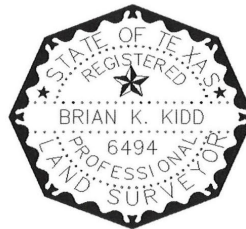
THENCE continuing over and across the said 34.835 acre tract of land the following four (4) courses and distances;

1. **N 08° 04' 47" E**, a distance of **125.00 feet** to a set STV iron rod marking the northwest corner of the herein described tract;
2. **S 81° 55' 13" E**, a distance of **125.00 feet** to a set STV iron rod marking the northeast corner of the herein described tract from which a found 3/8 inch iron rod for reference (control monument) being a common corner between the said 34.835 and 376.094 acre tracts of land bears N 07° 27' 47" E, a distance of 138.07 feet;
3. **S 08° 04' 47" W**, a distance of **125.00 feet** to a set STV iron rod marking the southeast corner of the herein described tract;
4. **N 81° 55' 13" W**, a distance of **125.00 feet** to the **POINT OF BEGINNING** of the herein described easement and containing 0.359 acres more or less;

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

A handwritten signature in blue ink that reads "Brian K. Kidd".

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



Date : September 10, 2026

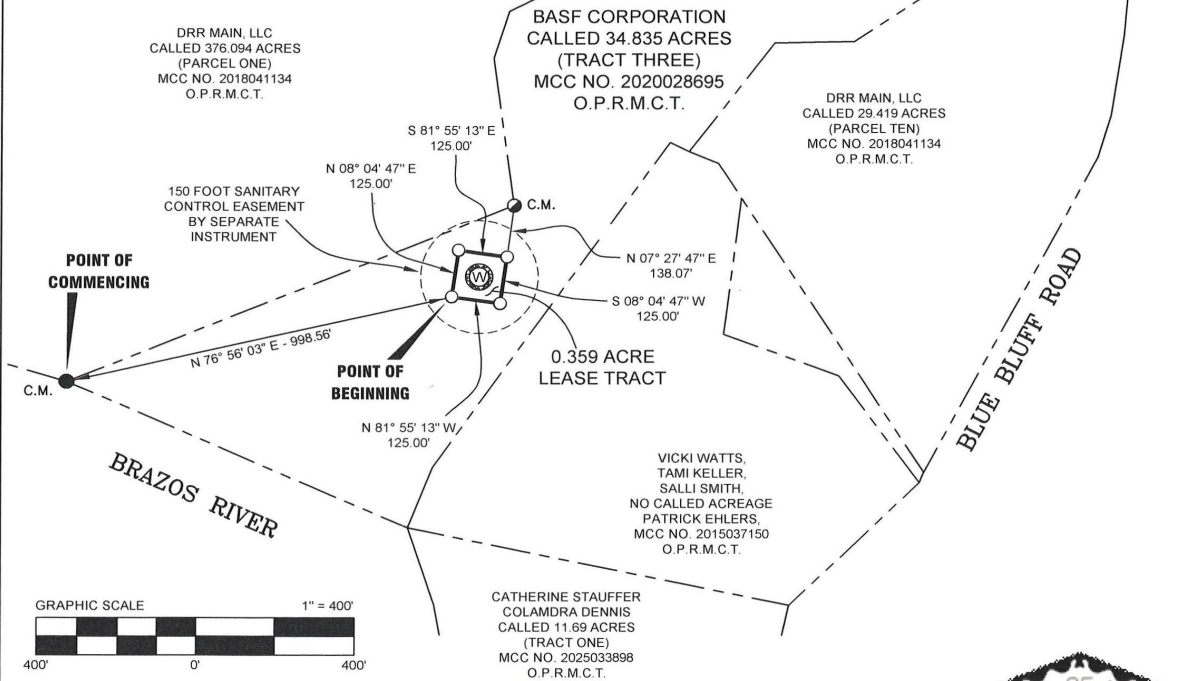
EXHIBIT A 0.359 ACRE LEASE TRACT

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD'83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.

LEGEND

- = 1/2 INCH IRON ROD FOUND
- ⦿ = 3/8 INCH IRON ROD FOUND
- = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED STV
- ⊙ = WELL HEAD / CENTER POINT
- C.M. = CONTROLLING MONUMENT
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS



200 West Highway 6, Suite 620,
Waco, Texas 76710
254.772.9272 - TBPELS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

Brian Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6469



SHEET 2 OF 2

WORK ORDER CIRI2000573 DIGITAL FILE LEASE TRACT 2 FIELDBOOK # 1397 DRAWN BY TAB

I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUS\CIRI2000573-BASF LEASE TRACT 2.dwg

EXHIBIT C



METES AND BOUNDS DESCRIPTION 4.0739 ACRES

BEING A 4.0739 ACRE TRACT OF LAND SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 1,833.6 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO BASF CORPORATION AS RECORDED IN McLENNAN COUNTY CLERK'S FILE NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.); SAID 4.0739 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 Inch capped Iron rod found and stamped "1519", Controlling Monument (CM), being an interior "ell" corner of said 1,833.6 acre tract, also being the north corner of that called 0.11 acre tract of land described as Tract Two in a deed to Aleishia Butler and Curtis Miller as recorded in MCC No. 2012039652 of said O.P.R.M.C.T.;

THENCE S 32° 22' 12" E, along the common south line of said 1,833.6 acre tract and the northeast line of said 0.11 acre tract, a distance of 180.10 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) lying in the north Right of Way (R.O.W.) line of FM 1860 (commonly known as W. Lake Creek Road)(100' wide R.O.W.) at the beginning of a tangent curve to the left, having a central angle of 13° 39' 50", a radius of 1,382.39 feet, and having a chord bearing S 71° 54' 29" E, a chord distance of 328.89 feet, being a common corner of said 1,833.6 acre tract and the east corner of said 0.11 acre tract;

THENCE leaving said 0.11 acre tract, along the common south line of said 1,833.6 acre tract and the north R.O.W. line of said FM 1860, along said tangent curve to the left in a southeasterly direction, an arc distance of 329.67 feet, to a 5/8 Inch capped Iron rod set and stamped "STV" for the POINT OF BEGINNING and a corner of the tract hereof;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following eight (8) courses and distances:

- 1) N 09° 23' 18" E, a distance of 173.44 feet, to a 5/8 Inch capped Iron rod set and stamped "STV" for corner;
- 2) N 65° 22' 52" W, a distance of 397.27 feet, to a 5/8 Inch capped Iron rod set and stamped "STV" for the west corner hereof, also being the southeast corner of a 20 foot wide Waterline Easement (WE) by separate Instrument;
- 3) N 24° 37' 08" E, passing at a distance of 20.00 feet the northeast corner of said WE, continuing a total distance of 285.76 feet, to a 5/8 Inch capped Iron rod set and stamped "STV" for the north corner hereof;
- 4) S 65° 22' 52" E, a distance of 437.87 feet, to a 5/8 Inch capped Iron rod set and stamped "STV" for corner;

- 5) $\text{S } 33^{\circ} 30' 58'' \text{ E}$, a distance of 230.10 feet, to a 5/8 inch capped Iron rod set and stamped "STV" for the east corner hereof;
- 6) $\text{S } 24^{\circ} 37' 08'' \text{ W}$, a distance of 164.29 feet, to a 5/8 inch capped Iron rod set and stamped "STV" for corner, also being the southwest corner of a 20 Foot Wide Easement (WE) by separate instrument;
- 7) $\text{N } 65^{\circ} 22' 52'' \text{ W}$, a distance of 184.20 feet, to a 5/8 inch capped Iron rod set and stamped "STV" for corner;
- 8) $\text{S } 09^{\circ} 23' 18'' \text{ W}$, a distance of 160.56 feet, to a 5/8 inch capped Iron rod set and stamped "STV" for the south corner hereof, lying in the common south line of said 1,833.6 acre tract and the north R.O.W. line of said FM 1860, at the beginning of a tangent curve to the right, having a central angle of $02^{\circ} 04' 22''$, a radius of 1382.39 feet, and having a chord bearing of $\text{N } 79^{\circ} 46' 35'' \text{ W}$, a chord distance of 50.01 feet, from which, a 1/2 inch capped Iron rod found and stamped "1519" (CM) at the end of said curving common line has an arc distance of 196.05 feet and a chord bearing $\text{S } 84^{\circ} 52' 32'' \text{ E}$, a chord distance of 195.89 feet;

THENCE along said common line and said tangent curve to the right in a northwesterly direction, an arc distance of 50.01 feet, to the POINT OF BEGINNING and containing 4.0739 acres of land, more or less.

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983. Areas and distances are in grid coordinates and US Survey Feet.

Brian Kidd

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



Date: September 10, 2026

200 W Hwy 6, Suite 620
Wilco, TX 76712
254.772.9272
TBPELS 10194044
stvinc.com

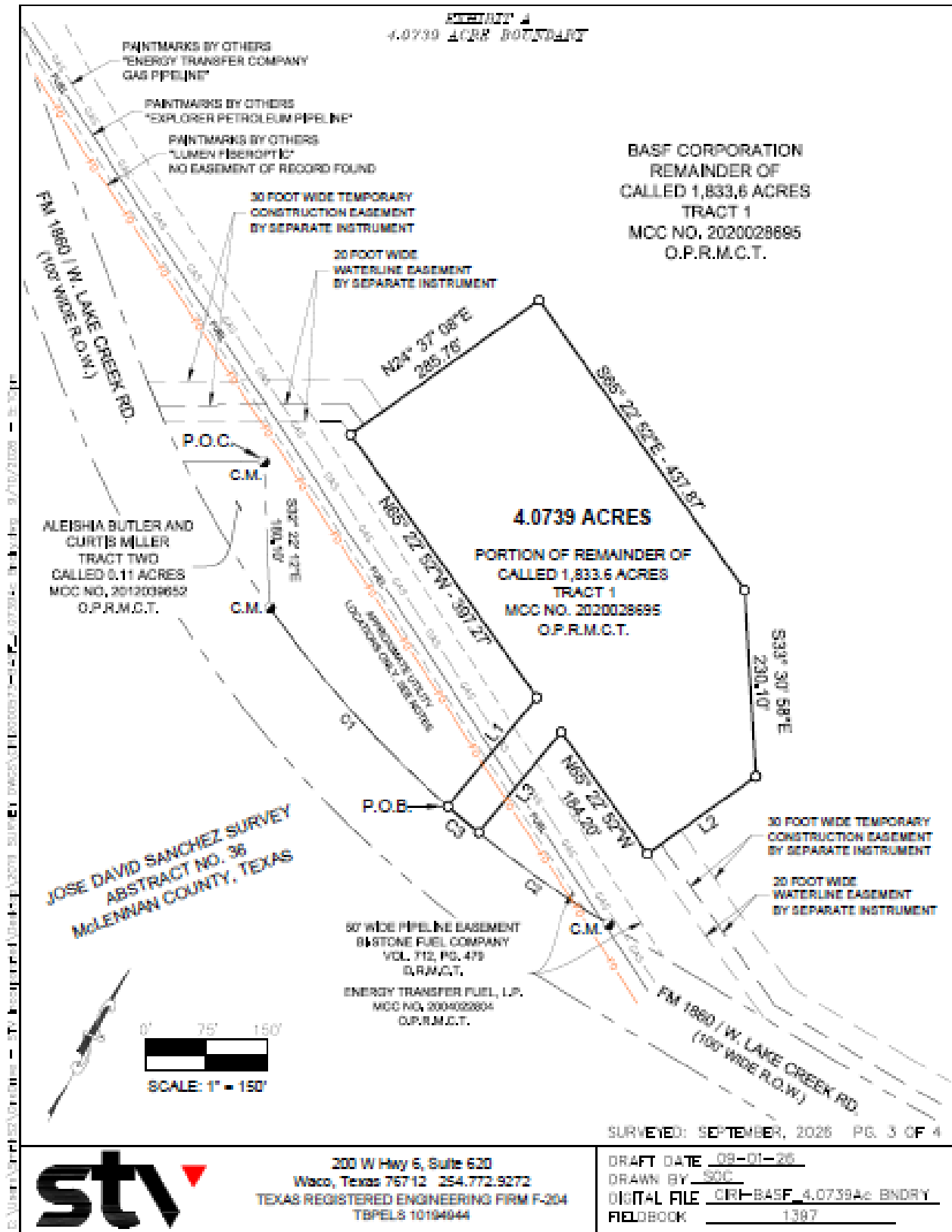


EXHIBIT A
4.0739 ACB BOUNDARY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 09°23'18" E	173.44'
L2	S 24°37'06" W	164.28'
L3	S 09°23'18" W	160.98'

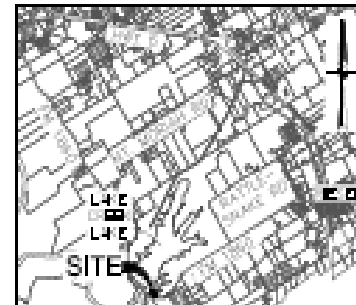
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C1	12°38'50"	1382.39'	329.67'	S 71°54'29" E	328.89'
C2	8°07'32"	1382.39'	196.06'	S 84°52'32" E	195.89'
C3	2°04'22"	1382.39'	50.01'	N 79°48'58" W	50.01'

LEGEND

- = 1/2 INCH CAPPED IRON ROD FOUND AND STAMPED "1519"
○ = 5/8 INCH CAPPED IRON ROD SET AND STAMPED "STV"
CIRP = CAPPED IRON ROD FOUND AND STAMPED AS NOTED
C.M. = CONTROLLING MONUMENT
R.O.W. = RIGHT OF WAY
D.R.M.C.T. = DEED RECORDS OF MALENNAN COUNTY, TEXAS
O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF MALENNAN COUNTY, TEXAS
MCC NO. = MALENNAN COUNTY CLERK'S FILE NUMBER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLATTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.
- 6) ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS AND/OR PERFORMED BY STV. THERE MAY BE ADDITIONAL UTILITIES THAT STV HAS NOT BEEN ADVISED OF.
- 7) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS (DEFERRED OR UNRECORDED) AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT STV HAS NOT BEEN ADVISED OF.
- 8) PARTIALS ARE IN RESPONSE TO 811 TIERET NOS. 2579503345, 2579503385, 2579506781 AND 2579507384. EFFECTIVE DATE OF OCT. 22, 2025, AND TIERET NOS. 2579608173, 2579609079, 2579609872. EFFECTIVE DATE OF OCT. 23, 2025. NO UNDERGROUND UTILITY LOCATION WORK PERFORMED BY STV.



LOCATION MAP
NOT TO SCALE



Brian Koo

BRIAN K. KOO
TEXAS RPLS. NO. 6494
DATE: SEPTEMBER 10, 2026

SURVEYED: SEPTEMBER, 2026 PG. 4 OF 4



200 W Hwy 6, Suite 620
Waco, Texas 76712 254.772.9272
TEXAS REGISTERED ENGINEERING FIRM F-204
TBPELS 10194944

DRAFT DATE 08-01-26
DRAWN BY SOC
DIGITAL FILE CIR-BASF_4.0739Ac_BNDRY
FIELDBOOK 1387

MEMO AGREEMENT

The City of Riesel and BASF Corporation, Inc have entered into various easements and a Lease for certain property owned by BASF Corporation, Inc. The total sum of consideration to be paid by the City of Riesel to BASF Corporation, Inc is \$250,000. The total is divided as follows:

- \$100,000 for the purchase of the various easements
- \$100,000 for the purchase of water rights, and
- \$50,000 for the actual lease of land for the plant sites.

BASF CORPORATION, INC

By:_____

Its:_____

Date:_____

CITY OF RIESEL, TEXAS

By:_____

Its: Mayor

Date:_____

SANITARY CONTROL EASEMENT

GRANTOR(S): BASF Corporation

GRANTOR'S ADDRESS: 602 Copper Road, Freeport, TX 77541

GRANTEE: City of Riesel, Texas, a municipal corporation

GRANTEE'S ADDRESS: P.O. Box 249, Riesel, McLennan County, Texas 76682

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 150-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in Exhibit "A" attached hereto.

PROPERTY SUBJECT TO EASEMENT:

The area within a 150-foot radius of the water well location as shown on Exhibit "A" attached hereto.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

Grantor:

BASF CORPORATION

BY: _____

ITS: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as _____ of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

PREPARED IN THE LAW OFFICE OF:

Michael W. Dixon

HALEY & OLSON, P.C.

100 N. Ritchie Road, Suite 200

Waco, Texas 76712

EXHIBIT A



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 1.623 ACRE, 150 FOOT RADIUS SANITARY CONTROL EASEMENT

BEING A 1.623 ACRE, 150 FOOT RADIUS SANITARY CONTROL EASEMENT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS AND BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.). SAID 150 FOOT RADIUS SANITARY CONTROL EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a well head (the center point) from which a found 3/8 inch iron rod at a common corner between the said 34.835 acre tract of land and a called 376.094 acre tract of land described as Parcel One in a deed to DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T. bears S 32° 13' 35" W, a distance of 616.47 feet;

THENCE N 00° 00' 00" W from the said center point to a point on the circle, a distance of 150.00 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE following the arc of a circle to the right, having a radius of **150.00 feet** and an arc distance of **942.48 feet** to the **POINT OF BEGINNING** of the herein described easement and containing 1.623 acres more or less;

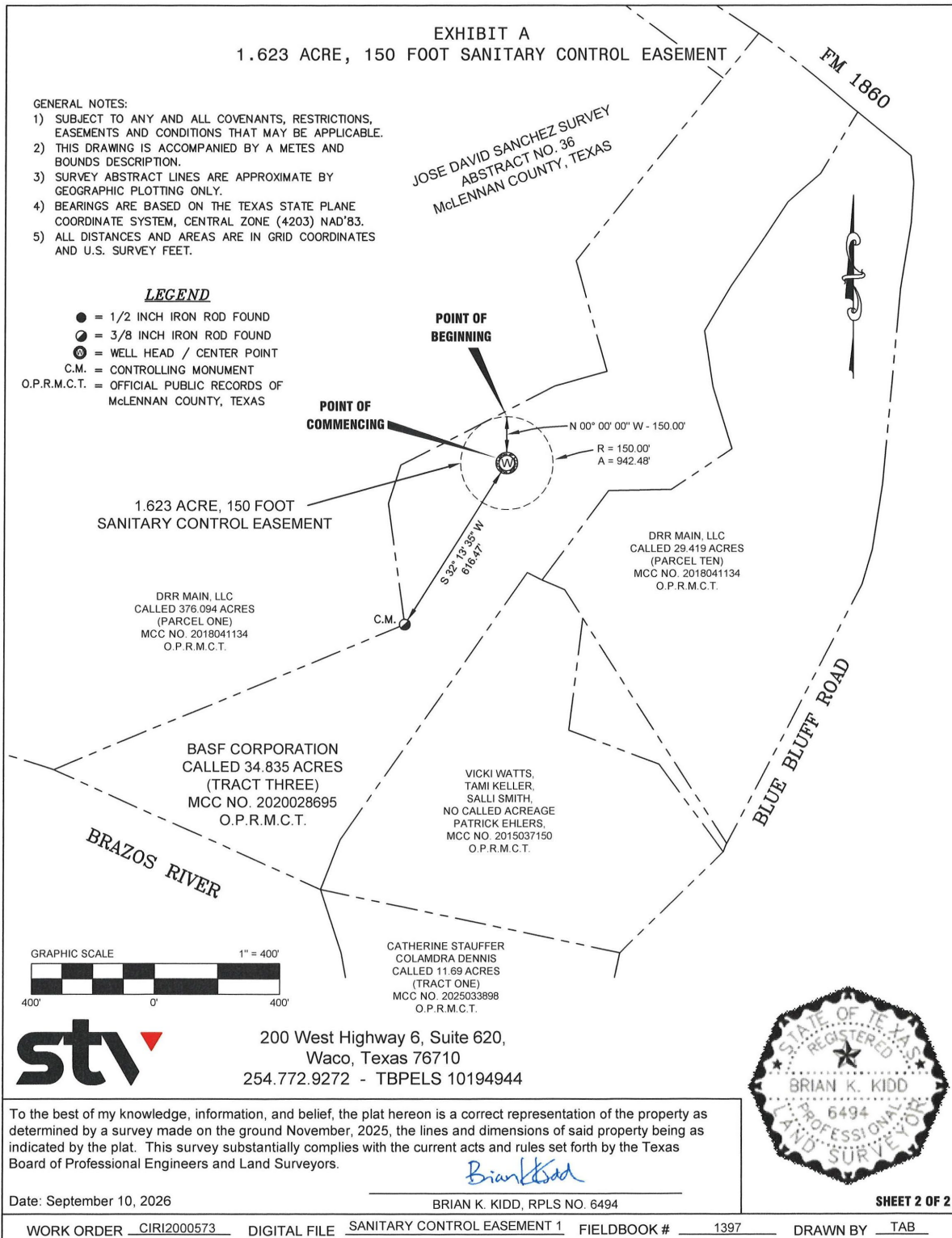
The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

A handwritten signature in blue ink that reads "Brian K. Kidd".

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



Date : September 10, 2026



I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUTS\CIRI2000573-BASF SANITARY CONTROL ESMT 1.dwg

SANITARY CONTROL EASEMENT

GRANTOR(S): BASF Corporation

GRANTOR'S ADDRESS: 602 Copper Road, Freeport, TX 77541

GRANTEE: City of Riesel, Texas, a municipal corporation

GRANTEE'S ADDRESS: P.O. Box 249, Riesel, McLennan County, Texas 76682

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 150-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in Exhibit "A" attached hereto.

PROPERTY SUBJECT TO EASEMENT:

The area within a 150-foot radius of the water well location as shown on Exhibit "A" attached hereto.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

Grantor:

BASF CORPORATION

BY: _____

ITS: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as _____ of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

PREPARED IN THE LAW OFFICE OF:

Michael W. Dixon

HALEY & OLSON, P.C.

100 N. Ritchie Road, Suite 200

Waco, Texas 76712

EXHIBIT A



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 1.610 ACRE, 150 FOOT RADIUS SANITARY CONTROL EASEMENT

BEING A 1.610 ACRE, 150 FOOT RADIUS SANITARY CONTROL EASEMENT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 1.610 ACRE 150 FOOT RADIUS SANITARY CONTROL EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a found 1/2 inch iron rod on the east bank of the Brazos River at the common southwest corner of the said 34.835 acre tract and the southeast corner of a called 376.094 acre tract of land described as Parcel One in a deed to DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T.;

THENCE N 67° 30' 06" E along the common west line of said 34.835 acre tract of land and the common east line of said 376.094 acre tract, a distance of 1021.28 feet to a point being the **POINT OF BEGINNING** and a corner of the herein described easement;

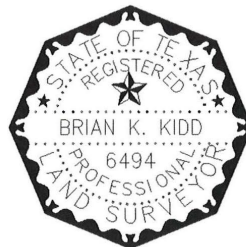
THENCE N 67° 30' 06" E along said common line, a distance of **98.78 feet** to point being a corner of the herein described easement from which found 3/8 inch iron rod at a common corner of the said 34.835 acre tract of land and the said 376.094 acre tract of land bears N 67° 30' 06" E, a distance of 105.17 feet;

THENCE departing said common line and following an arc of a circle to the right, having a radius of **150.00 feet** and an arc distance of **841.82 feet**, and a delta angle of **93° 16' 27"** to the **POINT OF BEGINNING** of the herein described easement and containing 1.610 acres more or less;

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

A handwritten signature in blue ink that reads "Brian K. Kidd".

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



Date : September 10, 2026

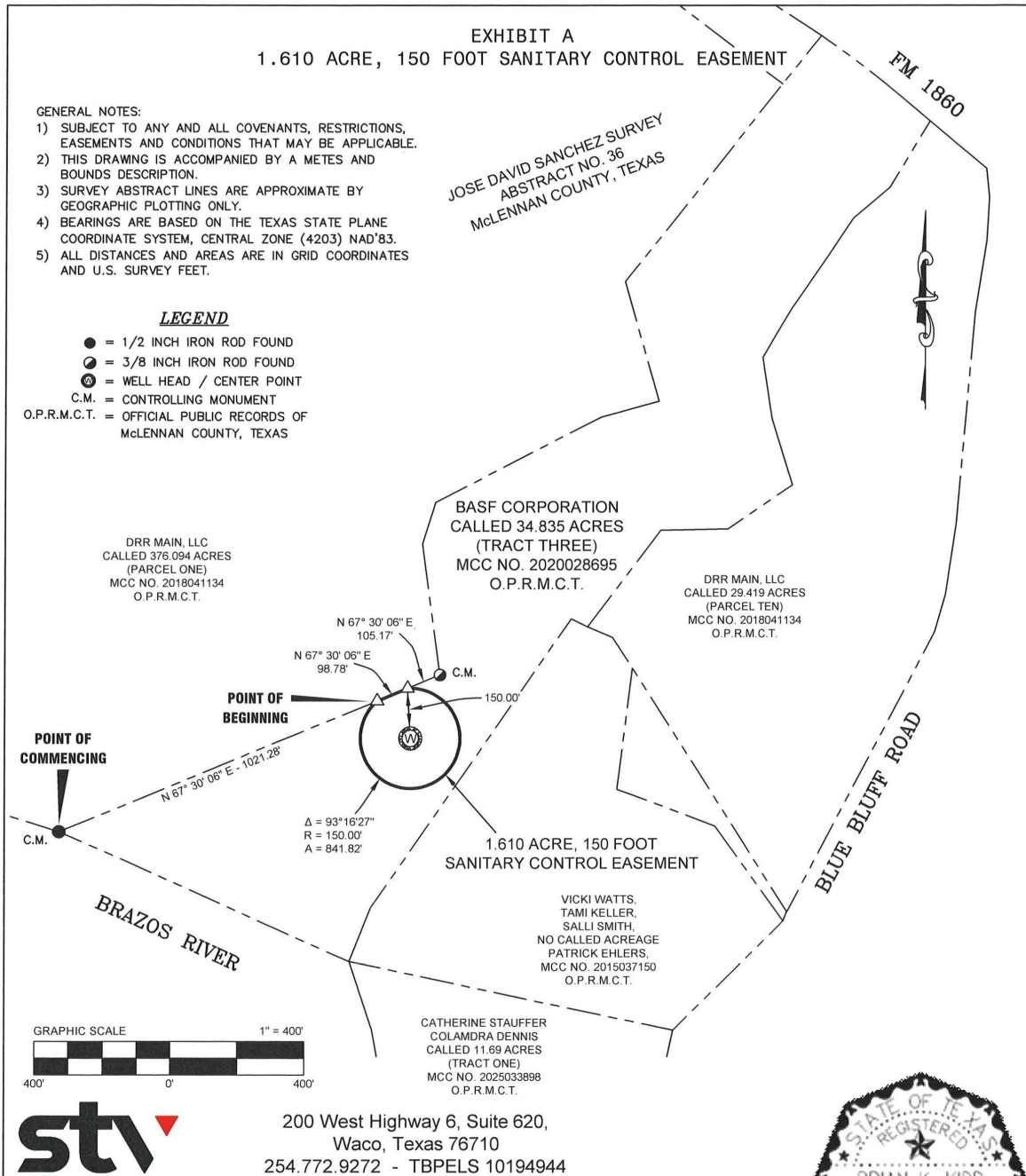
EXHIBIT A
1.610 ACRE, 150 FOOT SANITARY CONTROL EASEMENT

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD'83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.

LEGEND

- = 1/2 INCH IRON ROD FOUND
- ⦿ = 3/8 INCH IRON ROD FOUND
- ⊙ = WELL HEAD / CENTER POINT
- C.M. = CONTROLLING MONUMENT
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS



200 West Highway 6, Suite 620,
 Waco, Texas 76710
 254.772.9272 - TBPELS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

Brian Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6494



SHEET 2 OF 2

WORK ORDER CIRI2000573 DIGITAL FILE SANITARY CONTROL EASEMENT 2 FIELDBOOK # 1397 DRAWN BY TAB

I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUTS\CIRI2000573-BASF SANITARY CONTROL ESMT 2.dwg

TEMPORARY CONSTRUCTION EASEMENT

Date: _____

Grantor: BASF Corporation (hereinafter "Grantor").

Grantor's Mailing Address: 602 Copper Road, Freeport, TX 77541

Grantee: City of Riesel, Texas, a municipal corporation (hereinafter "Grantee")

Grantee's Mailing Address: P.O. Box 249, Riesel, McLennan County, Texas 76682

Property:

A 13.1539 ACRE TRACT OF LAND SITUATED IN THE IGNACIO GALINDO SURVEY, ABSTRACT NO. 17, AND THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 1,833.60 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BASF CORPORATION AS RECORDED IN DOCUMENT NUMBER 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.); SAID 14.839 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED IN THREE (3) PARTS – PART 1, A 1.932 ACRE TRACT OF LAND, PART 2, A 11.584 ACRE TRACT OF LAND, AND PART 3, A 0.870 ACRE TRACT OF LAND – BY METES AND BOUNDS AND DRAWINGS ATTACHED AS EXHIBIT A. (hereinafter "Property").

Temporary Easement:

In consideration of the sum of Ten Dollars (\$ 10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee a Thirty (30') foot wide, 14.386 acre temporary construction easement in, along, and upon the Property for purposes of the Grantee's water project to allow for construction work to be conducted and completed on adjacent land, which temporary construction easement is more particularly described by metes and bounds and drawings in Exhibit "A", which is attached hereto and incorporated herein, and reasonable ingress and egress thereto through Grantor's other property.

TO THE EXTENT, IF ANY, ALLOWED BY TEXAS LAW, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COST AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO GRANTEE'S USE OR OPERATION OF THE PROPERTY OR GRANTEE'S PRESENCE ON THE PROPERTY OR GRANTOR'S REAL PROPERTY.

Grantee agrees to maintain during the term of this Agreement and shall provide limits of liability of not less than the following: (a) Workers' Compensation in compliance with statutory

requirements, (b) Commercial General Liability with limits of liability of \$1,000,000 per occurrence. Further, Grantee shall cause each contractor who enters onto the Property (or Grantor's real property) for purposes of conducting work on behalf of Grantee to demonstrate that such contractor maintains the following insurance coverages, with insurers that have a financial strength rating with A.M Best or similar rating agency of at least A- or better, with limits of liability of not less than the following: a) Workers' Compensation in compliance with statutory requirements, b) Employer's Liability with limits of liability of \$1,000,000; c) Commercial General Liability with limits of liability of \$5,000,000 per occurrence; and d) Commercial Automobile Liability insurance for all owned, hired, leased and non-owned automobiles with limits of liability of \$5,000,000 combined single limit. All such insurance (whether carried by Grantee or Grantee's contractors) shall be primary and non-contributory to the insurance maintained by Grantor in the event of a loss; release and waive all rights of subrogation against Grantor possessed by Grantee's insurers; and, except for the policy held by Grantee, include Grantor as an additional insured. Upon request, Grantee shall provide Grantor with certificates of insurance evidencing the foregoing insurance requirements.

Grantee shall be solely responsible for the water, chemicals, sludge, wastes and other materials used, treated, generated, stored, transported, disposed of, supplied, released or otherwise handled by or on behalf of Grantee in connection with its activities on the Property, including the presence, release, discharge, spill, or migration of any contaminants in, on, under or from the Property or Grantor's real property arising out of or relating thereto, and Grantee releases and shall hold harmless Grantor from and against any and all liabilities, claims, demands, causes of action, losses, damages, fines, penalties, response costs, remediation costs, monitoring costs, investigation costs and other costs and expenses (including reasonable attorneys' fees and consultants' fees) arising out of or relating thereto or Grantee's use or occupancy of the Property, except to the extent caused by the gross negligence or willful misconduct of Grantor. If such occurs, Grantee shall promptly investigate, contain, clean up, remediate and monitor the affected area and any resulting contamination in compliance with applicable Law. Grantee shall have no claim against Grantor arising from the environmental condition of the Property, except to the extent caused by Grantor's gross negligence or willful misconduct. Grantee's obligations under this Section shall survive expiration or earlier termination of this easement.

Grantee shall comply with all applicable laws, regulations and other legally-binding requirements of any governmental authority (collectively, "Laws") in its use of the Property and Grantee's operations and activities thereon.

This temporary construction easement shall terminate upon final completion of the work, including all testing, plus a term of 60 days after completion for any necessary follow-up work.

Grantor:

BASF CORPORATION

BY: _____

ITS: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as _____ of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

Grantee:

CITY OF RIESEL, TEXAS

BY: _____
ITS: MAYOR

THE STATE OF TEXAS

§

§

COUNTY OF MCLENNAN

§

This instrument was acknowledged before me on the ____ day of _____, 2026, by Jennifer Hogg who attested that she executed this instrument for the purposes and consideration stated therein in his/her capacity as Mayor of City of Riesel and is authorized to bind City of Riesel by her signature.

NOTARY PUBLIC, STATE OF _____

PREPARED IN THE LAW OFFICE OF:

Michael W. Dixon
HALEY & OLSON, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712

EXHIBIT A



METES AND BOUNDS DESCRIPTION VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT

BEING A 13.1539 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE IGNACIO GALINDO SURVEY, ABSTRACT NO. 17, AND THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 1,833.6 ACRE TRACT OF LAND DESCRIBED IN A DEED AS TRACT 1 TO BASF CORPORATION AS RECORDED IN McLENNAN COUNTY CLERK'S FILE NUMBER (MCC No.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.); SAID 13.1539 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED IN FIVE (5) PARTS – PART 1 AS 1.9771 ACRES, PART 2 AS 3.2695 ACRES, PART 3 AS 1.2629 ACRES, PART 4 AS 6.4447 ACRES AND PART 5 AS 0.1997 ACRES; PARTS 1, 2, 4 AND 5 BEING A 30 FOOT WIDE STRIP AND PART 3 BEING A 20 FOOT WIDE STRIP – BY METES AND BOUNDS AS FOLLOWS:

PART 1, 1.9771 ACRES

COMMENCING at a 1/2 inch capped iron rod found and stamped "1519", Controlling Monument (CM), for corner of a 9.1875 acre, 20 Foot wide Waterline Easement (WE) by separate instrument, being the common west corner of said 1,833.6 acre tract and the south corner of a called 176.93 acre tract of land described in a deed as Tract One to Randall Wayne Cervenka, Carol Marie Cervenka Moore, Catherine Elaine Cervenka Zarvou and Robert Lee Cervenka, Trustees of the Darrell A. Cervenka Trust, as recorded in MCC No. 2021019847 of said O.P.R.M.C.T. also lying in the northeast line of that called 83.301 acre tract of land described in a deed to Susan Jane Harper as recorded in Volume 1865, Page 297 of the Deed Records of McLennan County, Texas (D.R.M.C.T.);

THENCE N 59° 50' 15" E, along the common line of said 1,833.6 acre and 176.93 acre tracts, a distance of 20.00 feet, to the POINT OF BEGINNING and west corner of the easement hereof and the north corner of said WE;

THENCE N 59° 50' 15" E, continuing along said common line, a distance of 30.00 feet, to the north corner hereof, from which, a 1/2 inch capped iron rod found and stamped "ALL COUNTY" (CM) lying in the common line of said 1,833.6 acre and 176.93 acre tracts, bears N 59° 50' 15" E, a distance of 2,635.59 feet;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following five (5) courses and distances:

- 1) S 29° 42' 13" E, a distance of 1,103.37 feet, to a point for an interior "ell" corner hereof;
- 2) N 59° 12' 17" E, a distance of 44.23 feet, to a point for corner;
- 3) S 30° 47' 43" E, a distance of 175.00 feet, to a point for corner;
- 4) S 59° 12' 17" W, a distance of 14.15 feet, to a point for an interior "ell" corner hereof;

- 5) $\S 30^{\circ} 47' 43''$ E, a distance of 1,526.33 feet, to a point for the east corner hereof, lying in the common southeast line of said 1,833.6 acre tract and the northwest line of that called 71.262 acre tract of land described in a deed to Ronnie Glenn Bell, Jr. as recorded in MCC No. 2020016460 of said O.P.R.M.C.T.;

THENCE $\S 57^{\circ} 21' 18''$ W, along said common line, passing at an approximate distance of 44.8 feet the calculated common inside "ell" corner of said 1,833.6 acre tract and the west corner of said 71.262 acre tract and continuing over and across said 1,833.6 acre tract for a total distance of 50.03 feet, to a point for the south corner hereof, lying in the northeast line of a Variable Width Pipeline Easement to ETC Texas Pipeline, LTD., as recorded in MCC No. 2010024890 of said O.P.R.M.C.T.;

THENCE N $30^{\circ} 47' 43''$ W, continuing over and across said 1,833.6 acre tract and along the northeast line of said ETC easement, a distance of 10.25 feet, to a point for corner, also lying in the northeast line of said WE;

THENCE leaving said ETC easement, continuing over and across said 1,833.6 acre tract and along the northeast line of said WE, the following six (6) courses and distances:

- 1) N $58^{\circ} 32' 47''$ E, a distance of 20.00 feet, to a point for an interior "ell" corner hereof;
- 2) N $30^{\circ} 47' 43''$ W, a distance of 1,547.46 feet, to a point for corner;
- 3) N $59^{\circ} 12' 17''$ E, a distance of 14.15 feet, to a point for an interior "ell" corner hereof;
- 4) N $30^{\circ} 47' 43''$ W, a distance of 115.00 feet, to a point for an interior "ell" corner hereof;
- 5) $\S 59^{\circ} 12' 17''$ W, a distance of 44.80 feet, to a point for corner;
- 6) N $29^{\circ} 42' 13''$ W, a distance of 1,133.71 feet, to the POINT OF BEGINNING and containing 1.9771 acres of land, more or less.

PART 2, 3.2695 ACRES

COMMENCING at a 1/2 inch capped Iron rod found and stamped "1519" Controlling Monument (CM), lying in the northwest Right of Way (R.O.W.) line of Rattlesnake Road (Variable width Prescriptive R.O.W.) and the common northeast line of said 1,833.6 acre tract and a 9.1875 acre, 20 Foot wide Waterline Easement (WE) by separate Instrument;

THENCE N $00^{\circ} 36' 31''$ W, leaving said common line, over and across said 1,833.6 acre tract a distance of 73.43 feet, to the POINT OF BEGINNING, lying in the westerly line of said WE;

THENCE continuing over and across said 1,833.6 acre tract and along said WE westerly line, the following five (5) courses and distances:

- 1) $\S 15^{\circ} 11' 47''$ W, a distance of 436.53 feet, to a point for corner, from which, a 1/2 inch Iron rod found (CM), lying in the common line of said 1,833.6 acre tract and the southwest R.O.W. line of said Rattlesnake Road, also being a west corner of that called 697.97 acre tract of land described in a deed as Parcel 1 to Riesel HoldCo, LLC, as recorded in MCC No. 2022047952 of said O.P.R.M.C.T., bears N $36^{\circ} 02' 30''$ E, a distance of 56.20 feet;

- 2) $\S$ $31^{\circ} 08' 02''$ E, a distance of 957.16 feet, to a point for corner, from which, a 1/2 Inch Iron rod found (CM) for corner, lying in said Rattlesnake Road southwest R.O.W. line and the common east line of said 1,833.6 acre tract and a called 64.236 acre Transmission Easement to Oncor Electric Delivery Company, LLC, as recorded in MCC No. 2025033530 of said O.P.R.M.C.T. bears $N 58^{\circ} 42' 26''$ E, a distance of 20.00 feet;
- 3) $\S$ $31^{\circ} 27' 06''$ E, a distance of 338.52 feet, to a point for corner;
- 4) $\S$ $13^{\circ} 32' 54''$ W, a distance of 28.28 feet, to a point for corner;
- 5) $\S$ $31^{\circ} 27' 06''$ E, a distance of 23.41 feet, to a point for corner;

THENCE leaving said WE, continuing over and across said 1,833.6 acre tract, the following eight (8) courses and distances:

- 1) $\S$ $58^{\circ} 32' 54''$ W, a distance of 10.00 feet, to a point for the south corner hereof;
- 2) $N 31^{\circ} 27' 06''$ W, a distance of 382.01 feet, to a point for corner
- 3) $N 31^{\circ} 08' 02''$ W, a distance of 970.08 feet, to a point for the west corner hereof;
- 4) $N 15^{\circ} 11' 47''$ E, a distance of 461.45 feet, to a point for corner;
- 5) $N 59^{\circ} 06' 08''$ E, a distance of 797.38 feet, to a point for an interior "ell" corner hereof;
- 6) $N 31^{\circ} 17' 40''$ W, a distance of 2,128.06 feet, to a point for corner;
- 7) $N 58^{\circ} 42' 20''$ E, a distance of 55.53 feet, to a point for the north corner hereof, lying in the southwest line of a Variable Width Pipeline Easement to ETC Texas Pipeline, LTD., as recorded in MCC No. 2010024890 of said O.P.R.M.C.T.;
- 8) $\S$ $30^{\circ} 47' 43''$ E, along the southwest line of said ETC easement, a distance of 29.96 feet, to a point for corner, lying in the southwest line of said WE;

THENCE leaving said ETC easement, continuing over and across said 1,833.6 acre tract and along said WE westerly line, the following three (3) courses and distances:

- 1) $\S$ $58^{\circ} 36' 39''$ W, a distance of 25.27 feet, to a point for an interior "ell" corner hereof and an exterior corner of said WE;
- 2) $\S$ $31^{\circ} 17' 40''$ E, a distance of 2,128.27 feet, to a point for corner, being an interior "ell" corner of said WE;
- 3) $\S$ $59^{\circ} 06' 08''$ W, a distance of 815.50 feet, to the POINT OF BEGINNING and containing 3.2695 acres of land, more or less.

PART 3, 1.2629 ACRES

BEGINNING at a 1/2 Inch capped Iron rod found and stamped "1519" Controlling Monument (CM), for the east corner of said 1,833.6 acre tract also lying at the intersection of the northwest Right of Way (R.O.W.) line of FM 1860 (commonly known as W. Lake Creek Road, having a 100 foot wide R.O.W.) and the southwest R.O.W. line of Rattlesnake Road (Variable width Prescriptive R.O.W.) for the east corner hereof;

THENCE $\S 60^{\circ} 08' 31''$ W, along the common northwest R.O.W. line of said FM 1860 and the southeast line of said 1,833.6 acre tract, a distance of 20.03 feet, to a point for the south corner hereof, being the east corner of a 9.1875 acre, 20 Foot wide Waterline Easement (WE) by separate Instrument, also lying in the southwest line of a called 20 foot wide Electric Easement to Navasota Valley Electric Cooperative, Inc., (NVEC) as recorded in MCC No. 2009005265 of said O.P.R.M.C.T.;

THENCE leaving said common line, over and across said 1,833.6 acre tract and along the northeast line of said WE and the southwest line of said NVEC easement, the following three (3) courses and distances;

- 1) $N 33^{\circ} 03' 32''$ W, a distance of 666.64 feet, to a point for corner;
- 2) $N 32^{\circ} 01' 30''$ W, a distance of 1,260.28 feet, to a point for corner;
- 3) $N 31^{\circ} 27' 06''$ W, a distance of 813.35 feet, to a point for the west corner hereof;

THENCE $N 13^{\circ} 32' 54''$ E, leaving said common line, over and across said WE and NVEC easement, a distance of 28.28 feet, to a point for the north corner hereof, lying in the common northeast line of said 1,833.6 acre tract and NVEC easement and said Rattlesnake Road southwest R.O.W. line;

THENCE along said common line, the following three (3) courses and distances:

- 1) $\S 31^{\circ} 27' 06''$ E, a distance of 833.25 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner of said 1,833.6 acre tract;
- 2) $\S 32^{\circ} 01' 30''$ E, a distance of 1,260.00 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner of said 1,833.6 acre tract;
- 3) $\S 33^{\circ} 03' 32''$ E, a distance of 667.58 feet, to the POINT OF BEGINNING and containing 1.2629 acres of land, more or less.

PART 4, 6.4447 ACRES

COMMENCING at a 1/2 Inch capped Iron rod found and stamped "1519" Controlling Monument (CM), for the east corner of said 1,833.6 acre tract also lying at the intersection of the northwest Right of Way (R.O.W.) line of FM 1860 (commonly known as W. Lake Creek Road, having a 100 foot wide R.O.W.) and the southwest R.O.W. line of Rattlesnake Road (Variable width Prescriptive R.O.W.), and being the east corner of the Part 3 1.2629 acre easement described above;

THENCE N 86° 02' 46" E, over and across said 1,833.6 acre tract a distance of 45.78 feet, to an interior "ell" corner of a 9.1875 acre, 20 Foot wide Waterline Easement (WE) by separate Instrument for the east corner and POINT OF BEGINNING hereof;

THENCE continuing over and across said 1,833.6 acre tract and along the northwest line of said WE, the following ten (10) courses and distances:

- 1) S 60° 08' 31" W, a distance of 4,857.68 feet, to a point for corner at the beginning of a tangent curve to the left, having a central angle of 06° 14' 53", a radius of 1,502.39 feet, and having a chord bearing of S 57° 01' 37" W, a chord distance of 163.75 feet;
- 2) Along said tangent curve to the left in a southwesterly direction, an arc distance of 163.83 feet, to a point for corner;
- 3) S 61° 28' 07" W, a distance of 649.02 feet, to a point for corner;
- 4) S 59° 13' 16" W, a distance of 44.02 feet, to a point for corner;
- 5) S 60° 22' 04" W, a distance of 114.76 feet, to a point for a calculated interior "ell" corner hereof;
- 6) S 25° 36' 39" E, a distance of 294.29 feet, to a point for corner;
- 7) S 37° 37' 04" W, a distance of 1,563.46 feet, to a point for corner at the beginning of a tangent curve to the right, having a central angle of 53° 27' 00", a radius of 1,362.39 feet, and having a chord bearing of S 64° 20' 34" W, a chord distance of 1,225.36 feet, from which, a 1/2 Inch capped iron rod found and stamped "1519" (CM) lying in the common south line of said 1,833.6 acre tract and WE and said FM 1860 northwest R.O.W. line bears S 52° 22' 56" E, a distance of 20.00 feet;
- 8) Along said tangent curve to the right in a southwesterly direction, an arc distance of 1,270.94 feet, to a point for corner;
- 9) N 88° 57' 40" W, a distance of 167.74 feet, to a point for the calculated south corner hereof;
- 10) N 65° 22' 52" W, a distance of 243.62 feet, to a point for the calculated west corner hereof, lying in the east line of a 4.0739 acre tract proposed by separate Instrument, from which, a 5/8 Inch iron rod set and stamped "STV" for the southeast corner of said proposed tract bears S 24° 37' 08" W, a distance of 20.00 feet;

THENCE leaving said proposed WE and continuing over and across said 1,833.6 acre tract, the following twelve (12) courses and distances:

- 1) N 24° 37' 08" E, along the east line of said proposed 4.0739 acre tract, a distance of 30.00 feet, to a point for corner;
- 2) S 65° 22' 52" E, leaving said proposed tract, a distance of 237.36 feet, to a point for corner;

- 3) S $88^{\circ} 57' 40''$ E, a distance of 161.48 feet, to a point for corner at the beginning of a tangent curve to the left, having a central angle of $53^{\circ} 27' 02''$, a radius of 1,332.39 feet, and having a chord bearing of N $64^{\circ} 20' 35''$ E, a chord distance of 1,198.39 feet;
- 4) Along said tangent curve to the left in a northeasterly direction, an arc distance of 1,242.97 feet, to a point for corner;
- 5) N $37^{\circ} 37' 04''$ E, a distance of 1,545.00 feet, to a point for corner;
- 6) N $25^{\circ} 36' 39''$ W, a distance of 303.79 feet, to a point for corner;
- 7) N $60^{\circ} 22' 04''$ E, a distance of 142.43 feet, to a point for corner;
- 8) N $59^{\circ} 13' 16''$ E, a distance of 44.31 feet, to a point for corner;
- 9) N $61^{\circ} 28' 07''$ E, a distance of 647.63 feet, to a point for corner at the beginning of a non-tangent curve to the right, having a central angle of $06^{\circ} 10' 24''$, a radius of 1,532.39 feet, and having a chord bearing of N $57^{\circ} 03' 51''$ E, a chord distance of 165.03 feet;
- 10) Along said non-tangent curve to the right in a northeasterly direction, an arc distance of 165.11 feet, to a point for corner;
- 11) N $60^{\circ} 08' 31''$ E, a distance of 4,855.99 feet, to a point for the north corner hereof, being an interior "ell" corner of said WE;
- 12) S $33^{\circ} 03' 32''$ E, along the southwest line of said WE, a distance of 30.05 feet, to the POINT OF BEGINNING and containing 6.4447 acres of land, more or less.

PART 5, 0.1997 ACRES

COMMENCING at a 1/2 inch capped iron rod found and stamped "1519", Controlling Monument (CM), lying in north Right of Way (R.O.W.) line of FM 1860 (commonly known as W. Lake Creek Road, having a 100 foot wide R.O.W.) and being a common corner in the south line of said 1,833.6 acre tract and the east corner of that called 0.11 acre tract of land described in a deed as Tract Two to Aleishia Butler and Curtis Miller as recorded in MCC No. 2012039652 of said O.P.R.M.C.T. at the beginning of a tangent curve to the right, having a central angle of $11^{\circ} 49' 59''$, a radius of 1,382.39 feet, and having a chord bearing of N $59^{\circ} 09' 35''$ W, a chord distance of 284.99 feet, from which, a 1/2 inch capped iron rod found and stamped "1519" (CM), being the common north corner of said 0.11 acre tract and lying in said 1,833.6 acre tract south line bears N $32^{\circ} 22' 12''$ W, a distance of 179.90 feet;

THENCE along the north R.O.W. of said FM 1860 and said tangent curve to the right in a northwesterly direction, an arc distance of 285.50 feet, to the POINT OF BEGINNING and the southwest corner hereof, lying in the south line of said 1,833.6 acre tract at a point of continuation of said curving north R.O.W. line, having a central angle of $01^{\circ} 20' 34''$ and having a chord bearing of N $52^{\circ} 34' 18''$ W, a chord distance of 32.40 feet;

THENCE continuing along said common line and said tangent curve to the right in a northwesterly direction, an arc distance of 32.40 feet, to a point for the southwest corner hereof and the northwest corner of a 9.1875 acre, 20 Foot wide Waterline Easement (WE) by separate instrument, from which, a 60D nail found lying in said common line bears an additional arc distance of 38.93 feet;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following three (3) courses and distances:

- 1) N 59° 37' 01" E, a distance of 264.49 feet, to a point for corner;
- 2) S 65° 22' 52" E, a distance of 47.14 feet, to a point for the northeast corner hereof, lying in the west line of a 4.0739 acre tract proposed by separate instrument;
- 3) S 24° 37' 08" W, along the west line of said proposed 4.0739 acre tract a distance of 30.00 feet, to point for the southeast corner hereof, being the northeast corner of said WE, from which, a 5/8 inch iron rod set and stamped "STV" for the southwest corner of said 4.0739 acres bears S 24° 37' 08" W, a distance of 20.00 feet;

THENCE leaving said proposed 4.0739 acre tract, continuing over and across said 1,833.6 acre tract and along the north line of said WE, the following two (2) courses and distances:

- 1) N 65° 22' 52" W, a distance of 31.52 feet, to a point for corner;
- 2) S 59° 37' 01" W, a distance of 236.64 feet, to the POINT OF BEGINNING and containing 0.1997 acres of land, more or less.

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983. Areas and distances are in grid coordinates and US Survey Feet.

Brian Kidd

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



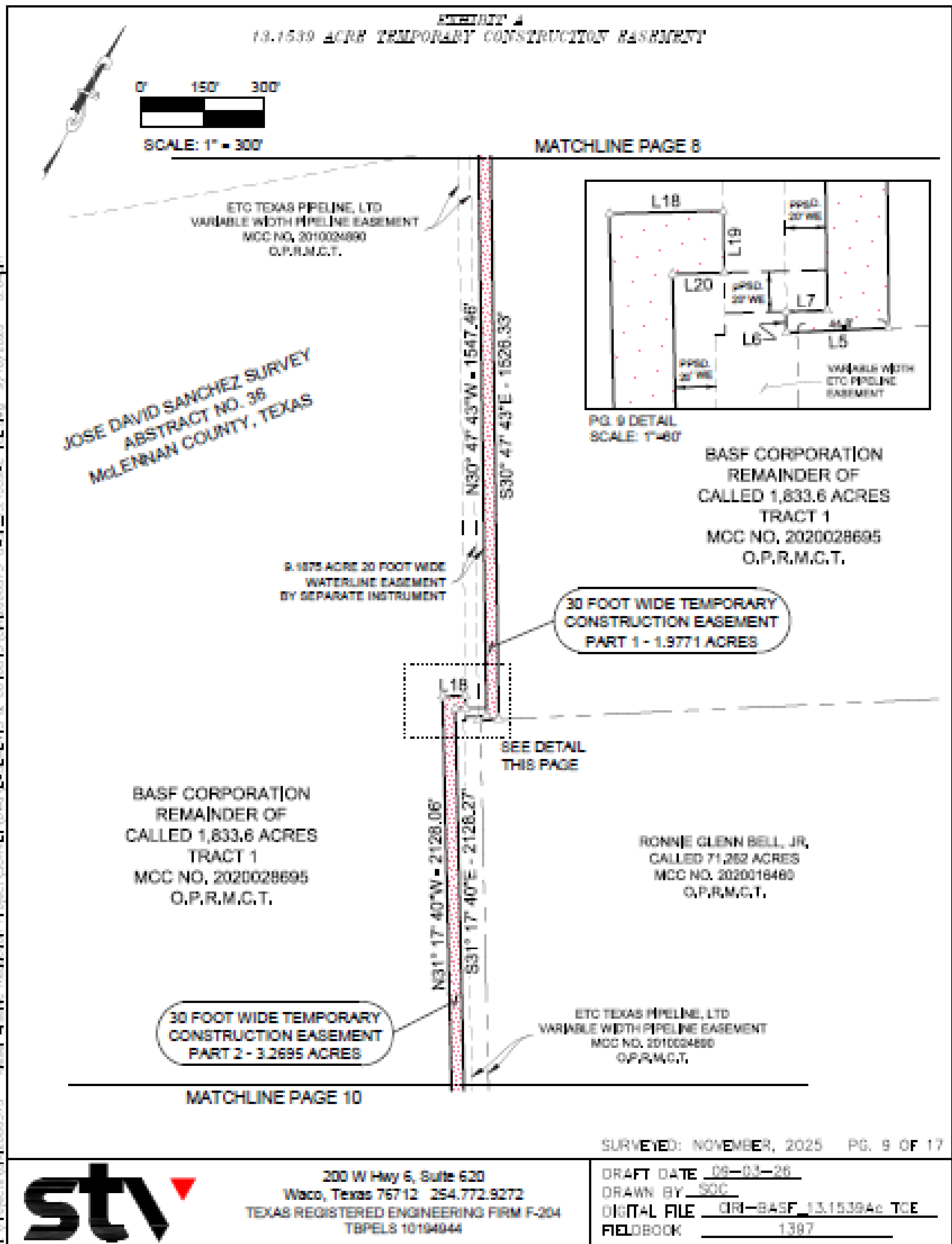
Date: September 10, 2026

200 Wiley B, Suite 820
Waco, TX 76712
254.772.0272
TBPELS 10194944
strinc.com

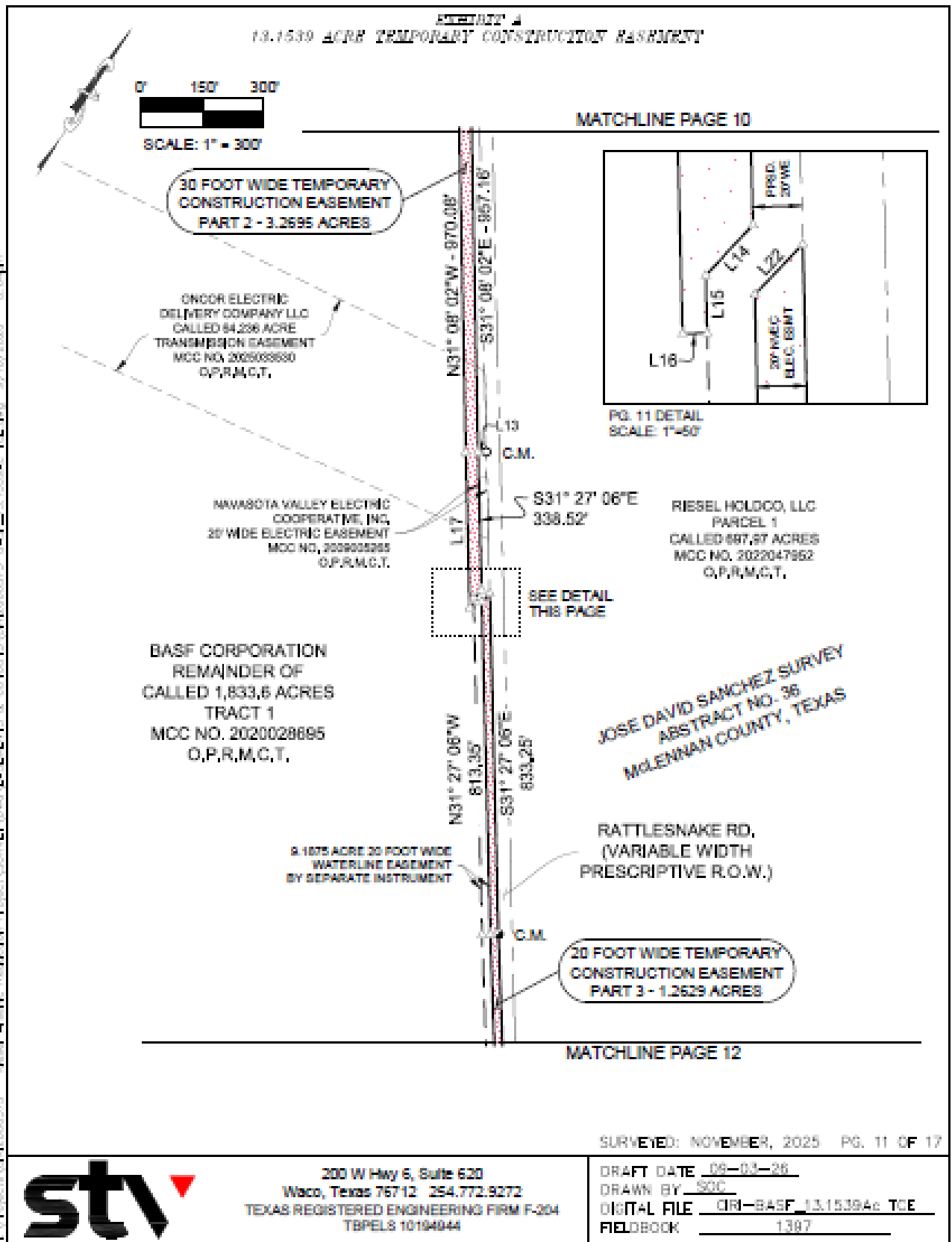
[Project Overview](#) | [Partners & Clients](#) | [FAQ](#) | [Contact Us](#)

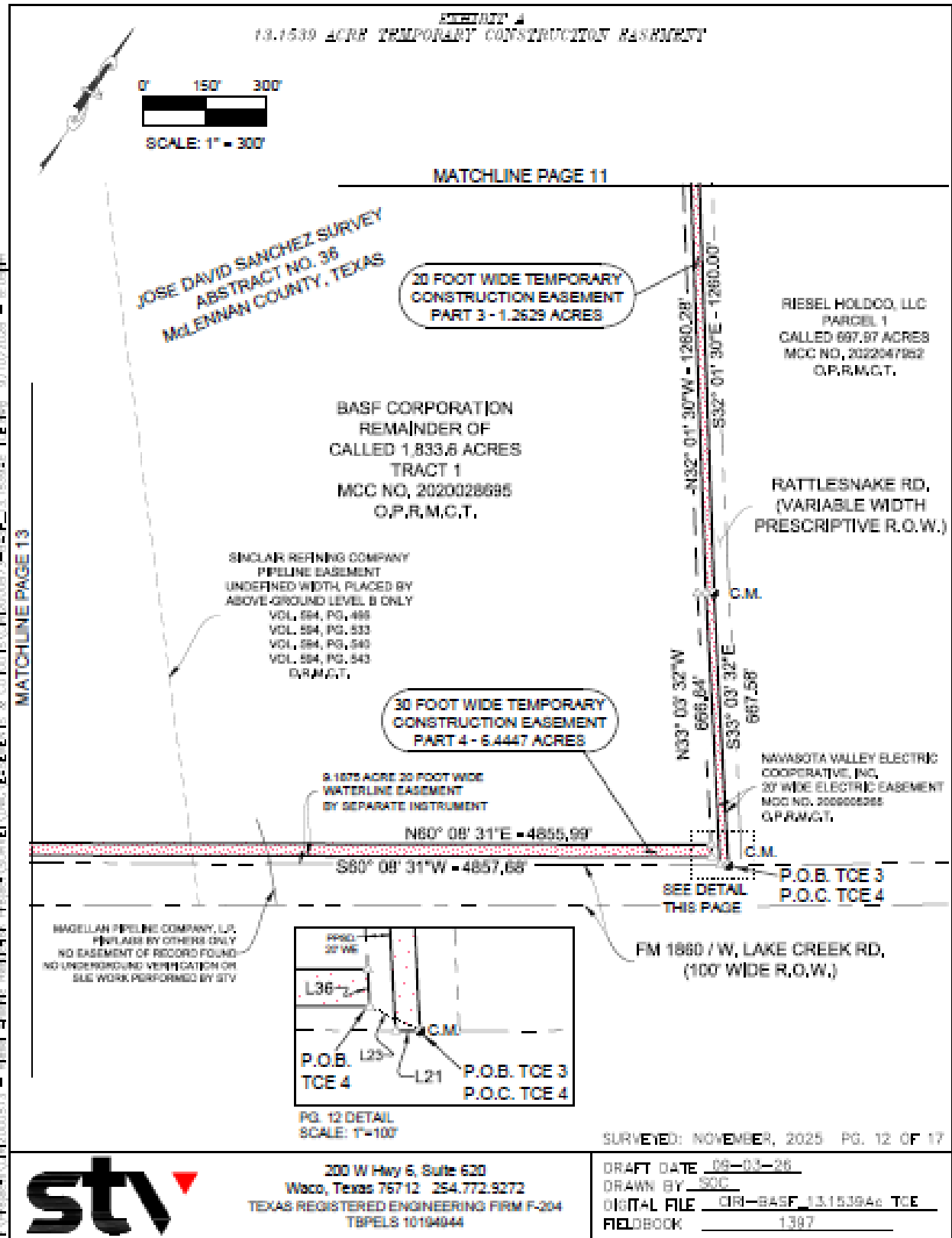


\\projects\131539Ac\131539Ac.dwg (20250808) - Baseline, Redline, Project (3000) - 131539Ac TCE.dwg 9/10/2025 - 8:59 PM









0' 150' 300'

SCALE: 1" = 300'

30 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT
PART 4 - 6.4447 ACRES

N60° 08' 31"E = 4855.99'

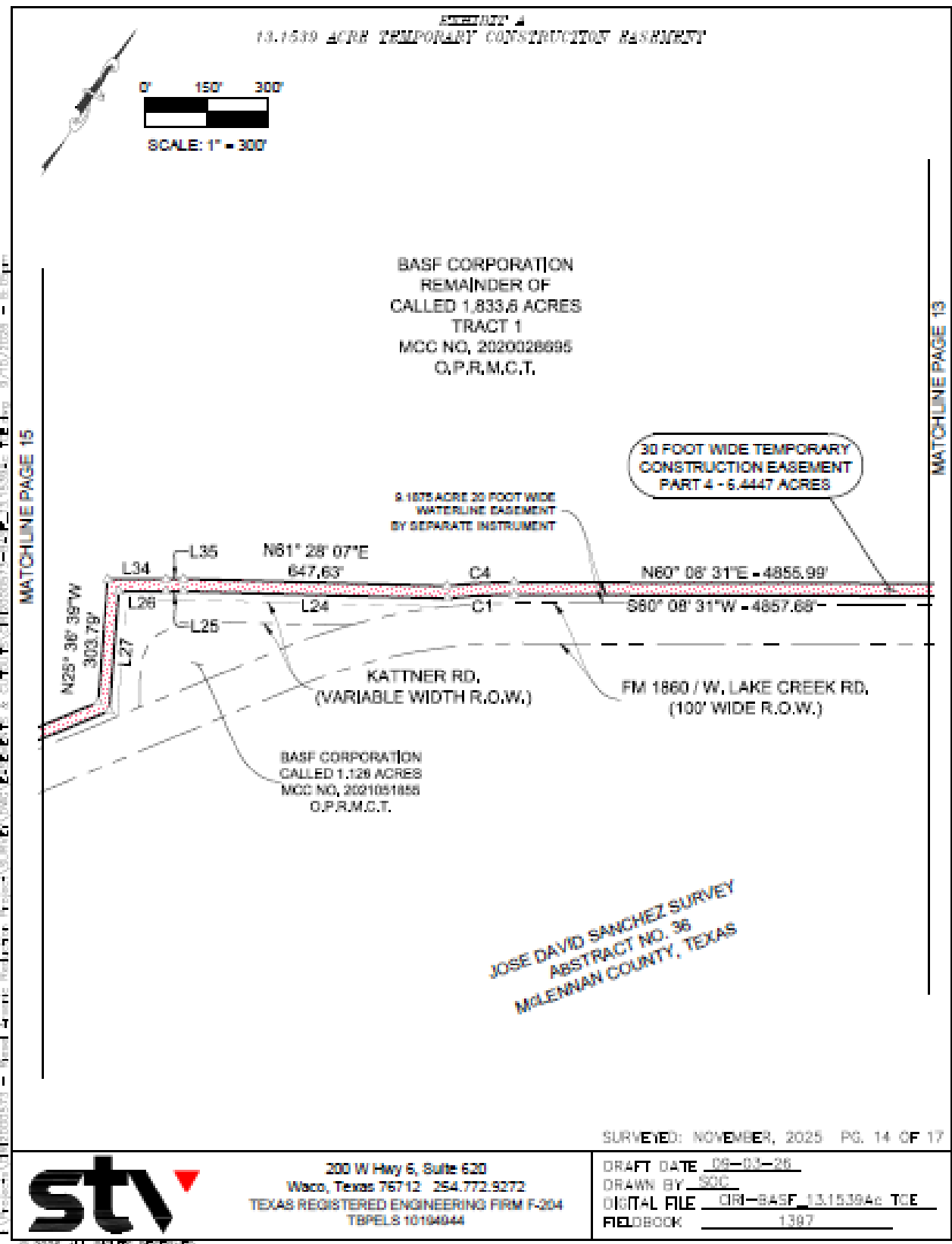
-890° 08' 31"W - 4857.66'

JOSE DAVID SANCHEZ SURVEY
ABSTRACT NO. 36
McLENNAN COUNTY, TEXAS



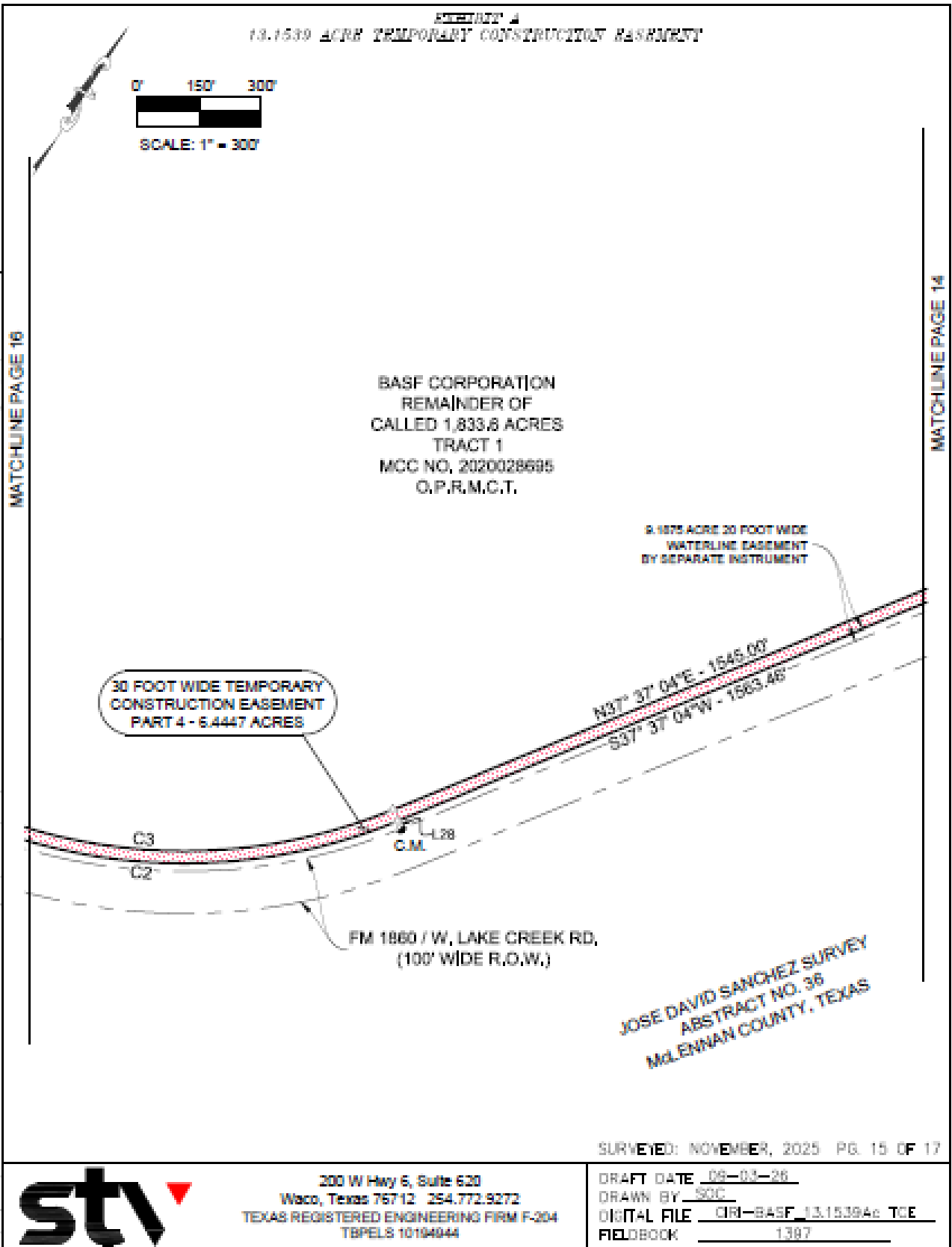
200 W Hwy 6, Suite 620
Waco, Texas 76712 254.772.9272
TEXAS REGISTERED ENGINEERING FIRM F-204
TBPELS 10194944

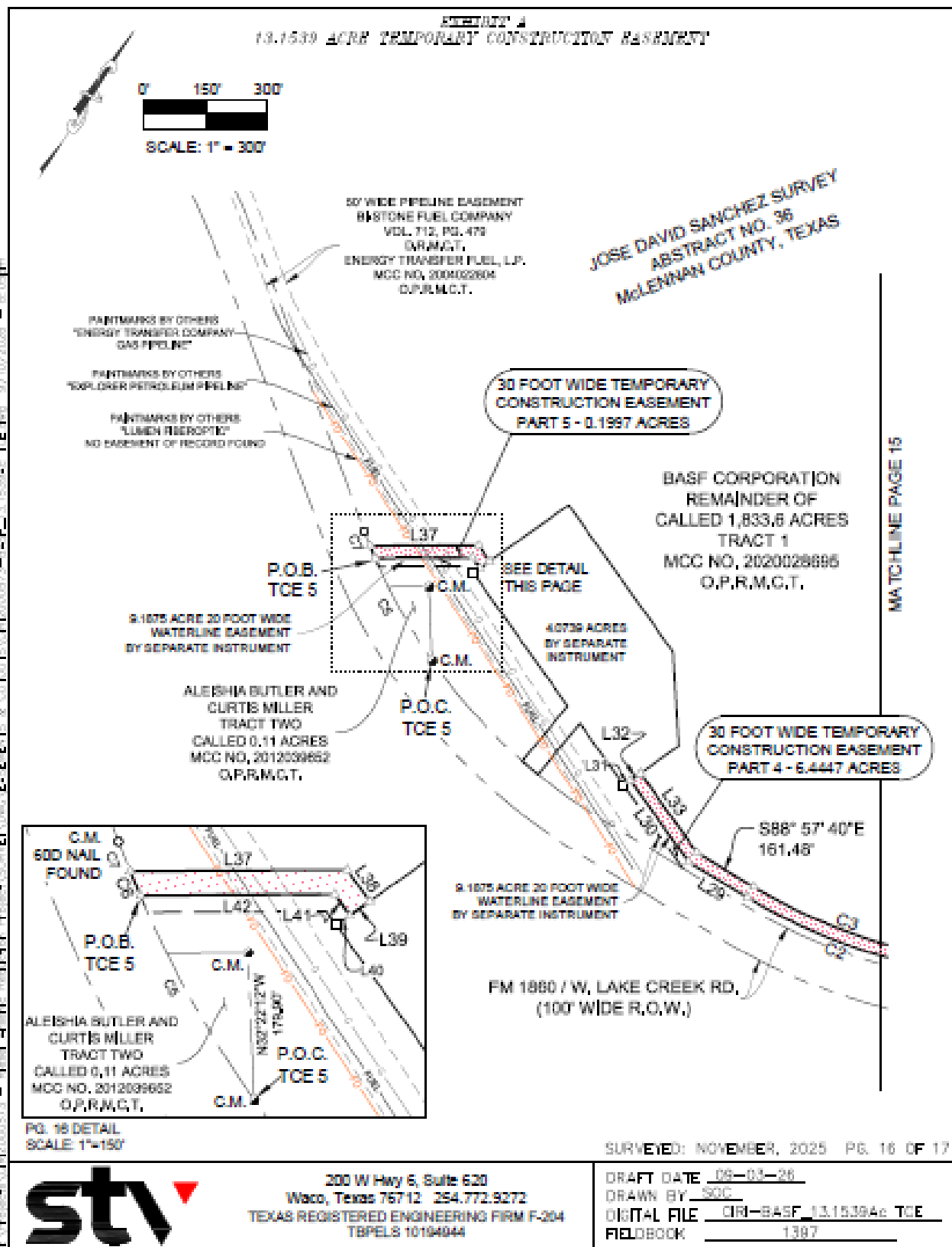
DRAFT DATE 08-03-26
DRAWN BY SGC
DIGITAL FILE CRI-BASF 13.15394c TOE
FIELDBOOK 1387



I:\Projects\131539A\131539A.dwg - Baseline Reduction Project - 131539A - TCE.dwg 9/10/2025 - 8:05pm

MATCHLINE PAGE 16





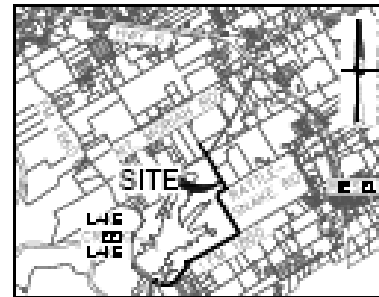
THE EIGHTH DAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 58°50'12"E	33.00
L2	N 58°50'12"E	33.00
L3	N 58°12'17"E	44.23
L4	S 58°12'17"W	14.55
L5	S 57°27'16"W	50.50
L6	N 55°47'43"W	10.25
L7	N 55°32'47"E	25.00
L8	N 55°12'17"E	14.55
L9	N 55°47'43"W	115.00
L10	S 55°12'17"W	44.50
L11	N 00°38'31"W	73.43
L12	N 55°52'30"E	55.20
L13	N 55°42'26"E	33.00
L14	S 13°32'54"W	28.25
L15	S 31°37'00"E	23.41
L16	S 55°32'54"W	10.00
L17	N 31°37'00"W	355.01
L18	N 55°42'20"E	54.50
L19	S 35°14'43"E	24.85
L20	S 55°38'39"W	25.27
L21	S 60°58'31"W	20.00
L22	N 13°32'04"E	25.25
L23	N 55°52'46"E	45.75
L24	S 61°28'03"W	545.02
L25	S 55°13'16"W	44.02
L26	S 60°32'04"W	114.75
L27	S 25°35'38"E	254.25
L28	S 52°32'06"E	24.50
L29	N 55°57'40"W	167.74
L30	N 55°22'52"W	242.62
L31	S 24°37'05"W	20.00
L32	N 24°37'05"E	33.00
L33	S 55°22'52"E	237.35
L34	N 55°22'04"E	142.43
L35	N 55°13'16"E	44.31
L36	S 33°33'32"E	33.55
L37	N 55°37'01"E	254.45
L38	S 55°32'52"E	47.14
L39	S 24°37'05"W	33.00
L40	S 24°37'05"W	25.00
L41	N 55°22'52"W	31.52
L42	S 55°37'01"W	255.64

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C1	6°14'53"	1502.39'	163.83'	S 57°51'37" W	163.75'
C2	53°27'00"	1362.39'	1270.04'	S 64°20'34" W	1225.36'
C3	53°27'02"	1332.39'	1242.87'	N 64°30'35" E	1196.39'
C4	6°10'34"	1532.39'	165.11'	N 57°03'51" E	166.03'
C5	11°48'59"	1362.39'	285.50'	N 59°58'35" W	294.99'
C6	1°20'34"	1362.39'	32.40'	N 52°34'18" W	32.40'
C7	1°36'49"	1362.39'	36.93'	N 51°55'39" W	36.93'

GENERAL NOTES

- 1) SUBJECT TO ANY AND ALL COVENANT RESTRICTIONS, EASEMENTS AND
CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BOUNDRIES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE (4803) NAD83.
- 5) ALL DISTANCES AND AREAS ARE IN GRS COORDINATES AND U.S. SURVEY FEET.
- 6) ALL UNDERGROUND UTILITIES HAVE NOT BEEN REVEALED. NEITHER ANY
SURFACE OR UTILITY ENGINEERING LEVELS AND PERFORMED BY STA. THERE MAY
BE ADDITIONAL UTILITIES THAT STA HAS NOT BEEN ADVISED OF.
- 7) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
THERE MAY BE EASEMENTS (DOWNS OR UNDEVELOPED) AND/OR RIGHT-OF-WAYS
THAT AFFECT THE SUBJECT THAT THAT STA HAS NOT BEEN ADVISED OF.
- 8) PLATNAMES ARE IN RESPONSE TO SIX TUNNEL NOS. 2579503548, 2579503238,
2579505781 AND 2579597384, EFFECTIVE DATE OF OCT 23, 2025, AND TUNNEL
NOS. 2579608373, 2579609079, 2579608872, EFFECTIVE DATE OF OCT 23,
2025. NO UNDERGROUND UTILITY LOCATION WORK PERFORMED BY STA.



LOCATION MAP
NOT TO SCALE



Brian Koch

BRIAN K. KIDD
TEXAS RPLS NO. 6494
DATE: SEPTEMBER 10, 2025

SURVEYED: NOVEMBER, 2025 PG. 17 OF 17

DRAFT DATE 09-03-26

DRAWN BY SOC

DIGITAL FILE CIRI-BASF_13.1539Ac TCE

FIELDBOOK 1307



200 W Hwy 6, Suite 620
Waco, Texas 76712 254.772.9272
TEXAS REGISTERED ENGINEERING FIRM F-204
TBPELS 10104044

[illegible]



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

**METES AND BOUNDS DESCRIPTION
0.201 ACRE 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**

BEING A 0.201 ACRE 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 0.201 ACRE 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a found 1/2 inch iron rod with plastic cap stamped "1519" (control monument) found in the common line between said 34.835 acre tract of land and the south right of way line of F.M. 1860, being a 100 foot Right of Way (R.O.W.), being the northeast corner of the said 34.835 acre tract of land, the northwest corner of a called 29.419 acre tract of land, described as Parcel Ten, in a deed to DRR Main, LLC of record in MCC No. 2018041134 of the said O.P.R.M.C.T.;

THENCE (L1) S 31° 23' 59" W along the common line of the said 34.835 and the said 29.419 acre tracts, a distance of 20.21 feet to a point being the northeast corner of the herein described easement and the **POINT OF BEGINNING**;

THENCE (L2) S 31° 23' 59" W continuing along the common line of the said 34.835 and the said 29.419 acre tracts, a distance of 30.32 feet to a point being the southeast corner of the herein described easement;

THENCE departing said common line, over and across said 34.835 acre tract of land the following five (5) courses and distances;

1. (L3) N 50° 18' 18" W, a distance of 188.18 feet to a point at beginning of a curve being a corner in the south line of the herein described easement;
2. Following a curve to the left, (C1), an arc distance of 105.70 feet, having a radius of 2764.79 feet, a delta angle of 2° 11' 25", a chord bearing of N 51° 37' 26" W, a chord distance of 105.69 feet to a point being southwest corner of the herein described easement;
3. (L4) N 38° 50' 03" E, a distance of 30.01 feet, to a point at the beginning of a curve being the northwest corner of the herein described easement;
4. Following a curve to the left, (C2), an arc distance of 106.09 feet, having a radius of 2794.79 feet, a delta angle of 2° 10' 30", a chord bearing of S 51° 36' 54" E, a chord distance of 106.08 feet to a point being a corner in the north line of the herein described easement from which a found 1/2 inch iron rod in the said common line of the said 34.835 acre tract and F.M. 1860 bears (L5) N 39° 35' 02" E, a distance of 20.00 feet;

5. (L6) S 50° 18' 18" E, a distance of 183.86 feet to the POINT OF BEGINNING and containing 0.201 acre of land more or less.

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

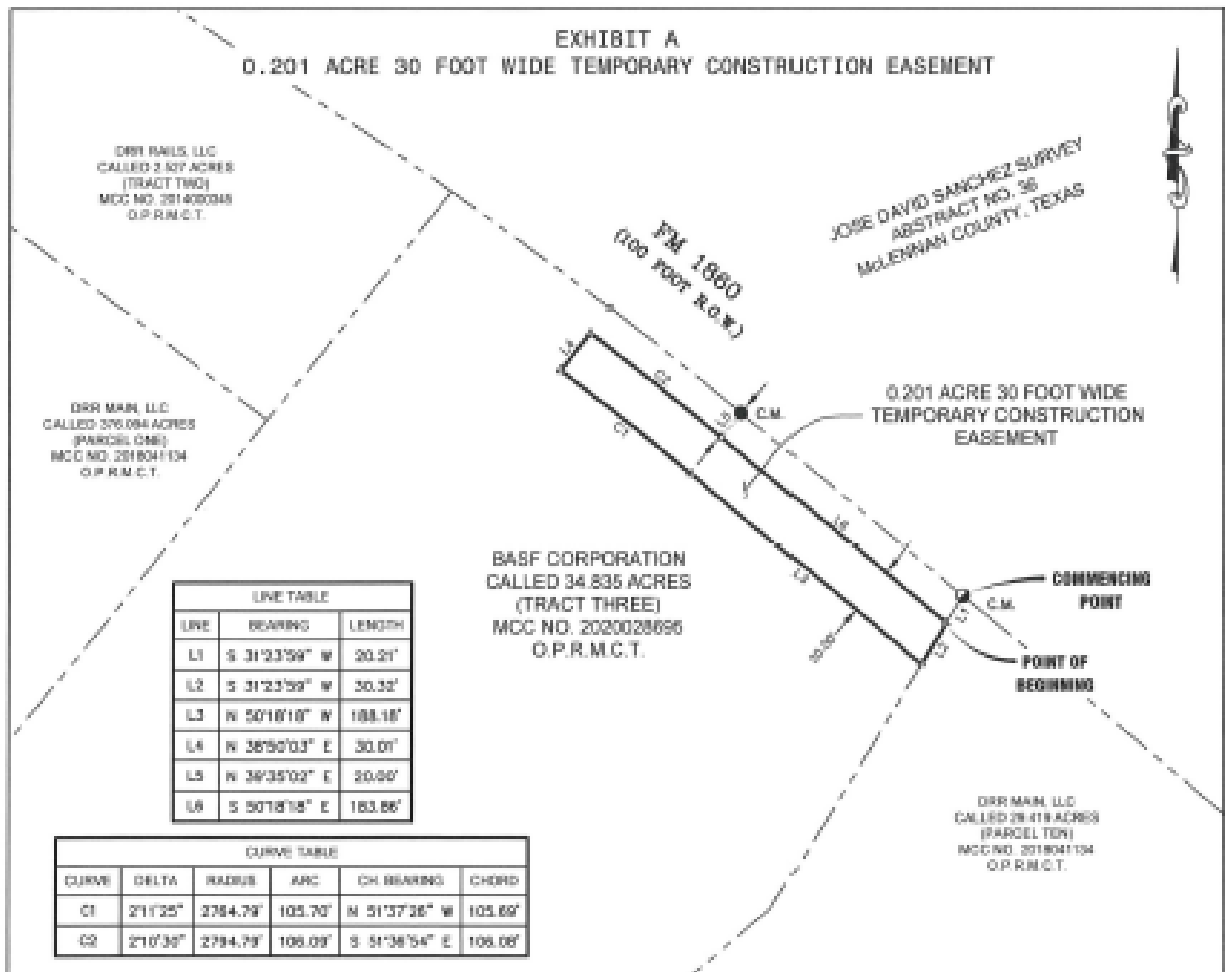
Brian Kidd



Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494

Date : September 10, 2026

EXHIBIT A
0.201 ACRE 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°23'59" W	20.21'
L2	S 31°23'59" W	30.32'
L3	N 50°18'10" W	108.18'
L4	N 38°50'03" E	30.01'
L5	N 38°35'02" E	20.46'
L6	S 50°18'18" E	183.86'

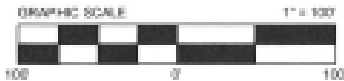
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH BEARING	CHORD
C1	271°35"	2784.79'	105.70'	N 51°37'38" W	105.69'
C2	271°35"	2784.79'	108.09'	S 51°38'54" E	108.08'

LEGEND

- = 1/2 INCH IRON ROD FOUND
- = 1/2 INCH IRON ROD FOUND WITH PLASTIC CAP STAMPED "1515"
- A = CALCULATED POINT
- C.M. = CONTROLLING MONUMENT
- R.O.W. = RIGHT OF WAY
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD'83.
- 5) ALL DISTANCES AND AREAS ARE IN (800) COORDINATES AND U.S. SURVEY FEET.



200 West Highway 6, Suite 620,
Waco, Texas 76710
254.772.9272 - TBPELS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground, November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

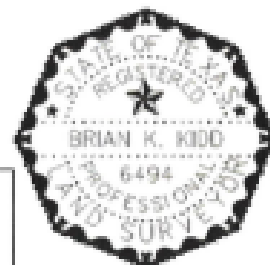
Brian Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6494

SHEET 3 OF 3

WORK ORDER CIR2000573 DIGITAL FILE 0.133 AC WL EASEMENT FIELDBOOK # 1397 DRAWN BY TAB



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

ROAD AND UTILITY EASEMENT

Date: _____

Grantor: BASF Corporation (hereinafter "Grantor").

Grantor's Mailing Address: 602 Copper Road, Freeport, TX 77541

Grantee: City of Riesel, Texas, a municipal corporation (hereinafter "Grantee").

Grantee's Mailing Address: P.O. Box 249, Riesel, McLennan County, Texas 76682

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which Grantor hereby acknowledges.

Property:

A 6.522 ACRE TRACT OF LAND SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 6.522 ACRE TRACT OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AND DRAWINGS ATTACHED AS EXHIBIT A (hereinafter "Property").

Grant of Road and Utility Easement:

Grantor hereby GRANTS, SELLS and CONVEYS to Grantee a perpetual and permanent, non-exclusive right-of-way easement for Road Purposes, in, along, across, upon, under, and over the Property. Road Purposes, include, but are not limited to: laying out, constructing, opening, operating, maintaining, modifying, or reconstructing a road for travel, together with necessary incidentals and appurtenances thereto, including, but not limited to, drainage ditches and structures, culverts, shoulders, safety measures, and other items and work necessary or proper for support and maintenance of the road. Grantor further GRANTS, SELLS, and CONVEYS to Grantee a permanent, non-exclusive utility easement for the placement of utility lines and appurtenances in, along, across, upon, and over the Property. To the extent reasonably requested by Grantee, Grantor shall grant an easement (or letter of no objection) to the utility company(ies)

for pipelines or transmission lines within the Property to facilitate Grantee's use of its infrastructure, provided that the utility company(ies) agrees to repair any damage it or its contractors cause and indemnify, defend and hold Grantor harmless from any and all claims, liabilities, and losses arising from its (or its contractors') activities within the Property.

Grantor reserves the right to use the Property (including, without limitation, the road to be constructed by Grantee) for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor shall not place any improvements, posts, fences, or other such items in or on the Property that negatively affect the road, the drainage for the road, or any placed utility infrastructure. Grantor shall not trench, dig, grade, or otherwise make substantial changes to the grade, elevations or contour of the Property, if such changes or actions or uses would materially compromise the road or any placed utility infrastructure.

TO THE EXTENT, IF ANY, ALLOWED BY TEXAS LAW, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COST AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO GRANTEE'S USE OR OPERATION OF THE PROPERTY OR GRANTEE'S PRESENCE ON THE PROPERTY OR GRANTOR'S REAL PROPERTY.

Grantee agrees to maintain during the term of this Agreement and shall provide limits of liability of not less than the following: (a) Workers' Compensation in compliance with statutory requirements, (b) Commercial General Liability with limits of liability of \$1,000,000 per occurrence. Further, Grantee shall cause each contractor who enters onto the Property (or Grantor's real property) for purposes of conducting work on behalf of Grantee to demonstrate that such contractor maintains the following insurance coverages, with insurers that have a financial strength rating with A.M Best or similar rating agency of at least A- or better, with limits of liability of not less than the following: a) Workers' Compensation in compliance with statutory requirements, b) Employer's Liability with limits of liability of \$1,000,000; c) Commercial General Liability with limits of liability of \$5,000,000 per occurrence; and d) Commercial Automobile Liability insurance for all owned, hired, leased and non-owned automobiles with limits of liability of \$5,000,000 combined single limit. All such insurance (whether carried by Grantee or Grantee's contractors) shall be primary and non-contributory to the insurance maintained by Grantor in the event of a loss; release and waive all rights of subrogation against Grantor possessed by Grantee's insurers; and, except for the policy held by Grantee, include Grantor as an additional insured. Upon request, Grantee shall provide Grantor with certificates of insurance evidencing the foregoing insurance requirements.

Grantee shall be solely responsible for the water, chemicals, sludge, wastes and other materials used, treated, generated, stored, transported, disposed of, supplied, released or otherwise handled by or on behalf of Grantee in connection with its activities on the Property, including the presence, release, discharge, spill, or migration of any contaminants in, on, under or from the Property or Grantor's real property arising out of or relating thereto, and, TO THE EXTENT, IF ANY, ALLOWED BY TEXAS LAW, GRANTEE RELEASES AND SHALL HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS,

CAUSES OF ACTION, LOSSES, DAMAGES, FINES, PENALTIES, RESPONSE COSTS, REMEDIATION COSTS, MONITORING COSTS, INVESTIGATION COSTS AND OTHER COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND CONSULTANTS' FEES) ARISING OUT OF OR RELATING THERETO OR GRANTEE'S USE OR OCCUPANCY OF THE PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR. If such occurs, Grantee shall promptly investigate, contain, clean up, remediate and monitor the affected area and any resulting contamination in compliance with applicable Law. Grantee shall have no claim against Grantor arising from the environmental condition of the Property, except to the extent caused by Grantor's gross negligence or willful misconduct. Grantee's obligations under this paragraph shall survive expiration or earlier termination of this easement.

Grantee shall comply with all applicable laws, regulations and other legally-binding requirements of any governmental authority (collectively, "Laws") in its use of the Property and Grantee's operations and activities thereon.

TO HAVE AND TO HOLD the permanent, non-exclusive right-of-way easement for Road Purposes and Utility Easement herein granted to the Grantee which shall run with the land and forever be a right in the Property belonging to the Grantee and its assigns; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, attorneys-in-fact, personal representatives, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said right-of-way and utility easements herein conveyed unto the Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Authority:

Each of the undersigned acknowledges that he/she is authorized to sign this instrument on behalf of the Grantor or Grantee (as applicable) and to bind the Grantor or Grantee (as applicable) by his/her signature below, and that all necessary actions and approvals have been taken or obtained to allow him/her to execute this instrument on behalf of the Grantor or Grantee (as applicable) as the Grantor's or Grantee's (as applicable) act and deed.

Grantor:

BASF CORPORATION

BY:_____

ITS:_____

THE STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of ____, 2026,
by _____ who attested that he/she executed this instrument for the purposes and
consideration stated therein in his/her capacity as _____ of BASF Corporation
and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

Grantee:

CITY OF RIESEL, TEXAS

BY: JENNIFER HOGG

ITS: MAYOR

THE STATE OF TEXAS

§

COUNTY OF MCLENNAN

§

§

This instrument was acknowledged before me on the ____ day of _____, 2026, by Jennifer Hogg who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as Mayor of the City of Reisel and is authorized to bind the City of Riesel by his/her signature.

NOTARY PUBLIC, STATE OF _____

PREPARED IN THE LAW OFFICE OF:

Michael W. Dixon

HALEY & OLSON, P.C.

100 N. Ritchie Road, Suite 200

Waco, Texas 76712

EXHIBIT A



280 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 6.522 ACRE ROAD AND UTILITY EASEMENT

BEING A 6.522 ACRE ROAD AND UTILITY EASEMENT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028685 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 6.522 ACRE ROAD AND UTILITY EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING at a point in the common line between said 34.835 acre tract of land and the south right of way line of F.M. 1880, being a 100 foot Right of Way (R.O.W.), and being the northwest corner of herein described easement, from which a found 1/2 inch iron rod with a plastic cap stamped "1519" (control monument) on said common line, at the common corner of said 34.835 acre tract of land and a called 2.527 acre tract of land described as Tract Two in a deed to DRR Rails, LLC of record in MCC No. 2014000345 of said O.P.R.M.C.T. bears (L1) N 54° 59' 19" W, a distance of 25.50 feet;

THENCE with said common line following a curve to the right (C1), an arc distance of **100.10 feet**, having a radius of **2814.79 feet**, a delta angle of **2° 02' 16"**, a chord bearing of **S 53° 42' 37" E**, a chord distance of **100.10 feet** to a point being the northeast corner of the herein described easement;

THENCE departing said common line over and across said 34.835 acre tract of land the following thirty eight (38) courses and distances;

1. **S 38° 50' 03" W**, a distance of **405.74 feet** to a point at beginning of a curve being a corner in the east line of the herein easement;
2. Following a curve to the left (C2), an arc distance of **32.40 feet**, having a radius of **100.00 feet**, a delta angle of **18° 33' 53"**, a chord bearing of **S 29° 33' 07" W**, a chord distance of **32.26 feet** to a point being a corner in the east line of the herein easement;
3. (L2) **S 20° 16' 10" W**, a distance of **82.41 feet** to a point at the beginning of a curve being a corner in the east line of the herein easement;
4. Following a curve to the right (C3), an arc distance of **93.61 feet**, having a radius of **200.00 feet**, a delta angle of **26° 48' 59"**, a chord bearing of **S 33° 40' 40" W**, a chord distance of **92.76 feet** to a point being a corner in the east line of the herein easement;
5. (L3) **S 47° 05' 09" W**, a distance of **138.53 feet** to a point being a corner in the east line of the herein easement;
6. (L4) **S 42° 54' 51" E**, a distance of **30.00 feet** to a point being a corner in the east line of the herein easement;

7. (L5) **S 47° 05' 09" W**, a distance of **20.00 feet** to a point being a corner in the east line of the herein easement;
8. (L6) **N 42° 54' 51" W**, a distance of **30.00 feet** to a point being a corner in the east line of the herein easement;
9. (L7) **S 47° 05' 09" W**, a distance of **14.22 feet** to a point at beginning of a curve being a corner in the east line of the herein easement;
10. Following a curve to the right (C4), an arc distance of **62.37 feet**, having a radius of **200.00 feet**, a delta angle of **17° 52' 07"**, a chord bearing of **S 56° 01' 13" W**, a chord distance of **62.12 feet** to a point at the beginning of curve and being a corner in the east line of the herein easement;
11. Following a curve to the left (C5), an arc distance of **69.05 feet**, having a radius of **100.00 feet**, a delta angle of **39° 33' 44"**, a chord bearing of **S 45° 10' 25" W**, a chord distance of **67.69 feet** to a point being a corner in the east line of the herein easement;
12. (L8) **S 15° 56' 00" E**, a distance of **301.95 feet** to a point at the beginning of a curve being a corner in the east line of the herein easement;
13. Following a curve to the right (C6), an arc distance of **158.15 feet**, having a radius of **100.00 feet**, a delta angle of **90° 36' 54"**, a chord bearing of **S 29° 22' 27" W**, a chord distance of **142.18 feet** to a point being a corner in the east line of the herein easement;
14. (L9) **S 74° 40' 55" W**, a distance of **166.36 feet** to a point being a corner in the east line of the herein easement;
15. (L10) **S 62° 50' 45" W**, a distance of **149.57 feet** to a point being a corner in the east line of the herein easement;
16. (L11) **S 56° 14' 49" W**, a distance of **41.89 feet** to a point being a corner in the east line of the herein easement;
17. (L12) **N 27° 09' 16" W**, a distance of **3.76 feet** to a point being a corner in the east line of the herein easement;
18. (L13) **S 62° 51' 17" W**, a distance of **100.00 feet** to a point being a corner in the east line of the herein easement;
19. (L14) **S 27° 05' 20" E**, a distance of **11.33 feet** to a point being a corner in the east line of the herein easement;
20. (L15) **S 60° 01' 31" W**, a distance of **158.74 feet** to a point at the beginning of a curve being a corner in the east line of the herein easement;

21. Following a curve to the left (C7), an arc distance of **70.91 feet**, having a radius of **50.00 feet**, a delta angle of **81° 15' 37"**, a chord bearing of **S 19° 23' 42" W**, a chord distance of **65.12 feet** to a point being a corner in the east line of the herein easement;
22. (L16) **S 21° 14' 06" E**, a distance of **210.62 feet** to a point at the beginning of a curve being a corner in the east line of the herein easement;
23. Following a curve to the right (C8), an arc distance of **252.02 feet**, having a radius of **200.00 feet**, a delta angle of **72° 11' 57"**, a chord bearing of **S 14° 51' 52" W**, a chord distance of **235.68 feet** to a point being a corner in the east line of the herein easement;
24. (L17) **S 50° 57' 51" W**, a distance of **162.78 feet** to a point at the beginning of a curve being a corner in the east line of the herein easement;
25. Following a curve to the left (C9), an arc distance of **5.64 feet**, having a radius of **25.00 feet**, a delta angle of **12° 56' 13"**, a chord bearing of **S 44° 29' 44" W**, a chord distance of **5.63 feet** to a point being the southeast corner of the herein easement;
26. (L18) **N 81° 55' 13" W**, a distance of **102.71 feet** to a point at the beginning of a curve being the southwest corner of the herein easement;
27. Following a curve to the right (C10), an arc distance of **81.06 feet**, having a radius of **125.00 feet**, a delta angle of **37° 09' 16"**, a chord bearing of **N 32° 23' 13" E**, a chord distance of **79.65 feet** to a point being a corner in the west line of the herein easement;
28. (L19) **N 50° 57' 51" E**, a distance of **119.50 feet** to a point being a corner in the west line of the herein easement;
29. (L20) **N 39° 02' 09" W**, a distance of **20.00 feet** to a point being a corner in the west line of the herein easement;
30. (L21) **N 50° 57' 51" E**, a distance of **80.00 feet** to a point being a corner in the west line of the herein easement;
31. (L22) **S 39° 02' 09" E**, a distance of **13.01 feet** to a point at the beginning of a curve being a corner in the west line of the herein easement;
32. Following a curve to the left (C11), an arc distance of **88.41 feet**, having a radius of **100.00 feet**, a delta angle of **50° 39' 14"**, a chord bearing of **N 04° 05' 31" E**, a chord distance of **85.56 feet** to a point being a corner in the west line of the herein easement;
33. (L23) **S 68° 45' 54" W**, a distance of **50.00 feet** to a point being a corner in the west line of the herein easement;
34. (L24) **N 21° 14' 06" W**, a distance of **210.62 feet** to a point being a corner in the west line of the herein easement;
35. (L25) **N 68° 45' 54" E**, a distance of **50.00 feet** to a point at the beginning of a curve being a corner in the west line of the herein easement;

36. Following a curve to the right (C12), an arc distance of **212.74 feet**, having a radius of **150.00 feet**, a delta angle of **81° 15' 37"**, a chord bearing of **N 19° 23' 42" E**, a chord distance of **195.35 feet** to a point being a corner in the west line of the herein easement;
37. (L26) **N 60° 01' 31" E**, a distance of **216.08 feet** to a point being a corner in the west line of the herein easement;
38. (L27) **N 56° 14' 49" E**, a distance of **84.08 feet** to a point in the common line between said 34.835 acre tract of land and a called 376.094 acre tract of land described as Parcel One in a deed to DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T. being a corner in the west line of the herein easement;

THENCE with the common line between said 34.835 acre tract of land and the said 376.094 acre tract of land the following three (3) courses and distances;

1. (L28) **N 62° 50' 45" E**, a distance of **165.70 feet** to a found 1/2 iron rod with plastic cap "1519" (control monument) being a common corner between said 34.835 acre tract and said 376.094 acre tract of land and being a corner in the west line of the herein easement;
2. (L29) **N 74° 40' 55" E**, a distance of **176.72 feet** to a found 1/2 iron rod (control monument) being a common corner between said 34.835 acre tract and said 376.094 acre tract of land and being a corner in the west line of the herein easement;
3. (L30) **N 15° 50' 44" W**, a distance of **333.48 feet** to a point at the beginning of a curve being a corner in the west line of the herein easement;

THENCE departing said common line over and across said 34.835 acre tract of land the following seven (7) courses and distances;

1. Following a curve to the right (C13), an arc distance of **180.43 feet**, having a radius of **200.00 feet**, a delta angle of **51° 41' 19"**, a chord bearing of **N 39° 06' 37" E**, a chord distance of **174.37 feet** to a point at the beginning of a curve being a corner in the west line of the herein easement;
2. Following a curve to the left (C14), an arc distance of **31.19 feet**, having a radius of **100.00 feet**, a delta angle of **17° 52' 07"**, a chord bearing of **N 56° 01' 13" E**, a chord distance of **31.06 feet** to a point being a corner in the west line of the herein easement;
3. (L31) **N 47° 05' 09" E**, a distance of **172.75 feet** to a point at the beginning of a curve being a corner in the west line of the herein easement;
4. Following a curve to the left (C15), an arc distance of **46.80 feet**, having a radius of **100.00 feet**, a delta angle of **26° 48' 59"**, a chord bearing of **N 33° 40' 40" E**, a chord distance of **46.38 feet** to a point being a corner in the west line of the herein easement;
5. (L32) **N 20° 16' 10" E**, a distance of **82.41 feet** to a point at the beginning of a curve being a corner in the west line of the herein easement;

6. Following a curve to the right (C16), an arc distance of **64.80 feet**, having a radius of **200.00 feet**, a delta angle of **18° 33' 53"**, a chord bearing of **N 29° 33' 07" E**, a chord distance of **64.52 feet** to a point being a corner in the west line of the herein easement;
7. (L33) **N 38° 50' 03" E**, a distance of **401.30 feet** to the **POINT OF BEGINNING** and containing **6.522 acre** of land more or less.

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

Brian Kidd

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494



Date : September 10, 2026

EXHIBIT A 6.522 ACRE ROAD AND UTILITY EASEMENT

GENERAL NOTES

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4303) NAD83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.

LEGEND

- = 1/2 INCH IRON ROD FOUND
- ⦿ = 1/2 INCH IRON ROD FOUND WITH PLASTIC CAP STAMPED "1519"
- Δ = CALCULATED POINT
- C.M. = CONTROLLING MONUMENT
- R.O.W. = RIGHT OF WAY
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS

JOSE DAVID SANCHEZ SURVEY
ABSTRACT NO. 36
MCLENNAN COUNTY, TEXAS

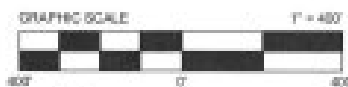
DEER HAIN, LLC
CALLED 379.034 ACRES
(PARCEL ONE)
MCC NO. 2018041134
O.P.R.M.C.T.

BASF CORPORATION
CALLED 34.830 ACRES
(TRACT THREE)
MCC NO. 2020028895
O.P.R.M.C.T.

YICKI WATTS,
TAMM KELLER,
SALLY SMITH
NO CALLED ACREAGE
PATRICK EHLERS,
MCC NO. 2015007150
O.P.R.M.C.T.

CRISTINE STAUFFER
COLUMBIA DENNIS
CALLED 11.88 ACRES
(TRACT ONE)
MCC NO. 20200088
O.P.R.M.C.T.

DEER HAIN, LLC
CALLED 28.479 ACRES
(PARCEL TEN)
MCC NO. 2018041134
O.P.R.M.C.T.



200 West Highway 6, Suite 620,
Waco, Texas 76710
254.772.9272 - TBPCLS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

Brian K. Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6494



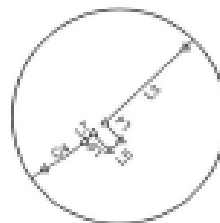
SHEET 6 OF 7

WORK ORDER CIR2000573 DIGITAL FILE ROAD & UTILITY EASEMENT FIELDBOOK # 1297 DRAWN BY TAB

EXHIBIT A
6.522 ACRE ROAD AND UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 84°59'19" W	25.50'
L2	S 20°16'10" W	82.41'
L3	S 47°05'09" W	138.53'
L4	S 42°54'31" E	30.00'
L5	S 47°05'09" W	20.00'
L6	N 42°54'51" W	30.00'
L7	S 47°05'09" W	14.22'
L8	S 15°56'00" E	301.85'
L9	S 74°40'55" W	188.38'
L10	S 62°50'45" W	149.57'
L11	S 58°14'49" W	41.88'
L12	N 27°09'16" W	3.78'
L13	S 82°51'17" W	100.00'
L14	S 27°05'20" E	11.33'
L15	S 80°01'31" W	158.74'
L16	S 21°14'06" E	210.62'
L17	S 50°57'51" W	182.78'
L18	N 81°55'13" W	102.71'
L19	N 50°57'51" E	119.50'
L20	N 39°03'09" W	30.00'
L21	N 50°57'51" E	80.00'
L22	S 38°02'08" E	13.01'
L23	S 68°45'54" W	50.00'
L24	N 21°14'06" W	210.62'
L25	N 68°45'54" E	50.00'
L26	N 60°06'31" E	218.08'
L27	N 58°14'42" E	84.08'
L28	N 82°50'45" E	185.70'
L29	N 74°40'55" E	178.72'
L30	N 15°56'44" W	333.48'
L31	N 47°05'09" E	173.75'
L32	N 20°16'10" E	82.41'
L33	N 38°50'03" E	401.30'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C1	2°02'18"	2814.78'	100.10'	S 53°42'33" E	100.10'
C2	18°33'53"	100.00'	32.40'	S 29°33'07" W	32.38'
C3	26°48'59"	200.00'	63.81'	S 33°40'40" W	62.76'
C4	17°52'07"	200.00'	62.37'	S 58°01'13" W	62.12'
C5	39°33'44"	100.00'	68.05'	S 45°10'25" W	67.69'
C6	60°38'54"	100.00'	158.15'	S 29°22'27" W	142.18'
C7	81°15'37"	50.00'	70.91'	S 18°23'42" W	65.12'
C8	72°11'57"	200.00'	252.02'	S 14°51'52" W	235.68'
C9	12°58'13"	25.00'	5.64'	S 44°28'44" W	5.63'
C10	37°08'18"	125.00'	81.06'	N 32°23'12" E	70.65'
C11	50°38'14"	100.00'	68.41'	N 4°05'31" E	66.56'
C12	81°15'37"	150.00'	212.74'	N 18°23'42" E	193.25'
C13	51°41'19"	200.00'	180.43'	N 38°08'37" E	174.37'
C14	17°52'07"	100.00'	31.19'	N 58°01'13" E	31.08'
C15	26°48'59"	100.00'	48.80'	N 33°40'40" E	48.38'
C16	18°33'53"	200.00'	64.80'	N 29°33'07" E	64.52'



PERMANENT WATERLINE EASEMENT

Date: _____

Grantor: BASF Corporation (hereinafter “Grantor”).

Grantor’s Mailing Address: 602 Copper Road, Freeport, TX 77541

Grantee: City of Riesel, Texas, a municipal corporation (hereinafter “Grantee”)

Grantee's Mailing Address: P.O. Box 249, Riesel, McLennan County, Texas 76682

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged.

Property: A 9.1875 ACRE TRACT OF LAND SITUATED IN THE IGNACIO GALINDO SURVEY, ABSTRACT NO. 17, AND THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 1,833.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BASF CORPORATION AS RECORDED IN DOCUMENT NUMBER 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.); SAID 9.1875 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS – PART 1, A 9.0711 ACRE TRACT AND PART 2, A 0.1164 TRACT – BY METES AND BOUNDS AND DRAWINGS ATTACHED AS EXHIBIT A (hereinafter “Property”).

Grant of Permanent Easement to Grantee:

Grantor hereby GRANTS, BARGAINS, SELLS, WARRANTS AND CONVEYS to the Grantee hereunder a perpetual, non-exclusive, 9.1875 acre, 20-foot wide easement on, over, and under the Property as described in Exhibit “A” attached hereto and incorporated by reference herein, for the installation, operation, maintenance, repair, replacement, alteration, change of size of, inspection, pre-construction work, construction work, relocation and/or removal of an underground water pipeline (with a nominal diameter of no more than six inches (6’)) and necessary appurtenances, together with the right of reasonable ingress and egress to and from the easement at or by access routes designated from Grantor from time to time. TO HAVE AND TO HOLD the above-described permanent easement perpetually by the Grantee, its successors and assigns. Grantor bind Grantor and Grantor’s heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement or any part of the easement.

Other Terms:

Grantee’s water pipeline will be buried to a depth of not less than three feet (3’) below grade.

Grantor shall not construct or install permanent improvements or plant trees, shrubs or other plants with deep root systems on the easement, except that fences, walkways, road, driveways, parking areas and utility service crossings may be installed or constructed thereon, subject to the rights granted herein to Grantee. Notwithstanding anything set forth herein to the contrary, Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation.

Grantor shall not trench, dig, grade, or otherwise make substantial changes to the grade, elevations or contour of the Property, or use the surface of the Property, if such changes or actions or uses would materially compromise the Grantee's water line or appurtenant facilities or Grantee's rights granted hereunder.

Grantee shall be responsible for repairing or replacing actual physical damage to (1) the land within the Property and (2) any underground installations or improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Grantee in exercising the rights granted herein. Grantee shall restore and level the surface of the Property to a condition which is reasonably close to the condition existing immediately prior to Grantee's use of the Property (excepting those permanent alterations which may be permitted in connection with the granting of the easement) and fully repair (to at least as good a condition as existed prior to Grantee's work) any existing roads or sidewalks and earthen water bars to prevent erosion that are damaged in connection with such work.

TO THE EXTENT, IF ANY, ALLOWED BY TEXAS LAW, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COST AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO GRANTEE'S USE OR OPERATION OF THE PROPERTY OR GRANTEE'S PRESENCE ON THE PROPERTY OR GRANTOR'S REAL PROPERTY.

Grantee agrees to maintain during the term of this Agreement and shall provide limits of liability of not less than the following: (a) Workers' Compensation in compliance with statutory requirements, (b) Commercial General Liability with limits of liability of \$1,000,000 per occurrence. Further, Grantee shall cause each contractor who enters onto the Property (or Grantor's real property) for purposes of conducting work on behalf of Grantee to demonstrate that such contractor maintains the following insurance coverages, with insurers that have a financial strength rating with A.M Best or similar rating agency of at least A- or better, with limits of liability of not less than the following: a) Workers' Compensation in compliance with statutory requirements, b) Employer's Liability with limits of liability of \$1,000,000; c) Commercial General Liability with limits of liability of \$5,000,000 per occurrence; and d) Commercial Automobile Liability insurance for all owned, hired, leased and non-owned automobiles with limits of liability of \$5,000,000 combined single limit. All such insurance (whether carried by Grantee or Grantee's contractors) shall be primary and non-contributory to the insurance maintained by Grantor in the event of a loss; release and waive all rights of subrogation against Grantor possessed by Grantee's insurers; and, except for the policy held by Grantee, include Grantor as an additional insured. Upon request, Grantee shall provide Grantor with certificates of

insurance evidencing the foregoing insurance requirements.

Grantee shall be solely responsible for the water, chemicals, sludge, wastes and other materials used, treated, generated, stored, transported, disposed of, supplied, released or otherwise handled by or on behalf of Grantee in connection with its activities on the Property, including the presence, release, discharge, spill, or migration of any contaminants in, on, under or from the Property or Grantor's real property arising out of or relating thereto, and, TO THE EXTENT, IF ANY, ALLOWED BY TEXAS LAW, GRANTEE RELEASES AND SHALL HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, FINES, PENALTIES, RESPONSE COSTS, REMEDIATION COSTS, MONITORING COSTS, INVESTIGATION COSTS AND OTHER COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND CONSULTANTS' FEES) ARISING OUT OF OR RELATING THERETO OR GRANTEE'S USE OR OCCUPANCY OF THE PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR. If such occurs, Grantee shall promptly investigate, contain, clean up, remediate and monitor the affected area and any resulting contamination in compliance with applicable Law. Grantee shall have no claim against Grantor arising from the environmental condition of the Property, except to the extent caused by Grantor's gross negligence or willful misconduct. Grantee's obligations under this Section shall survive expiration or earlier termination of this easement.

Grantee shall comply with all applicable laws, regulations and other legally-binding requirements of any governmental authority (collectively, "Laws") in its use of the Property and Grantee's operations and activities thereon.

This instrument, together with all provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee and its successors and assigns.

Grantor covenants that it is the owner of the above-described Property, and that the Property is free and clear of encumbrances and liens except as otherwise noted herein, as would be identified in an ALTA/NSPS land survey, or as would appear in the Official Public Records/Deed Records of McLennan County, Texas.

[SIGNATURE PAGES FOLLOW]

Grantor:

BASF Corporation

BY: _____

ITS: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as _____ of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

Grantee:

CITY OF RIESEL TEXAS

BY: JENNIFER HOGG

ITS: MAYOR

THE STATE OF TEXAS

§

§

COUNTY OF McLennan

§

This instrument was acknowledged before me on the ____ day of _____, 2026, by Jennifer Hogg who attested that he/she executed this instrument for the purposes and consideration stated therein in his/her capacity as Mayor of the City of Riesel and is authorized to bind the City of Riesel by his/her signature.

NOTARY PUBLIC, STATE OF _____

PREPARED IN THE LAW OFFICE OF:

Michael W. Dixon

HALEY & OLSON, P.C.

100 N. Ritchie Road, Suite 200

Waco, Texas 76712

EXHIBIT A



METES AND BOUNDS DESCRIPTION 20 FOOT WIDE WATERLINE EASEMENT

BEING A 9.1875 ACRE, 20 FOOT WIDE WATERLINE EASEMENT SITUATED IN THE IGNACIO GALINDO SURVEY, ABSTRACT NO. 17, AND THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 1,833.6 ACRE TRACT OF LAND DESCRIBED IN A DEED AS TRACT 1 TO BASF CORPORATION AS RECORDED IN McLENNAN COUNTY CLERK'S FILE NUMBER (MCC No.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.); SAID 9.1875 ACRE, 20 FOOT WIDE WATERLINE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS – PART 1 AS 9.0711 ACRES AND PART 2 AS 0.1164 ACRES – BY METES AND BOUNDS AS FOLLOWS:

PART 1, 9.0711 ACRES

BEGINNING at a 1/2 inch capped iron rod found and stamped "1519", Controlling Monument (CM), for corner, being the common west corner of said 1,833.6 acre tract and the south corner of that called 176.93 acre tract of land described in a deed as Tract One to Randall Wayne Cervenka, Carole Marie Cervenka Moore, Catherine Elaine Cervenka Zarvou and Robert Lee Cervenka, Trustees of the Darrell A. Cervenka Trust, as recorded in MCC No. 2021019847 of said O.P.R.M.C.T. also lying in the northeast line of that called 83.301 acre tract of land described in a deed to Susan Jane Harper as recorded in Volume 1865, Page 297 of the Deed Records of McLennan County, Texas (D.R.M.C.T.);

THENCE N 59° 50' 15" E, along the common line of said 1,833.6 acre and 176.93 acre tracts, a distance of 20.00 feet, to a point for the calculated north corner of the easement hereof, from which, a 1/2 inch capped iron rod found and stamped "ALL COUNTY" (CM) lying in the common line of said 1,833.6 acre and 176.93 acre tracts, bears N 59° 50' 15" E, a distance of 2,665.59 feet;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following six (6) courses and distances:

- 1) S 29° 42' 13" E, a distance of 1,133.71 feet, to a point for an interior "ell" corner hereof;
- 2) N 59° 12' 17" E, a distance of 44.80 feet, to a point for corner;
- 3) S 30° 47' 43" E, a distance of 115.00 feet, to a point for corner;
- 4) S 59° 12' 17" W, a distance of 14.15 feet, to a point for an interior "ell" corner hereof;
- 5) S 30° 47' 43" E, a distance of 1,547.46 feet, to a point for corner;
- 6) S 58° 32' 47" W, a distance of 50.00 feet, to a point for an interior "ell" corner hereof, lying in the southwest line of a Variable Width Pipeline Easement to ETC Texas Pipeline, LTD., as recorded in MCC No. 2010024890 of said O.P.R.M.C.T.;

THENCE continuing over and across said 1,833.6 acre tract and along the southwest line of said ETC easement, the following three (3) courses and distances:

- 1) $\S$ $30^{\circ} 47' 43''$ E, a distance of 10.46 feet, to a point for an interior "ell" corner of said ETC easement;
- 2) $\S$ $57^{\circ} 12' 31''$ W, a distance of 5.00 feet, to a point for an exterior corner of said ETC easement;
- 3) $\S$ $31^{\circ} 17' 40''$ E, a distance of 2,148.00 feet, to a point lying in the northeast line of said 1,833.6 acre tract and the northwest Right of Way (R.O.W.) line of Rattlesnake Road (Variable width Prescriptive R.O.W.);

THENCE $\S$ $58^{\circ} 13' 52''$ W, along the common line of said 1,833.6 acre tract and said Rattlesnake Road northwest R.O.W., a distance of 20.00 feet, to a point for corner;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following three (3) courses and distances:

- 1) $\N$ $31^{\circ} 17' 40''$ W, a distance of 30.44 feet, to a point lying in the southwest line of said ETC easement for an interior "ell" corner hereof;
- 2) $\S$ $59^{\circ} 06' 08''$ W, along said southwest ETC easement line, leaving it at an approximate distance of 588.6 feet, continuing for a total distance of 807.57 feet, to a point for corner;
- 3) $\S$ $15^{\circ} 11' 47''$ W, passing at a distance of 62.59 feet, a 1/2 inch capped iron rod found and stamped "1519" (CM) lying in the common line of said 1,833.6 acre tract and said Rattlesnake Road northwest R.O.W., continuing along said common line passing at a distance of 27.03 feet, a 1/2 inch iron rod found (CM), being a west corner of that called 697.97 acre tract of land described in a deed as Parcel 1 to Riesel HoldCo, LLC, as recorded in MCC No. 2022047952 of said O.P.R.M.C.T., continuing along said common line and the west line of said 697.97 acre tract, passing at an additional distance of 286.32 feet a 1/2 inch iron rod found (CM), being another west corner of said 697.97 acre tract, and continuing along said common line, leaving said 697.97 acre tract, for a total distance of 419.91 feet, to a point for corner, lying in the common northeast line of said 1,833.6 acre tract and the southwest R.O.W. line of said Rattlesnake Road;

THENCE continuing along the common line of said 1,833.6 acre tract and Rattlesnake Road southwest R.O.W., the following two (2) courses and distances:

- 1) $\S$ $31^{\circ} 08' 02''$ E, a distance of 948.55 feet, to a 1/2 inch iron rod found (CM) for corner, lying in the east line of a called 64.236 acre Transmission Easement to Oncor Electric Delivery Company, LLC, as recorded in MCC No. 2025033530 of said O.P.R.M.C.T.;
- 2) $\S$ $31^{\circ} 27' 06''$ E, a distance of 346.75 feet, to a point for corner;

THENCE $\S$ $13^{\circ} 32' 54''$ W, leaving said common line, over and across said 1,833.6 acre tract a distance of 28.28 feet, to a point for corner, lying in the southwest line of a called 20 foot wide Electric Easement to Navasota Valley Electric Cooperative, Inc., (NVEC) as recorded in MCC No. 2009005265 of said O.P.R.M.C.T.;

THENCE continuing over and across said 1,833.6 acre tract, and along the southwest line of said NVEC easement, the following three (3) courses and distances:

- 1) $\S 31^{\circ} 27' 06''$ E, a distance of 813.35 feet, to a point for corner;
- 2) $\S 32^{\circ} 01' 30''$ E, a distance of 1,260.28 feet, to a point for corner;
- 3) $\S 33^{\circ} 03' 32''$ E, a distance of 666.64 feet, to a point for the east corner of the easement hereof, lying in the northwest R.O.W. line of FM 1860 (commonly known as W. Lake Creek Road, having a 100 foot wide R.O.W.), from which, a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for the east corner of said 1,833.6 acre tract also lying at the intersection of said FM 1860 northwest R.O.W. and said Rattlesnake Road southwest R.O.W. bears $N 60^{\circ} 08' 31''$ E, a distance of 20.03 feet;

THENCE leaving said NVEC easement, along the common southeast line of said 1,833.6 acre tract and FM 1860 northwest R.O.W., the following two (2) courses and distances:

- 1) $\S 60^{\circ} 08' 31''$ W, a distance of 4,878.83 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner at the beginning of a tangent curve to the left, having a central angle of $06^{\circ} 17' 56''$, a radius of 1,482.39 feet, and having a chord bearing of $S 57^{\circ} 00' 06''$ W, a chord distance of 162.89 feet;
- 2) Along said tangent curve to the left in a southwesterly direction, an arc distance of 162.97 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner, lying in the northwest line of Kattner Road (Variable width R.O.W.);

THENCE leaving said FM 1860 R.O.W., along the common line of said 1,833.6 acre tract and Kattner Road northwest R.O.W., the following three (3) courses and distances:

- 1) $\S 61^{\circ} 28' 07''$ W, a distance of 649.95 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner;
- 2) $\S 59^{\circ} 13' 16''$ W, a distance of 43.83 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner;
- 3) $\S 60^{\circ} 22' 04''$ W, a distance of 96.32 feet, to a point for a calculated interior "ell" corner of said 1,833.6 acre tract and the easement hereof;

THENCE $\S 25^{\circ} 36' 39''$ E, along the common southeast line of said 1,833.6 acre tract and Kattner Road southwest R.O.W. line, a distance of 287.96 feet, to a point for corner, lying in the north R.O.W. line of said FM 1860;

THENCE along the common line of said 1,833.6 acre tract and FM 1860 north R.O.W., the following three (3) courses and distances:

- 1) $\S 37^{\circ} 37' 04''$ W, a distance of 1,575.78 feet, to a 1/2 Inch capped Iron rod found and stamped "1519" (CM) for corner at the beginning of a tangent curve to the right, having a central angle of $53^{\circ} 27' 00''$, a radius of 1,382.39 feet, and having a chord bearing of $S 64^{\circ} 20' 34''$ W, a chord distance of 1,243.35 feet;

- 2) Along said tangent curve to the right in a southwesterly direction, an arc distance of 1,289.60 feet, to a point for corner;
- 3) N 88° 57' 40" W, a distance of 171.91 feet, to a point for the calculated south corner hereof, from which, a 1/2 inch capped iron rod found and stamped "1519" (CM) lying in said common line bears N 88° 57' 40" W, a distance of 223.85 feet;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following twenty-three (23) courses and distances:

- 1) N 65° 22' 52" W, a distance of 247.79 feet, to a 5/8 inch Iron rod set and stamped "STV" for the west corner hereof, being the southeast corner of a 4.0739 acre tract proposed by separate instrument;
- 2) N 24° 37' 08" E, along the east line of said proposed 4.0739 acre tract, a distance of 20.00 feet, to a point for corner;
- 3) S 65° 22' 52" E, leaving said proposed tract, a distance of 243.62 feet, to a point for corner;
- 4) S 88° 57' 40" E, a distance of 167.74 feet, to a point for corner at the beginning of a tangent curve to the left, having a central angle of 53° 27' 00", a radius of 1,362.39 feet, and having a chord bearing of N 64° 20' 34" E, a chord distance of 1,225.36 feet;
- 5) Along said tangent curve to the left in a northeasterly direction, an arc distance of 1,270.94 feet, to a point for corner;
- 6) N 37° 37' 04" E, a distance of 1,563.46 feet, to a point for corner;
- 7) N 25° 36' 39" W, a distance of 294.29 feet, to a point for corner;
- 8) N 60° 22' 04" E, a distance of 114.76 feet, to a point for corner;
- 9) N 59° 13' 16" E, a distance of 44.02 feet, to a point for corner;
- 10) N 61° 28' 07" E, a distance of 649.02 feet, to a point for corner at the beginning of a non-tangent curve to the right, having a central angle of 06° 14' 53", a radius of 1,502.39 feet, and having a chord bearing of N 57° 01' 37" E, a chord distance of 163.75 feet;
- 11) Along said non-tangent curve to the right in a northeasterly direction, an arc distance of 163.83 feet, to a point for corner;
- 12) N 60° 08' 31" E, a distance of 4,857.68 feet, to a point for an Interior "el" corner hereof;
- 13) N 33° 03' 32" W, a distance of 645.67 feet, to a point for corner;
- 14) N 32° 01' 30" W, a distance of 1,260.56 feet, to a point for corner;
- 15) N 31° 27' 06" W, a distance of 821.74 feet, to a point for corner;
- 16) N 13° 32' 54" E, a distance of 28.28 feet, to a point for corner;

- 17) N 31° 27' 06" W, a distance of 338.52 feet, to a point for corner
- 18) N 31° 08' 02" W, a distance of 957.16 feet, to a point for corner;
- 19) N 15° 11' 47" E, a distance of 436.53 feet, to a point for corner;
- 20) N 59° 06' 08" E, a distance of 815.50 feet, to a point for an interior "el" corner hereof;
- 21) N 31° 17' 40" W, a distance of 2,128.27 feet, to a point for corner;
- 22) N 58° 34' 33" E, a distance of 55.27 feet, to a point for an interior "el" corner hereof, lying in the northeast line of said ETC Pipeline easement;
- 23) N 30° 47' 43" W, along the northeast line of said ETC easement, a distance of 1,547.69 feet, to a point for corner, lying in the southeast line of a called 50 foot by 75 foot easement to ETC Texas Pipeline, LTD., as recorded in said MCC No. 2010024890;

THENCE continuing over and across said 1,833.6 acre tract, and along the common lines of said 50' by 75' ETC easement, the following three (3) courses and distances:

- 1) N 59° 12' 17" E, a distance of 14.15 feet, to the calculated east corner of said easement for an interior "el" corner hereof;
- 2) N 30° 47' 43" W, a distance of 75.00 feet, to the calculated north corner of said easement for an interior "el" corner hereof;
- 3) S 59° 12' 17" W, a distance of 45.19 feet, to a point for corner, lying in the common northwest line of said 1,833.6 acre tract and the northeast line of said 83.301 acre tract, from which, a 1/2 inch capped iron rod found and stamped "1519" (CM) being an interior "el" corner of said 1,833.6 acre tract and the east corner of said 83.301 acre tract bears S 29° 42' 13" E, a distance of 89.38 feet;

THENCE N 29° 42' 13" W, leaving said ETC easement, along the common northwest line of said 1,833.6 acre tract and the northeast line of said 83.301 acre tract, a distance of 1,153.93 feet, to the POINT OF BEGINNING and containing 9.0711 acres of land, more or less.

PART 2, 0.1164 ACRES

COMMENCING at a 1/2 inch capped iron rod found and stamped "1519", Controlling Monument (CM), lying in north Right of Way (R.O.W.) line of FM 1860 (commonly known as W. Lake Creek Road, having a 100 foot wide R.O.W.) and being a common corner in the south line of said 1,833.6 acre tract and the east corner of that called 0.11 acre tract of land described in a deed as Tract Two to Aielshia Butler and Curtis Miller as recorded in MCC No. 2012039652 of said O.P.R.M.C.T. at the beginning of a tangent curve to the right, having a central angle of 10° 55' 50", a radius of 1,382.39 feet, and having a chord bearing of N 59° 36' 40" W, a chord distance of 263.32 feet, from which, a 1/2 inch capped iron rod found and stamped "1519" (CM), being the common north corner of said 0.11 acre tract and lying in said 1,833.6 acre tract south line bears N 32° 22' 12" W, a distance of 179.90 feet;

THENCE along the north R.O.W. of said FM 1860 and said tangent curve to the right in a northwesterly direction, an arc distance of 263.72 feet, to the POINT OF BEGINNING and the southwest corner hereof, lying in the south line of said 1,833.6 acre tract at a point of continuation of said curving north R.O.W. line, having a central angle of 00° 54' 09" and having a chord bearing of N 53° 41' 40" W, a chord distance of 21.78 feet;

THENCE continuing along said common line and said tangent curve to the right in a northwesterly direction, an arc distance of 21.78 feet, to a point for the northwest corner hereof, from which, a 60D nail found lying in said common line bears an additional arc distance of 71.33 feet;

THENCE leaving said common line, over and across said 1,833.6 acre tract, the following five (5) courses and distances:

- 1) N 59° 37' 01" E, a distance of 236.64 feet, to a point for corner;
- 2) S 65° 22' 52" E, a distance of 31.52 feet, to a point for the northeast corner hereof, lying in the west line of a 4.0739 acre tract proposed by separate instrument;
- 3) S 24° 37' 08" W, along the west line of said proposed 4.0739 acre tract a distance of 20.00 feet, to a 5/8 inch iron rod set and stamped "STV" for the southeast corner hereof, being the southwest corner of said 4.0739 acres;
- 4) N 65° 22' 52" W, leaving said proposed tract, a distance of 21.11 feet, to a point for corner;
- 5) S 59° 37' 01" W, a distance of 217.61 feet, to the POINT OF BEGINNING and containing 0.1164 acres of land, more or less.

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983. Areas and distances are in grid coordinates and US Survey Feet.

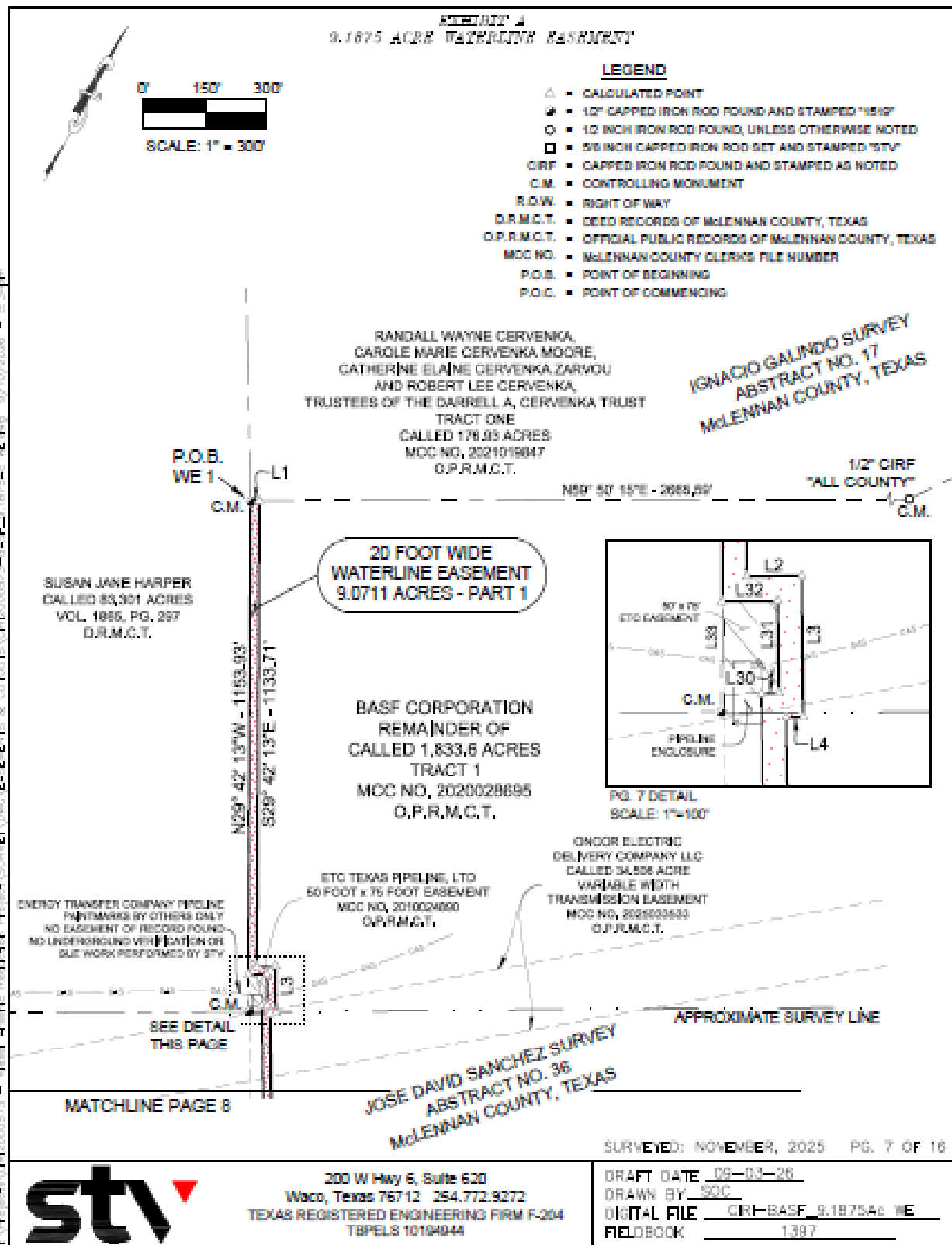


Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494

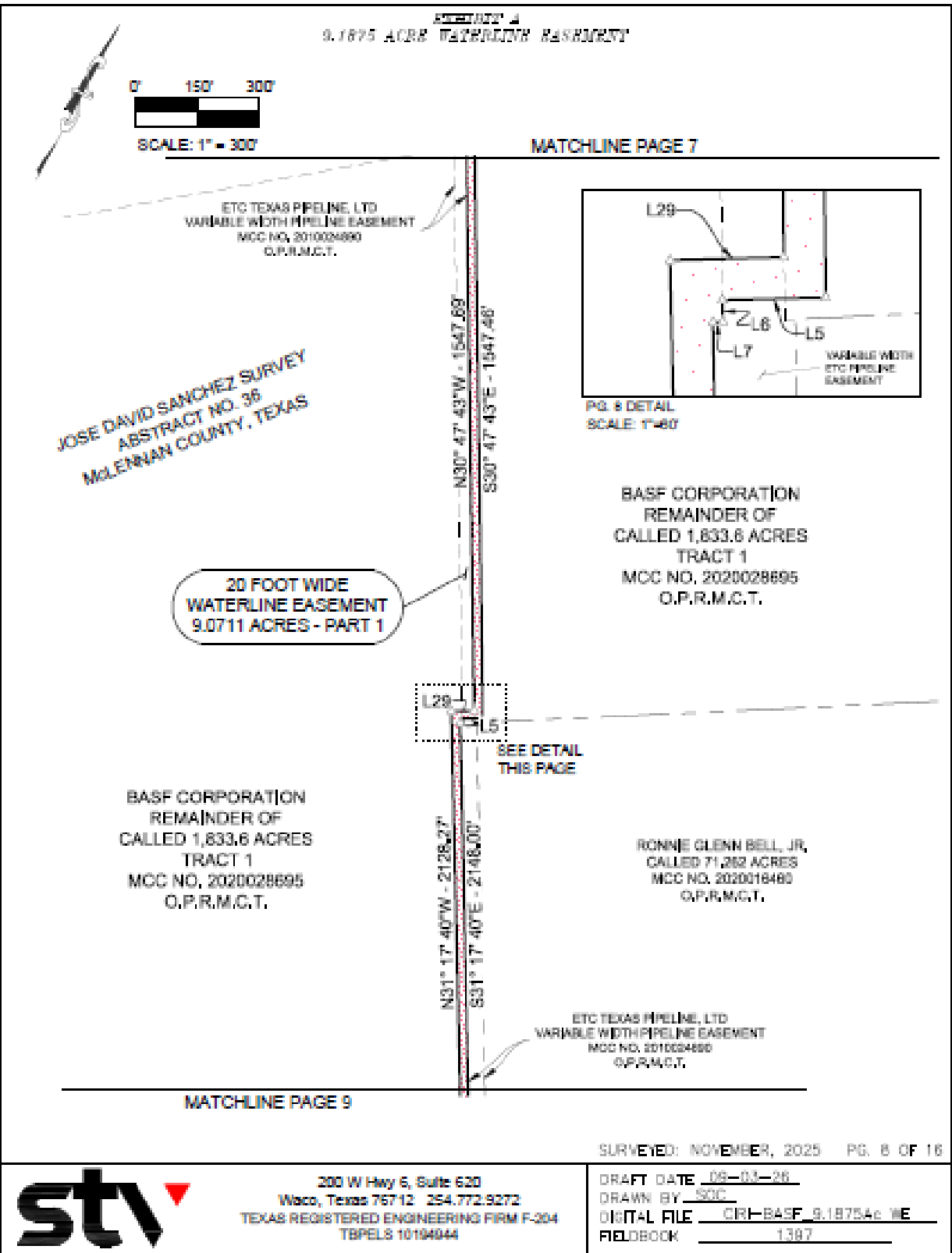


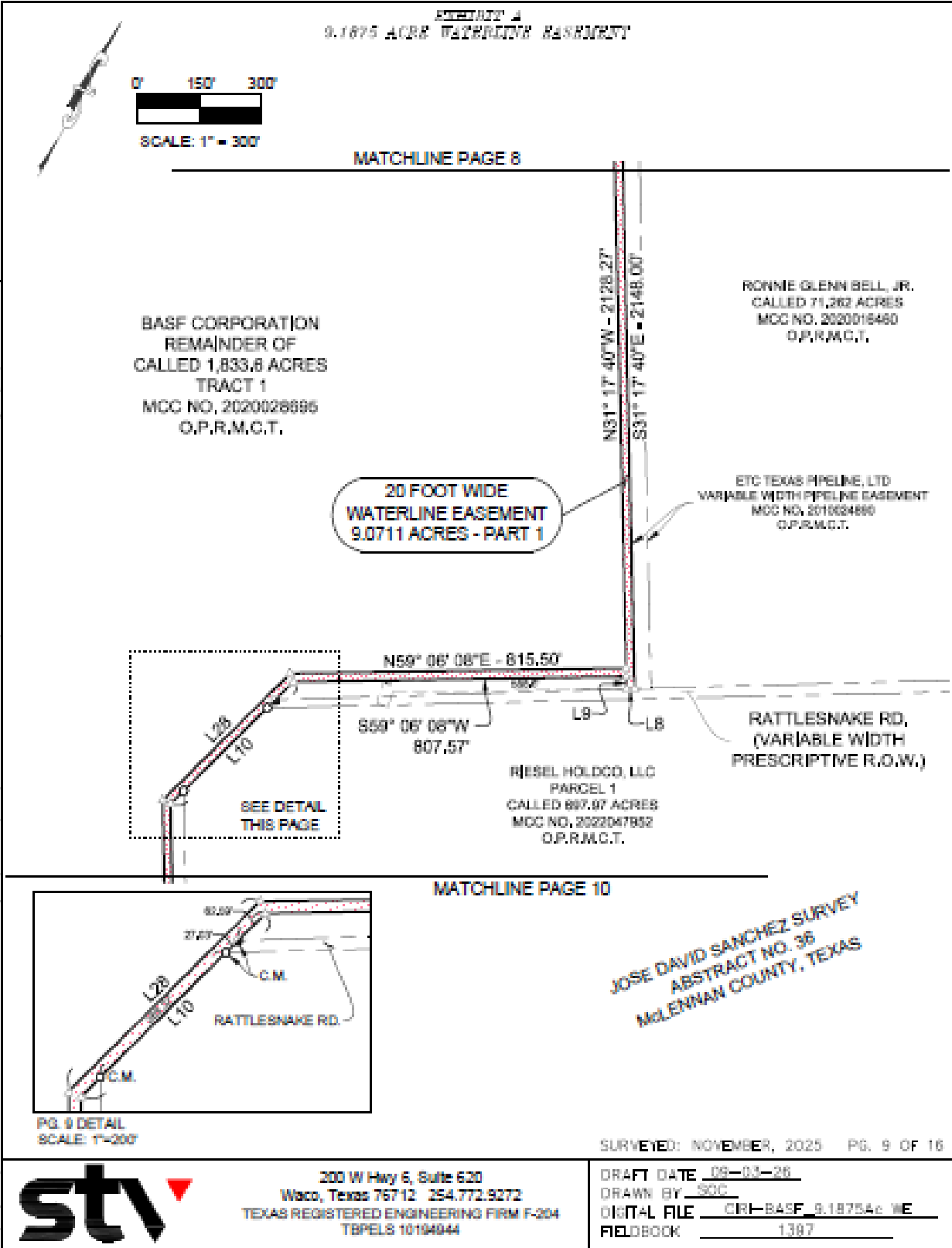
Date: September 10, 2026

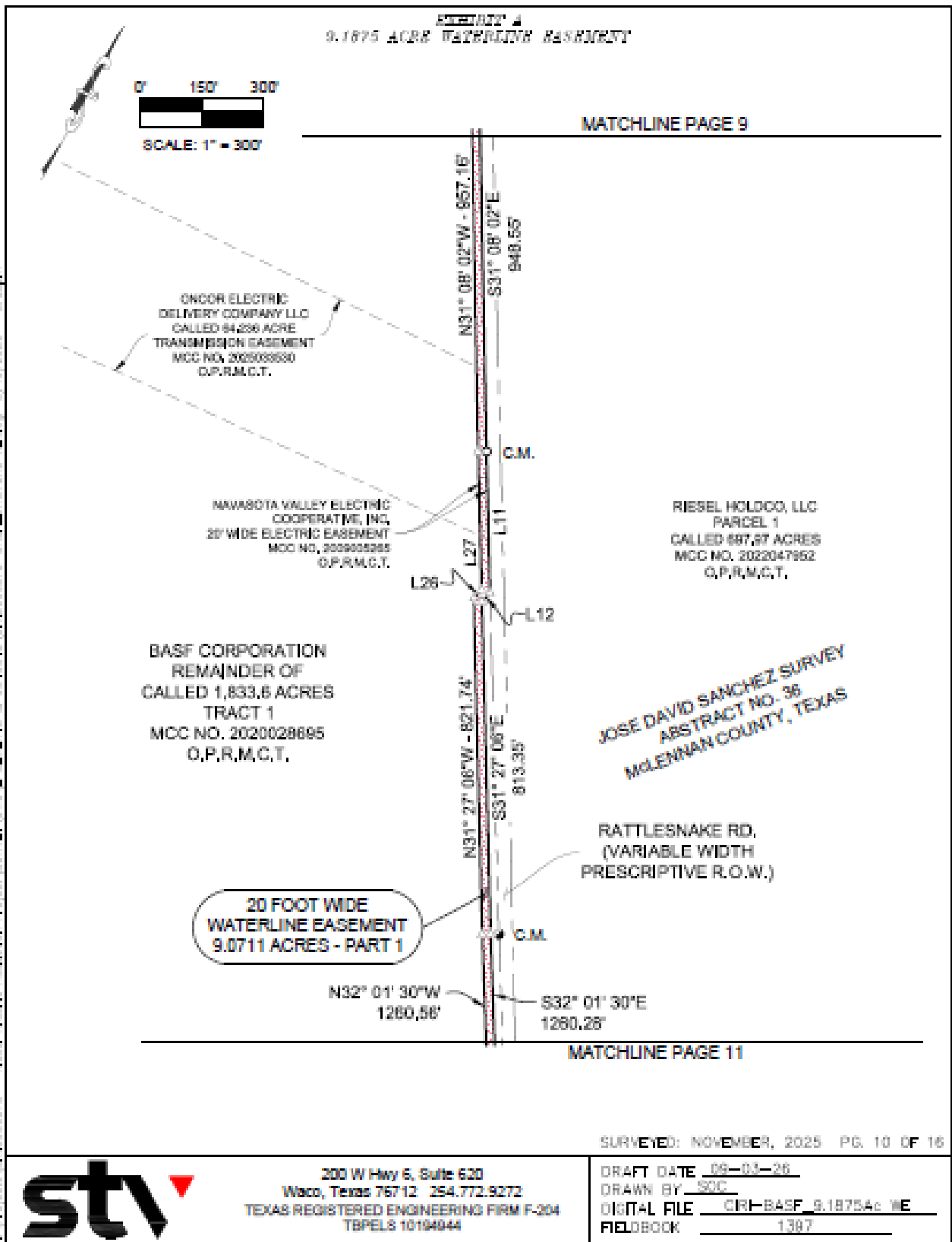
200 W Hwy 6, Suite 620
Waco, TX 76712
254.772.9272
TBPELS 10104944
abvinc.com

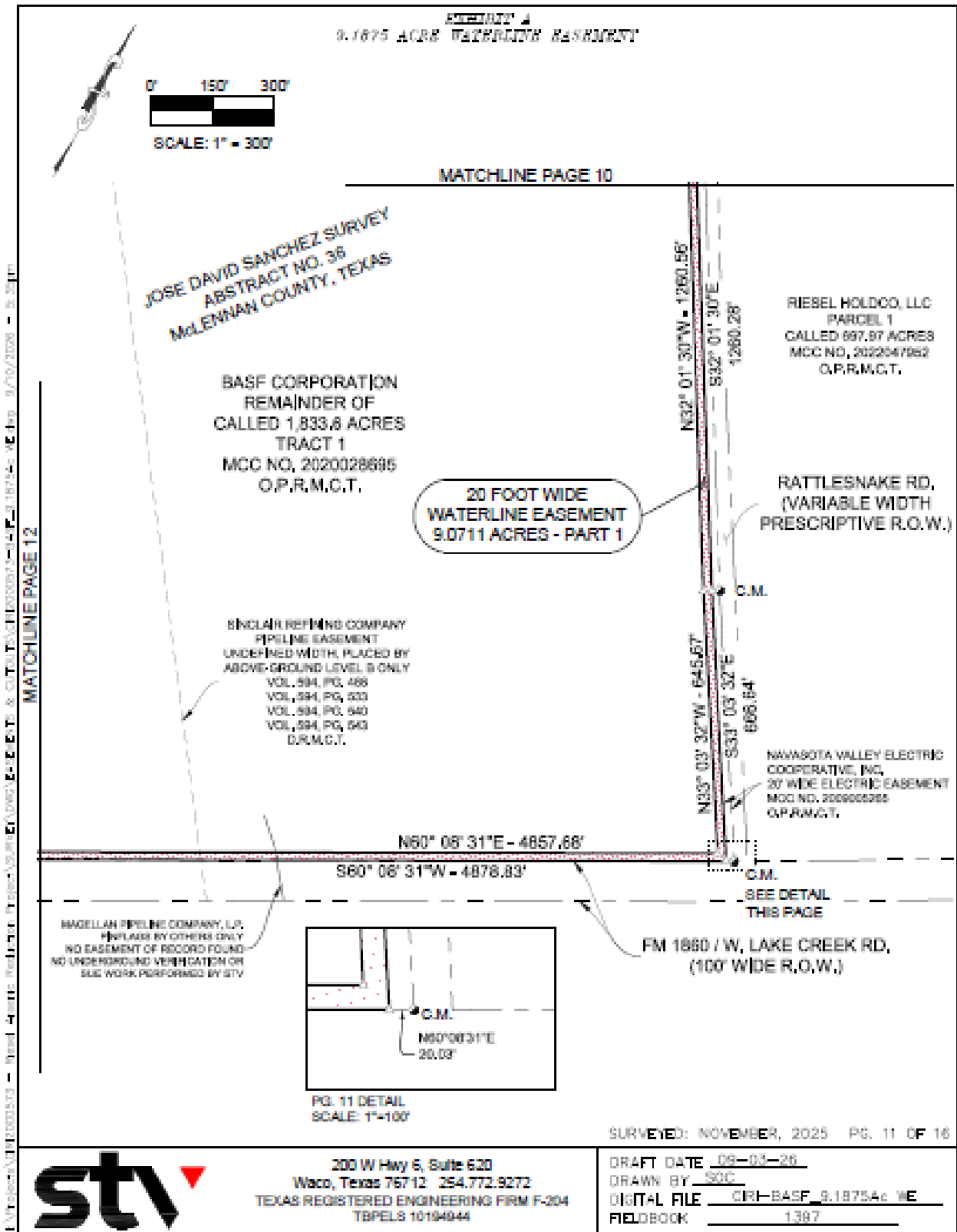


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20 FOOT WIDE
WATERLINE EASEMENT
9.0711 ACRES - PART 1

	N60° 08' 31"E - 4657.68'
FM 1880 / W. LAKE CREEK RD. (100' WIDE R.O.W.)	S60° 08' 31"W - 4678.63'

JOSE DAVID SANCHEZ SURVEY
ABSTRACT NO. 36
McLENNAN COUNTY, TEXAS

SURVEYED: NOVEMBER, 2025 PG. 12 OF 16



200 W Hwy 6, Suite 620
Waco, Texas 76712 254.772.9272
TEXAS REGISTERED ENGINEERING FIRM F-204
TBPELS 10194044

DRAFT DATE 06-03-26
DRAWN BY SDC
DIGITAL FILE CIR-BASF_9.18754c WE
FIELDBOOK 1387

MATCHLINE PAGE 14

MATCHLINE PAGE 12

Survey map showing the intersection of Kattner Rd. (Variable Width R.O.W.) and FM 1860 / W. Lake Creek Rd. (100' Wide R.O.W.).

Key features and bearings:

- North line: $N81^{\circ} 28' 07'' E$, 649.02'
- East line: $N60^{\circ} 08' 31'' E$ - 4857.68'
- South line: $S60^{\circ} 08' 31'' W$ - 4878.83'
- West line: $S37^{\circ} 37' 04'' W$, 1575.78'

Other labels include L23, L24, L25, L13, L14, L15, C.M., C1, C4, and a note: BASF CORPORATION CALLED 1.128 ACRES MCC NO. 2021051855 O.P.R.M.C.T.

JOSE DAVID SANCHEZ SURVEY
ABSTRACT NO. 36
MCLENNAN COUNTY, TEXAS

	200 W Hwy 6, Suite 620 Waco, Texas 76712 254.772.9272 TEXAS REGISTERED ENGINEERING FIRM F-204 TBPELS 10194944	DRAFT DATE <u>08-03-26</u> DRAWN BY <u>SSC</u> DIGITAL FILE <u>CR1-B45F_9.18754e ME</u> FIELDBOOK <u>1387</u>
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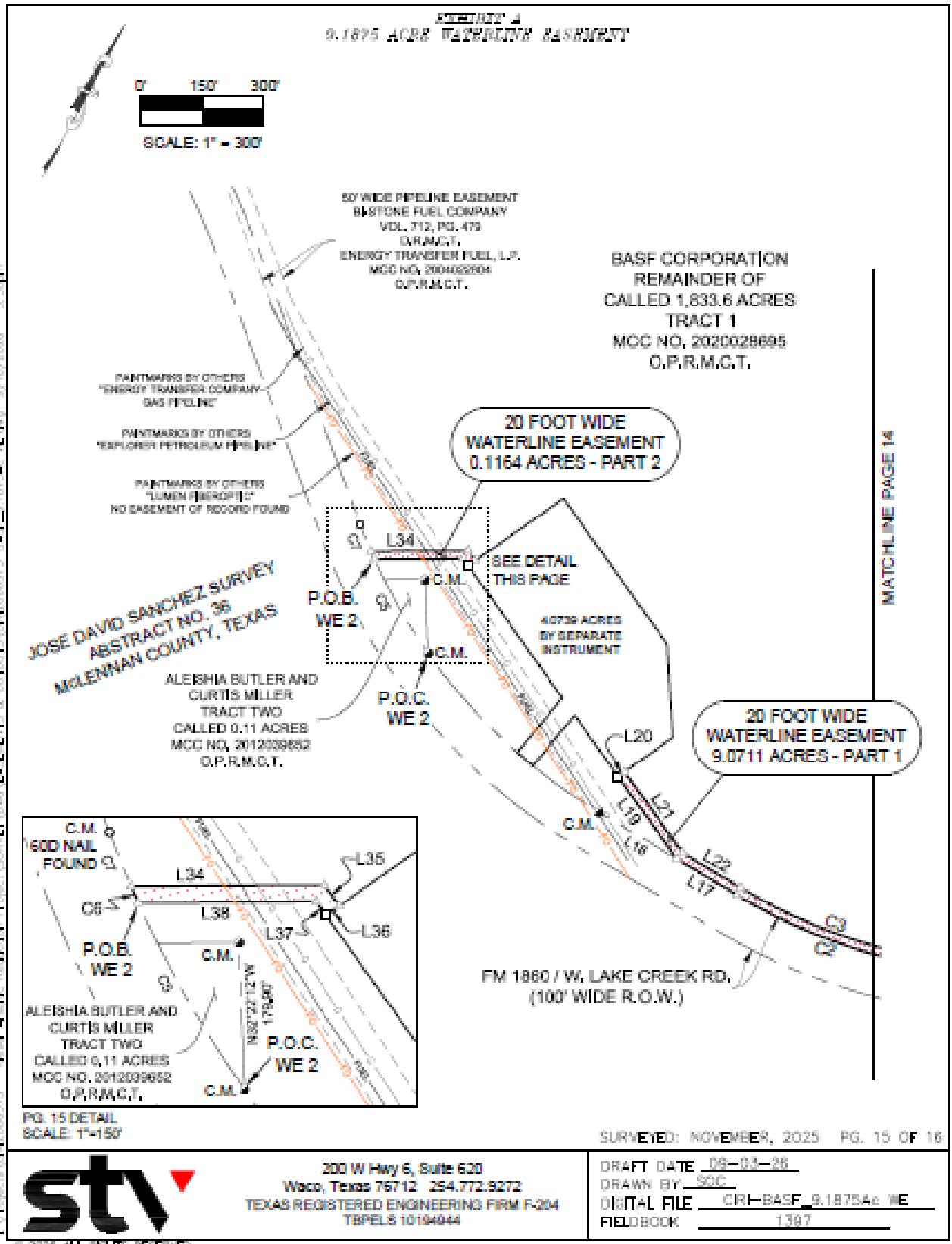


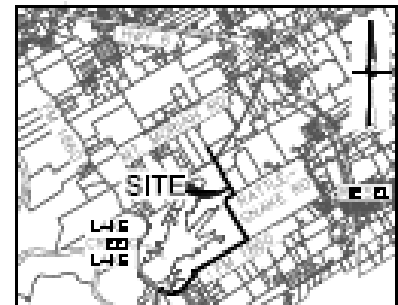
EXHIBIT A
9.1875 ACRE WATERLINE easement

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 88°50'15" E	20.00'
L2	N 50°12'17" E	44.80'
L3	S 30°47'43" E	115.00'
L4	S 50°12'17" W	14.15'
L5	S 50°32'47" W	50.00'
L6	S 30°47'43" E	10.48'
L7	S 57°12'31" W	5.00'
L8	S 50°13'52" W	20.00'
L9	N 31°17'40" W	30.44'
L10	S 15°11'47" W	419.91'
L11	S 31°27'06" E	346.75'
L12	S 13°32'54" W	28.28'
L13	S 61°28'50" W	640.95'
L14	S 50°13'16" W	43.83'
L15	S 60°32'54" W	96.33'
L16	S 25°30'38" E	287.60'
L17	N 58°57'40" W	171.91'
L18	N 58°57'40" W	223.85'
L19	N 65°32'52" W	247.79'
L20	N 24°37'06" E	20.00'
L21	S 65°22'52" E	243.62'
L22	S 58°57'40" E	157.74'
L23	N 25°30'38" W	254.25'
L24	N 60°32'54" E	114.78'
L25	N 50°13'16" E	44.02'
L26	N 13°32'54" E	28.28'
L27	N 31°27'06" W	338.52'
L28	N 15°11'47" E	406.53'
L29	N 50°34'33" E	55.27'
L30	N 50°12'17" E	14.15'
L31	N 30°47'43" W	75.00'
L32	S 50°12'17" W	45.89'
L33	S 29°42'13" E	89.38'
L34	N 50°37'01" E	256.64'
L35	S 65°22'52" E	31.52'
L36	S 24°37'06" W	20.00'
L37	N 65°32'52" W	21.11'
L38	S 50°37'01" W	217.61'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C1	6°17'58"	1482.38'	162.87'	S 57°50'00" W	162.89'
C2	63°27'00"	1362.38'	1289.60'	S 64°20'34" W	1243.35'
C3	53°27'00"	1362.38'	1270.84'	N 64°20'34" E	1235.35'
C4	6°14'53"	1502.38'	163.83'	N 57°01'37" E	163.79'
C5	10°55'50"	1362.38'	263.72'	N 50°38'40" W	263.32'
C6	0°54'00"	1362.38'	21.78'	N 53°41'40" W	21.78'
C7	2°57'24"	1362.38'	71.33'	N 51°48'54" W	71.33'

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.
- 6) ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS NOR PERFORMED BY STV. THERE MAY BE ADDITIONAL UTILITIES THAT STV HAS NOT BEEN ADVISED OF.
- 7) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS (DEFINED OR UNDEFINED) AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT THAT THAT STV HAS NOT BEEN ADVISED OF.
- 8) PLANTMARKS ARE IN RESPONSE TO B11 TICKET NOS. 25795003549, 25795009385, 25795067061 AND 2579597384, EFFECTIVE DATE OF OCT. 21, 2025, AND TICKET NOS. 25796008373, 25796008078, 25796009072, EFFECTIVE DATE OF OCT. 23, 2025. NO UNDERGROUND UTILITY LOCATION WORK PERFORMED BY STV.



LOCATION MAP
NOT TO SCALE



Brian Kidd

BRIAN K. KIDD
TEXAS RPLS NO. 6494
DATE: SEPTEMBER 10, 2025

SURVEYED: NOVEMBER, 2025 PG. 16 OF 16



200 W Hwy 6, Suite 620
Waco, Texas 76712 254.772.9272
TEXAS REGISTERED ENGINEERING FIRM F-204
TBPELS 10194944

DRAFT DATE 09-03-26
DRAWN BY SGC
DIGITAL FILE CR1-BASF_9.1875Ac WE
FIELDBOOK 1397



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TSPELS 10194944
stvinc.com

**METES AND BOUNDS DESCRIPTION
0.133 ACRE 20 FOOT WIDE WATERLINE EASEMENT**

BEING A 0.133 ACRE 20 FOOT WIDE WATERLINE EASEMENT SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 0.133 ACRE 20 FOOT WIDE WATERLINE EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2 inch iron rod with plastic cap stamped "1519" (control monument) in the common line between said 34.835 acre tract of land and the south right of way line of F.M. 1860, being a 100 foot Right of Way (R.O.W.), being the northeast corner of the said 34.835 acre tract of land, the northwest corner of a called 29.419 acre tract of land, described as Parcel Ten, in a deed to DRR Main, LLC of record in MCC No. 2018041134 of the said O.P.R.M.C.T., and the northeast corner of the herein described easement;

THENCE (L1) **S 31° 23' 59" W** along the common line of the said 34.835 and the said 29.419 acre tracts, a distance of **20.21 feet** to a point being the southeast corner of the herein described easement;

THENCE departing said common line, over and across said 34.835 acre tract of land the following three (3) courses and distances;

1. (L2) **N 50° 18' 18" W**, a distance of **183.86 feet** to a point at the beginning of a curve being a corner in the south line of the herein described easement;
2. Following a curve to the left, (C1), an arc distance of **106.09 feet**, having a radius of **2794.79 feet**, a delta angle of **2° 10' 30"**, a chord bearing of **N 51° 36' 54" W**, a chord distance of **106.08 feet** to a point being southwest corner of the herein described easement;
3. (L3) **N 38° 50' 03" E**, a distance of **20.01 feet**, to a point in a curve, and being in the said common line of the said 34.835 acre tract of land and F.M. 1860, being the northwest corner of the herein described easement;

THENCE following the common line of said 34.835 acre tract of land and F.M. 1860 the following two (2) courses and distances;

1. Following a curve to the right (C2), an arc distance of **106.35 feet**, having a radius of **2814.79 feet**, a delta angle of **2° 09' 53"**, a chord bearing of **S 51° 36' 33" E**, a chord distance of **106.34 feet** to a found 1/2 inch iron rod being a corner on the north line of the herein described easement;

2. (L4) S 50° 18' 18" E, a distance of 180.99 feet to the POINT OF BEGINNING and containing 0.133 acre of land more or less.

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

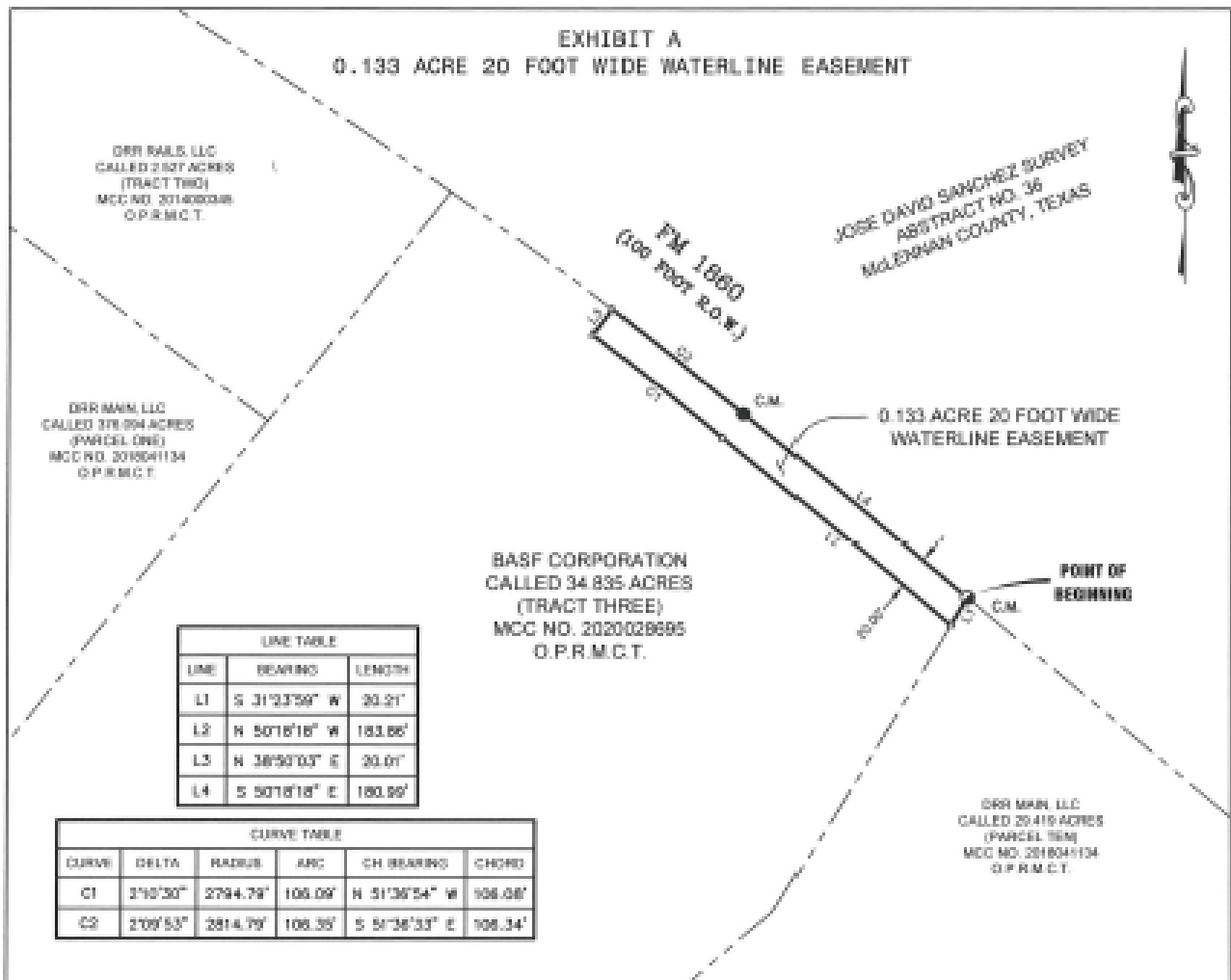
Brian Kidd



Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494

Date : September 10, 2026

EXHIBIT A
0.133 ACRE 20 FOOT WIDE WATERLINE EASEMENT

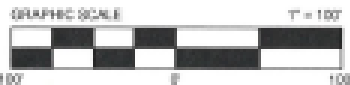


LEGEND

- = 1/2 INCH IRON ROD FOUND
- ⊙ = 1/2 INCH IRON ROD FOUND WITH PLASTIC CAP STAMPED "1519"
- A = CALCULATED POINT
- C.M. = CONTROLLING MONUMENT
- R.O.W. = RIGHT OF WAY
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEODESIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4303) NAD83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.



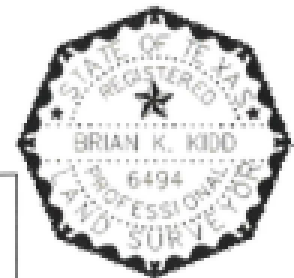
200 West Highway 6, Suite 620,
Waco, Texas 76710
254.772.9272 - TBPELS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground, November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

Brian K. Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6494



SHEET 3 OF 3

WORK ORDER: CIR2000573 DIGITAL FILE: 0.133 AC WL EASEMENT FIELDBOOK #: 1397 DRAWN BY: TAB

EMBANKMENT EASEMENT

Grantor: BASF Corporation (hereinafter “Grantor”).

Grantor’s Mailing Address: 602 Copper Road, Freeport, TX 77541

Grantee: City of Riesel, Texas, a municipal corporation (hereinafter “Grantee”)

Grantee's Mailing Address: P.O. Box 249, Riesel, McLennan County, Texas 76682

WHEREAS, a water well is to be built by Grantee on the Grantor’s property as shown on Exhibit “A” attached hereto;

WHEREAS, the well must be raised above the level of the floodplain;

WHEREAS, to do this will result in raised area surrounding the well, that slopes away from the well onto Grantor’s other property; and

WHEREAS, the Grantee seeks an embankment easement for the sloped areas, and Grantor is willing to grant such an easement.

Embankment Property: The embankment is shown on Exhibit “A” attached hereto.

Consideration: Ten (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Grant: Grantor hereby GRANTS, SELLS, and CONVEYS an embankment easement to Grantee on the property set forth in Exhibit “A” attached hereto.

Term: This easement shall be effective for the term of the lease of the well property.

[SIGNATURE PAGE FOLLOWS]

BY: _____

ITS: _____

[illegible]

This instrument was acknowledged before me on the ____ day of _____, 2026,
by _____ who attested that he/she executed this instrument for the
purposes and consideration stated therein in his/her capacity as _____
of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

NOTARY PUBLIC, STATE OF _____

Michael W. Dixon
HALEY & OLSON, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712

EXHIBIT A



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 0.273 ACRE EMBANKMENT EASEMENT

BEING A 0.273 ACRE EMBANKMENT EASEMENT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS. ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND, DESCRIBED AS TRACT THREE, IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 0.273 ACRE EMBANKMENT EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a found 3/8 inch iron rod for reference (control monument) at a common corner on the west line of said 34.835 acre tract of land and the east line of a called 376.094 acre tract of land, described as Parcel One, in a deed to DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T.;

THENCE N 35° 58' 01" E over and across the said 34.835 acre tract of land, a distance of 490.68 feet to a point marking the south corner and the **POINT OF BEGINNING** of the herein described easement;

THENCE continuing over and across the said 34.835 acre tract of land the following eight (8) courses and distances;

1. (L1) **N 26° 56' 15" W**, a distance of **128.56 feet** to a point marking the west corner of the herein described easement;
2. (L2) **N 60° 01' 31" E**, a distance of **30.04 feet** to a point marking a corner of the herein described easement;
3. (L3) **S 26° 56' 15" E**, a distance of **100.15 feet** to a set 5/8 inch iron rod with plastic cap stamped "STV" (STV iron rod) marking a corner of the herein described easement;
4. (L4) **N 63° 03' 45" E**, a distance of **125.00 feet** to a set STV iron rod marking a corner of the herein described easement;
5. (L5) **N 26° 56' 15" W**, a distance of **110.25 feet** to a point marking a corner of the herein described easement
6. (L6) **N 56° 14' 49" E**, a distance of **30.21 feet** to a point marking the north corner of the herein described easement from which a found 1/2 inch iron rod for reference (control monument) being a common corner of the said 34.835 acre tract of land and said 376.094 acre tract of land bears N 51° 57' 56" E, a distance of 338.19 feet;
7. (L7) **S 26° 56' 15" E**, a distance of **143.83 feet** to a point marking the east corner of the herein described easement;

8. (L8) **S 63° 03' 45" W**, a distance of **185.00 feet** to the **POINT OF BEGINNING** of the herein described easement and containing 0.273 acre more or less;

The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

Brian Kidd

Brian K. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494

Date : September 10, 2026



stv

EXHIBIT A 0.273 ACRE EMBANKMENT EASEMENT

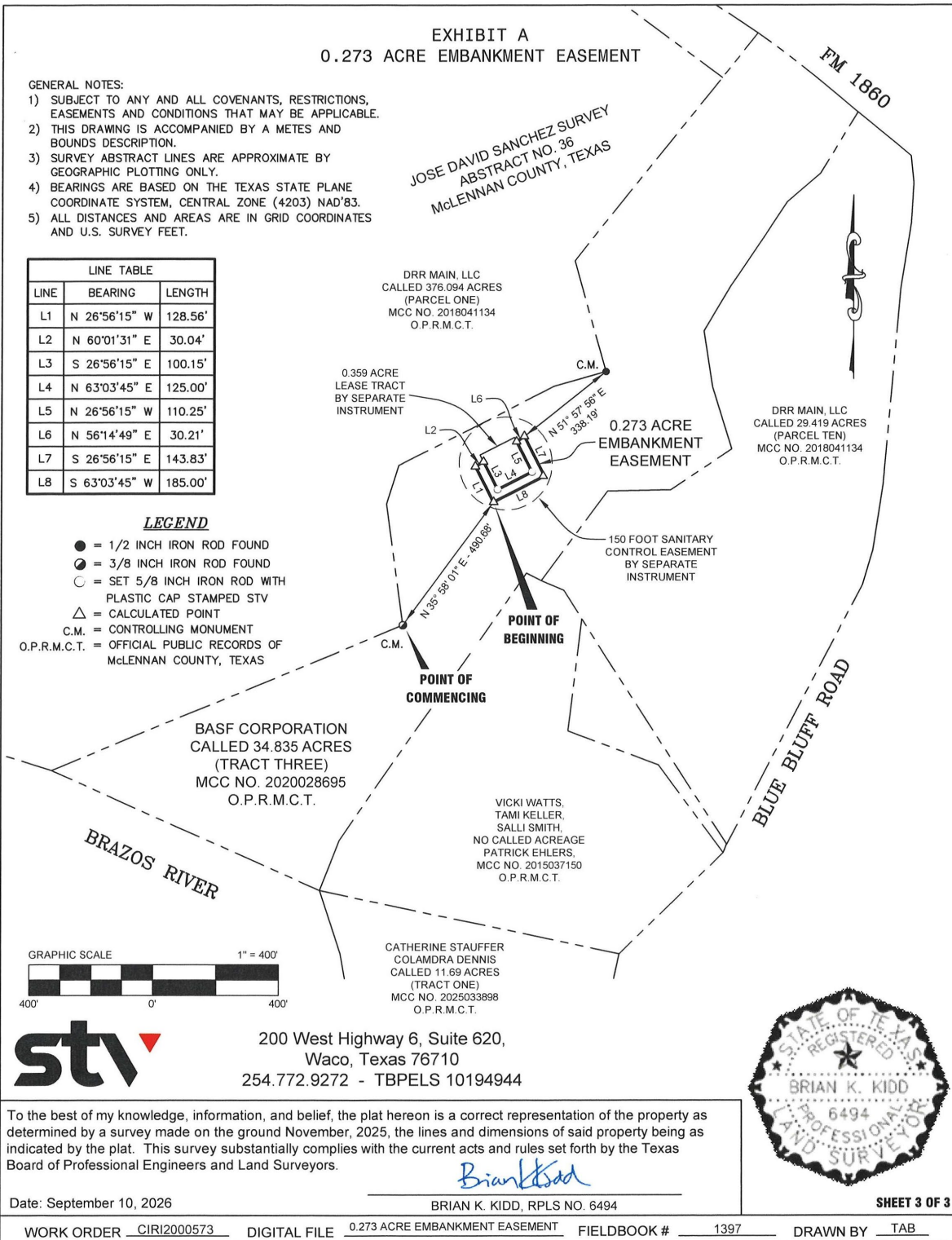
GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD'83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 26°56'15" W	128.56'
L2	N 60°01'31" E	30.04'
L3	S 26°56'15" E	100.15'
L4	N 63°03'45" E	125.00'
L5	N 26°56'15" W	110.25'
L6	N 56°14'49" E	30.21'
L7	S 26°56'15" E	143.83'
L8	S 63°03'45" W	185.00'

LEGEND

- = 1/2 INCH IRON ROD FOUND
- ◐ = 3/8 INCH IRON ROD FOUND
- = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED STV
- △ = CALCULATED POINT
- C.M. = CONTROLLING MONUMENT
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS



I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUTS\CIRI2000573-BASF EMBANKMENT EASEMENT 1.dwg

EMBANKMENT EASEMENT

Grantor: BASF Corporation (hereinafter “Grantor”).

Grantor’s Mailing Address: 602 Copper Road, Freeport, TX 77541

Grantee: City of Riesel, Texas, a municipal corporation (hereinafter “Grantee”)

Grantee's Mailing Address: P.O. Box 249, Riesel, McLennan County, Texas 76682

WHEREAS, a water well is to be built by Grantee on the Grantor’s property as shown on Exhibit “A” attached hereto;

WHEREAS, the well must be raised above the level of the floodplain;

WHEREAS, to do this will result in raised area surrounding the well, that slopes away from the well onto Grantor’s other property; and

WHEREAS, the Grantee seeks an embankment easement for the sloped areas, and Grantor is willing to grant such an easement.

Embankment Property: The embankment is shown on Exhibit “A” attached hereto.

Consideration: Ten (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Grant: Grantor hereby GRANTS, SELLS, and CONVEYS an embankment easement to Grantee on the property set forth in Exhibit “A” attached hereto.

Term: This easement shall be effective for the term of the lease of the well property.

[SIGNATURE PAGE FOLLOWS]

BY: _____

ITS: _____

THE STATE OF TEXAS

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by _____ who attested that he/she executed this instrument for the
purposes and consideration stated therein in his/her capacity as _____
of BASF Corporation and is authorized to bind BASF Corporation by his/her signature.

Michael W. Dixon
HALEY & OLSON, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712

Michael W. Dixon
HALEY & OLSON, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712

EXHIBIT A



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPELS 10194944
stvinc.com

METES AND BOUNDS DESCRIPTION 1.383 ACRE EMBANKMENT EASEMENT

BEING A 1.383 ACRE EMBANKMENT EASEMENT, SITUATED IN THE JOSE DAVID SANCHEZ SURVEY, ABSTRACT NO. 36, McLENNAN COUNTY, TEXAS, ALSO BEING A PART OF A CALLED 34.835 ACRE TRACT OF LAND DESCRIBED AS TRACT THREE IN A DEED TO BASF CORPORATION OF RECORD IN McLENNAN COUNTY CLERK'S NUMBER (MCC NO.) 2020028695 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.) SAID 1.383 ACRE EMBANKMENT EASEMENT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found, Controlling Monument (CM), being the common southwest corner of said 34.835 acre tract and the southeast corner of a called 376.094 acre tract of land described as Parcel One in a deed to DRR Main, LLC of record in MCC No. 2018041134 of said O.P.R.M.C.T.;

THENCE N 67° 30' 06" E, along the common west line of said 34.835 acre tract and the east line of said 376.094 acre tract, a distance of 997.64 feet, to the northwest corner and **POINT OF BEGINNING** of the herein described easement;

THENCE (L1) N 67° 30' 06" E, continuing along said common line, a distance of **97.50 feet**, to a point for corner, from which, a 3/8 inch iron rod found, being a common corner of said 34.835 acre and 376.094 acre tracts, bears (L2) N 67° 30' 06" E, a distance of 130.09 feet;

THENCE departing said common line, over and across said 34.835 acre tract, the following thirteen (13) courses and distances:

- 1) (L3) **S 81° 51' 53" E**, a distance of **53.89 feet**, to a point for corner at the beginning of a non-tangent curve to the left, and corner of the herein described easement;
- 2) (C1) Along said non-tangent curve to the left, in a southwesterly direction, an arc distance of **80.04 feet**, having a central angle of **36° 41' 16"**, a radius of **125.00 feet**, and having a chord bearing **S 32° 09' 13" W**, a chord distance of **78.68 feet** to a point for corner of the herein described easement, lying in the north line of a 0.359 acre Lease Tract (LST) proposed by separate instrument;
- 3) (L4) **N 81° 55' 13" W**, a distance of **33.31 feet**, to a 5/8 inch capped iron rod set and stamped "STV" for corner of the herein described easement, also being the northwest corner of said LST;
- 4) (L5) **S 08° 04' 47" W**, a distance of **125.00 feet**, to a 5/8 inch capped iron rod set and stamped "STV" for corner of the herein described easement, also being the southwest corner of said LST;

- 5) (L6) **S 81° 55' 13" E**, a distance of **125.00 feet**, to a 5/8 inch capped iron rod set and stamped "STV" for corner of the herein described easement, also being the southeast corner of said LST;
- 6) (L7) **N 08° 04' 47" E**, a distance of **125.00 feet**, to a 5/8 inch capped iron rod set and stamped "STV" for corner of the herein described easement, also being the northeast corner of said LST;
- 7) (L8) **S 81° 55' 13" E**, leaving said proposed Lease Tract, a distance of **11.02 feet**, to a point for corner;
- 8) (L9) **N 50° 35' 25" E**, a distance of **97.27 feet**, to a point for corner of the herein described easement;
- 9) (L10) **S 81° 51' 53" E**, a distance of **35.97 feet**, to a point for corner of the herein described easement;
- 10) (L11) **S 08° 08' 07" W**, a distance of **156.82 feet**, to a point for corner of the herein described easement;
- 11) (L12) **S 39° 00' 26" W**, a distance of **166.81 feet**, to a point for corner of the herein described easement;
- 12) (L13) **N 81° 51' 53" W**, a distance of **224.40 feet**, to a point for corner of the herein described easement;
- 13) **N 08° 06' 47" E**, a distance of **250.32 feet**, to the **POINT OF BEGINNING** and containing 1.383 acres, more or less.

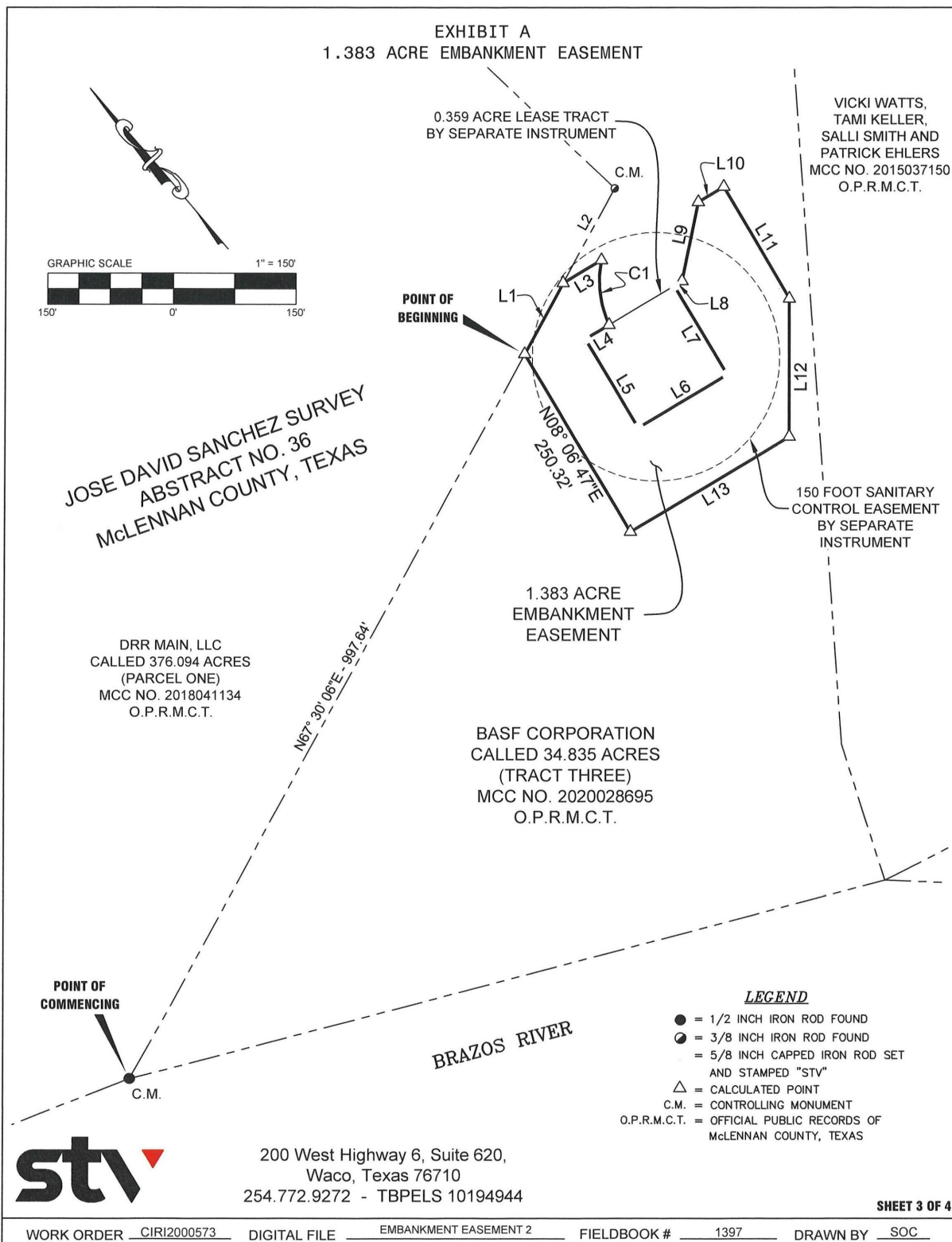
The bearings shown hereon are based on GPS observations, and the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983.

Brian K Kidd

Brian k. Kidd
Registered Professional Land Surveyor
Texas Registration Number 6494

Date: September 10, 2026





I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUTS\CIRI2000573-BASF EMBANKMENT EASEMENT 2.dwg

EXHIBIT A
1.383 ACRE EMBANKMENT EASEMENT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°30'06"E	97.50'
L2	N67°30'06"E	130.09'
L3	S81°51'53"E	53.89'
L4	N81°55'13"W	33.31'
L5	S8°04'47"W	125.00'
L6	S81°55'13"E	125.00'
L7	N8°04'47"E	125.00'
L8	S81°55'13"E	11.02'
L9	N50°35'25"E	97.27'
L10	S81°51'53"E	35.97'
L11	S8°08'07"W	156.82'
L12	S39°00'26"W	166.81'
L13	N81°51'53"W	224.40'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	36°41'16"	125.00'	80.04'	S32°09'13"W	78.68'

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 3) SURVEY ABSTRACT LINES ARE APPROXIMATE BY GEOGRAPHIC PLOTTING ONLY.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD'83.
- 5) ALL DISTANCES AND AREAS ARE IN GRID COORDINATES AND U.S. SURVEY FEET.



200 West Highway 6, Suite 620,
Waco, Texas 76710
254.772.9272 - TBPELS 10194944

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground November, 2025, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current acts and rules set forth by the Texas Board of Professional Engineers and Land Surveyors.

Brian K. Kidd

Date: September 10, 2026

BRIAN K. KIDD, RPLS NO. 6494



SHEET 4 OF 4

WORK ORDER CIRI2000573 DIGITAL FILE EMBANKMENT EASEMENT 2 FIELDBOOK # 1397 DRAWN BY SOC

I:\Projects\CIRI2000573 - Riesel Arsenic Reduction Project\SURVEY\DWG\EASEMENTS & CUTOUTS\CIRI2000573-BASF EMBANKMENT EASEMENT 2.dwg