

**AFFIDAVIT OF LEGAL RIGHT TO PRODUCE GROUNDWATER**

(Entity Form)

**BEFORE ME**, the undersigned authority, on this day personally appeared Bradley Ely, who being duly sworn on his oath, says and deposes as follows:

"My name is Bradley Ely. I am the President (title) of Ely Family General Partner LLC as the general partner of the Ely Family Partnership LP (name of entity) (hereinafter referred to as the "Applicant"). I have been authorized by Ely Family Partnership, LP (name of entity) to give this affidavit. I am of sound mind, over eighteen (18) years of age, and have never been convicted of a felony or of a crime involving moral turpitude. My address is P.O. Box 868, Hearne, TX 77859. I have personal knowledge of the facts stated herein, and they are true and correct.

1. I am submitting to the Brazos Valley Groundwater Conservation District ("District") an application for a drilling and/or operating permit on behalf of the Applicant for a water well located at See Attached.
2. Applicant has the legal authority to produce the groundwater associated with the land surface and the permit application for the well listed in #1 above, as required by District Rule 7.1(c).
3. Exhibit A, attached hereto, is the map that identifies the water rights to be legally controlled by the Applicant under District Rule 7.1(c) for the well listed in #1 above.
4. I have provided to the District documents that prove Applicant's right to own, control, or produce the groundwater rights associated with the permit application for the well listed in #1 above, as required by District Rule 7.1(c). **See Exhibit B, attached hereto.**
5. I have provided to the District documents, if any, that fully evidence all transfer(s) of Applicant's right to own, control, or produce the groundwater rights to another person/entity that are associated with the land surface and the permit application, as required by Rule 7.1(c). And I understand that I am required to provide such transfer documents as they occur in the future.
6. I understand that a permit may be amended or revoked if the groundwater rights or right to produce, related to a permit under Rule 7.1(c), are legally transferred to another person/entity.

**FURTHER AFFIANT SAYETH NOT."**

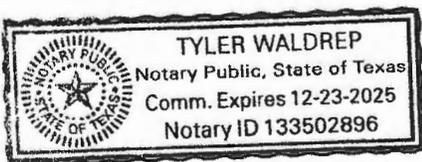
**Ely Family General Partner, LLC, general partner,  
Ely Family Partnership, LP**

Signed Bradley Ely  
**Bradley Ely, President,  
Authorized representative of Applicant**

**SWORN AND SUBSCRIBED** to before me on this the 8<sup>th</sup> day of August 2023.

(Notary Seal)

[Signature]  
**Notary Public in and for the State of Texas**  
My Commission Expires: 12.23.25



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

**SPECIAL WARRANTY DEED SEVERING THE GROUNDWATER ESTATE**

**Effective Date:** July 21, 2023

**Grantors:** Bradley Evans Ely  
Benjamin Yates Ely  
Barton Everett Ely  
Barry David Ely

**Grantors' Mailing Address:** **Attn:** Bradley Evans Ely  
PO Box 868  
Hearne, Texas 77859

Benjamin Yates Ely  
105 Sophia Lane  
College Station, Texas 77845

Barton Everett Ely  
3007 Manorwood  
Bryan, Texas 77801

Barry David Ely  
4410 Norwich Drive  
College Station, Texas 77845

**Grantee:** ELY FAMILY PARTNERSHIP L.P.

**Grantee's Mailing Address:** **Attn:** Bradley Evans Ely  
PO Box 868  
Hearne, Texas 77859

**Consideration:**

Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Property (including any improvements):**

Those certain property rights and interests associated with and belonging to the "Groundwater Estate" (defined herein) in and underlying those certain 203.29 acre tract, more or less, in Robertson County, Texas, more particularly described by

metes and bounds in Exhibit "A" to that Special Warranty Deed dated November 24, 2020, and recorded in Volume 1426 at Pages 794 *et seq* in the Official Public Records of Robertson County, Texas, including the right of Grantee to access in, on, over and across said 203.29 acre parcel for the purposes of exploring for, drilling and developing the Groundwater Estate and, thereafter, producing, treating, transporting and/or storing the groundwater in, on and under said 203.29 acres.

**Definition of Groundwater Estate:**

As used in this Special Warranty Deed Severing the Groundwater Estate, the term "Groundwater Estate" shall mean all legal right and title to the ownership of all water percolating beneath the surface of the real property defined herein containing 203.29 acres more particularly described by metes and bounds in that certain Special Warranty Deed dated November 24, 2020, and recorded in Volume 1426 at Pages 794 *et seq* in the Official Public Records of Robertson County, Texas, now and in the future, including all appurtenant rights to explore, drill for, develop and produce said groundwater from the Groundwater Estate, which rights include access to, on, over and across said surface estate together with the right to occupy and use as much of the surface of said Tract 1 and Tract 6 as may reasonably be necessary for such purposes.

**Notice of Groundwater District and other regulatory authority:**

Grantee expressly acknowledges that the rights (i) of subsurface access to the Property for drilling, exploring, operating, developing, producing the groundwater and/or drainage for the purpose of removing groundwater from the Property, and (ii) of surface access and use in, on and over the real property defined as 203.29 acres more particularly described by metes and bounds in that certain Special Warranty Deed dated November 24, 2020, and recorded in Volume 1426 at Pages 794 *et seq* in the Official Public Records of Robertson County, Texas, including use in dedicated Rights of Way and/or platted or recorded utility easements for the limited purposes to construct, own, operate and maintain groundwater wells, pump units, storage and treatment facilities, and pipelines to transport groundwater produced from Grantee's development activities on the Property, (a) is without warranty, guarantee or other representation as to the quantity or quality of the Groundwater that may be available or produced from the Property, and (b) is subject to any and all applicable statutes, regulations and rules, including those of the Brazos Valley Groundwater Conservation District.

**RESERVATIONS FROM CONVEYANCE: SAVE AND EXCEPT, HOWEVER, and there is hereby RESERVED unto Grantor, its successors and assigns the following:**

(a) Title to the Surface Estate of the 203.29 acre tract, more or less, in Robertson County, Texas, more particularly described by metes and bounds in Exhibit "A" to that Special Warranty Deed dated November 24, 2020, and recorded in Volume 1426 at Pages 794 *et seq* in the Official Public Records of Robertson County, Texas, together with all oil, gas and other minerals in, on, over and across said real property (the "Mineral Estate"); **and**

(b) the limited right to use groundwater producible from the Groundwater Estate for beneficial, non-wasteful purposes on the Property for the following limited purposes:

- (i) use in conjunction with the development of the Mineral Estate in, on over and under said 203.29 acre tract, more or less, in Robertson County, Texas, more particularly described by metes and bounds in Exhibit "A" to that Special Warranty Deed dated November 24, 2020, and recorded in Volume 1426 at Pages 794 *et seq* in the Official Public Records of Robertson County, Texas overlying the Groundwater Estate herein conveyed; and
- (ii) any exempt use authorized by law on the 203.29 acre tract, more or less, in Robertson County, Texas, more particularly described by metes and bounds in Exhibit "A" to that Special Warranty Deed dated November 24, 2020, and recorded in Volume 1426 at Pages 794 *et seq* in the Official Public Records of Robertson County, Texas.

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

The conveyance and warranties of title herein are expressly made subject to the following liens, assignments, exceptions, easements, restrictive covenants, conditions, and encumbrances incorporated herein for all purposes:

- (i) all matters of public record, including all matters that would be disclosed by a current, accurate review of any and all applicable governmental records, including the applicable records of the Texas Commission on Environmental Quality; **and**
- (ii) All easements, restrictions, reservations, and covenants of record, including:
  - a. Any prior reservations of oil, gas, lignite, or other minerals;
  - b. Any existing and valid oil, gas and mineral leases, or easements or rights-of-way; and
  - c. Any other existing rights or encumbrances, including leases, utilities, and pipeline easements; **and**
- (iii) All matters that a current, accurate survey of the Property would show.

**The foregoing Exceptions to the Conveyance and Warranty of the Groundwater Estate may be collectively referred to herein as the "Permitted Exceptions."**

Grantor, for the Consideration, and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Groundwater Estate, together with all and singular the rights and appurtenances thereto in any

way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor, and Grantor's heirs and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

**TAXES:** Taxes for the current year and future years will continue to be the obligation and responsibility of Grantor unless and until the Groundwater Estate is separately assessed and taxes levied on the basis of the severed Groundwater Estate, at which time, and thereafter, each separate assessment of, and taxes levied upon the Groundwater Estate shall be the sole obligation of Grantee.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

EXECUTED to be EFFECTIVE as of the Effective Date.

**GRANTORS:**

By: Bradley Evans Ely  
Bradley Evans Ely

By: Benjamin Yates Ely  
Benjamin Yates Ely

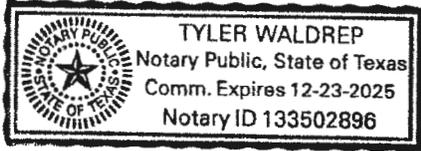
By: Barton Everett Ely  
Barton Everett Ely

By: Barry David Ely  
Barry David Ely

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF ROBERTSON       §

This instrument was sworn, subscribed to, and acknowledged before me on July \_\_, 2023 by **Bradley Evans Ely** for the purposes and considerations recited herein.



*Tyler Waldrep*  
Notary Public, State of Texas  
Tyler Waldrep  
(Name - Typed or Printed)  
Notary ID No.: 133502896  
12.23.25  
(My Commission Expires)

[NOTARY SEAL]

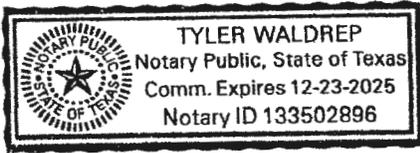
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**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
   §  
COUNTY OF ROBERTSON   §

This instrument was sworn, subscribed to, and acknowledged before me on July \_\_, 2023 by **Barton Everett Ely** for the purposes and considerations recited herein.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

Tyler Waldrep  
(Name - Typed or Printed)  
Notary ID No.: 133502896  
12-23-25  
(My Commission Expires)

[NOTARY SEAL]

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20232563 OR   1537       319

ACKNOWLEDGMENT

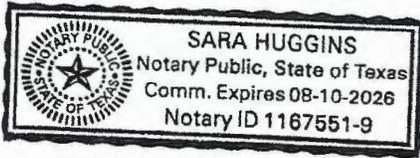
STATE OF TEXAS §  
COUNTY OF ROBERTSON §

This instrument was sworn, subscribed to, and acknowledged before me on July 11, 2023 by **Barry David Ely** for the purposes and considerations recited herein.

*Sara Huggins*  
\_\_\_\_\_  
Notary Public, State of Texas

Sara Huggins  
\_\_\_\_\_  
(Name - Typed or Printed)  
Notary ID No.: 1167551-9

8/10/2026  
\_\_\_\_\_  
(My Commission Expires)



[NOTARY SEAL]

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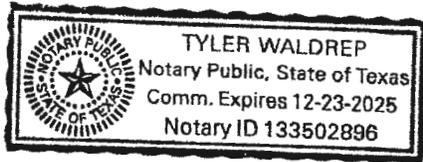
**GRANTEE:** ELY FAMILY PARTNERSHIP L.P.,  
a Texas limited partnership

By: *Bradley Evans Ely*  
Bradley Evans Ely, President

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF ROBERTSON       §

This instrument was sworn, subscribed to, and acknowledged before me on July \_\_, 2023 by Bradley Evans Ely, President of the ELY FAMILY PARTNERSHIP L.P., a Texas limited partnership, on behalf of said limited partnership for the purposes and considerations recited herein.



*Tyler Waldrep*  
Notary Public, State of Texas  
Tyler Waldrep  
(Name - Typed or Printed)  
Notary ID No.: 133502896  
12.23.25  
(My Commission Expires)

[NOTARY SEAL]

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20232563   OR                   1537                   321

**AFTER RECORDING RETURN TO:**

ELY FAMILY PARTNERSHIP L.P.  
Attn: Bradley Evans Ely  
PO Box 868  
Hearne, Texas 77859

FILED FOR RECORD IN  
Robertson County  
Stephanie M. Sanders  
COUNTY CLERK

ON: Jul 24, 2023 AT 10:23A

as  
Recordings

Document Number: 20232563  
Total Fees : 62.00

Receipt Number - 143369  
By:  
Maxine Lattimore, Deputy

STATE OF TEXAS COUNTY OF ROBERTSON

I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of Robertson County  
as stamped hereon by me.

Jul 24, 2023

Stephanie M. Sanders, County Clerk  
Robertson County

