

EXHIBIT 5

AFFADAVIT OF AGREEMENT TO PRODUCE GROUNDWATER
AND SPECIAL WARRANTY DEED WITH WATER RIGHTS

AFFIDAVIT OF LEGAL RIGHT TO PRODUCE GROUNDWATER
(Entity Form)

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

"My name is Campbell Young. I am the General Manager (title) of Wellborn Special Utility District (name of entity) (hereinafter referred to as the "Applicant"). I have been authorized by Wellborn Special Utility District (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 6784 Victoria Avenue, College Station, Texas 77845. I have personal knowledge of the facts stated herein, and they are true and correct.

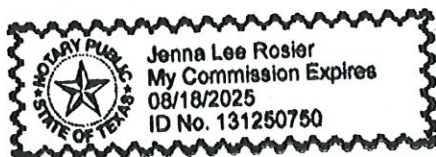
1. I am submitting to the Brazos Valley Groundwater Conservation District ("District") an application for a drilling and/or operating permit on behalf of the Applicant for a water well located at 11695 Mumford-Benchley Road
2. Applicant has the legal authority to produce the groundwater associated with 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).
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.

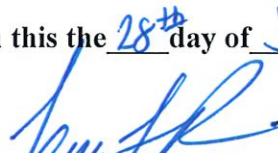
FURTHER AFFIANT SAYETH NOT."

Signed 
Authorized representative of Applicant

SWORN AND SUBSCRIBED to before me on this the 28th day of July, 2023.

(Notary Seal)




Notary Public in and for the State of Texas
My Commission Expires: 8-18-25

on and under or that may be produced from the "9.939 Acre Tract" described on Exhibit "A" attached hereto (as defined below).

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, including, without limitation, the right to develop or produce the Groundwater by drilling under the Parent Tract from well sites located on the Parent Tract, unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's 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, and subject, however, as aforesaid.

Subject only to the Permitted Exceptions and the reservation by Grantor of the Retained Water Rights in the following paragraph, Grantor further covenants and agrees that the real and personal property rights, titles, and interests in and to the Groundwater in and under the Parent Tract are hereby vested solely, exclusively and absolutely in Grantee, specifically including all rights and benefits accruing from historical production, use and usage, and any and all permits, licenses, or other valuable governmental approvals that now or hereafter pertain or accrue to such Groundwater ownership, production, and use.

PROVIDED, HOWEVER, Grantor hereby specifically retains and reserves, for Grantor and Grantor's successors and/or assigns, the right to extract water from under the remainder of the Parent Tract excluding the 9.939 Acre Tract ("*Grantor's Retained Land*"), at a depth of less than one thousand (1,000) feet below the surface of the land, solely for domestic and livestock or agricultural purposes and from not more than five (5) wells, provided (a) each such well shall not be other than a well exempt from permitting by the Brazos Valley Groundwater Conservation District as of the date of this Deed, and (b) each such well, individually and collectively, and the extraction and use of water therefrom, does not materially interfere with, limit or restrict Grantee's rights, including, Grantee's production of Groundwater from the Parent Tract, Grantee's occupation, use or operations on the 9.939 Acre Tract, and any well sites or easement areas now or hereafter existing for Grantee's benefit upon the Parent Tract ("*Retained Water Rights*"). Grantee shall have no responsibility or obligations whatsoever with respect to the drilling, maintenance or operation of any wells for the benefit or use of Grantor, or for any conditions resulting from Grantee's draw down of aquifer pressure due to Grantee's production of water. All water extracted by Grantor shall be used solely by Grantor on Grantor's Retained Land and for the foregoing purposes.

PROVIDED FURTHER, HOWEVER, there is also hereby reserved unto Grantor, Grantor's heirs and assigns, all of the oil, gas and other minerals now owned or subsequently acquired by Grantor, if any, in, on and under or that may be produced from the 9.939 Acre Tract described on Exhibit "A". However, notwithstanding the above reservation and without limiting Surface Waivers (as defined below), it is hereby specifically agreed and understood that Grantor herein does hereby GRANT and CONVEY unto Grantee all of Grantor's rights, now existing or hereafter acquired or arising, of ingress, egress and regress in, on or across the surface of the 9.939 Acre Tract for the purpose of exploring for, and mining, drilling, producing, transporting and developing the oil, gas and other minerals in, on or under the 9.939 Acre Tract and which right is hereby conveyed unto Grantee, Grantee's heirs and assigns. However, it is specifically agreed and

understood by and between Grantor and Grantee that nothing contained herein shall be construed to be a waiver, conveyance of, nor a restriction or prohibition against Grantor, Grantor's heirs and assigns, from pooling or unitizing Grantor's minerals with other lands or for the exploration for, or production of, oil, gas, liquid hydrocarbons or other minerals by means of subsurface directional drilling or mines that open or bottom on land other than the 9.939 Acre Tract, provided such mining or subsurface drilling shall not interfere with Grantee's, or Grantee's successors and assigns peaceful possession, usage, and enjoyment of (i) the surface or the subsurface or lateral support of any improvements now existing or hereinafter constructed or placed on the 9.939 Acre Tract or (ii) the Groundwater.

Notwithstanding anything to the contrary contained herein, with respect to any mineral interests relating to the Parent Tract now or hereafter owned by Grantor or their heirs, successors and assigns, Grantor, on behalf of themselves and their heirs, successors and assigns, waive the right to (and shall not grant any lessee or other party the right to) (a) construct buildings, improvements or other structures on the 9.939 Acre Tract and on the Well Sites or Sanitary Control Easement Areas described in that certain Easement Agreement dated as of the date hereof by and between Grantor and Grantee relating to the Parent Tract (the "*Easement Agreement*"), (b) conduct geological or geophysical surveys on the 9.939 Acre Tract and on the Wells Sites or Sanitary Control Easement Areas, (c) consume, deplete or destroy the surface of the land located within the 9.939 Acre Tract or the Well Sites or Sanitary Control Easement Areas, and (d) cross over or upon, occupy, or otherwise access or use any portion of the surface of the 9.939 Acre Tract or the Well Sites or Sanitary Control Easement Areas for any purpose (collectively, the "*Surface Waivers*").

Grantor, on behalf of itself and its heirs, successors and assigns, further agrees that the Grantor's Retained Land shall not be used as the site or location of the so-called "Aggie Bonfire". In the event of any violation or threatened violation of this restriction, Grantee shall have all rights available at law or in equity, including, without limitation, injunctive relief.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN AND THE REPRESENTATIONS AND WARRANTIES MADE BY GRANTOR TO GRANTEE IN THE PURCHASE AND SALE AGREEMENT PURSUANT TO WHICH THIS DEED IS DELIVERED. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON ANY REPRESENTATION, STATEMENT, OR OTHER COMMUNICATION FROM GRANTOR OR ANY AGENT OR REPRESENTATIVE OF GRANTOR IN PURCHASING THE PROPERTY.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth below, to be effective for all purposes as of the ___ day of December, 2022.

GRANTOR:

Kelly Lee Lightsey

Kelly Lee Lightsey

Joanna Michelle Lightsey

Joanna Michelle Lightsey

STATE OF TEXAS

§
§
§

COUNTY OF ROBERTSON

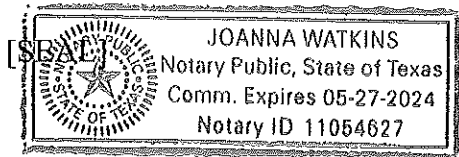
This instrument was acknowledged before me, the undersigned authority, this 13th day of December, 2022 by Kelly Lee Lightsey and Joanna Michelle Lightsey.

Joanna Watkins

Notary Public, State of Texas

Printed Name: Joanna Watkins

Notary Commission Expires: 5/27/2024



- Exhibit A – 9.939 Acre Tract
- Exhibit B – Parent Tract
- Exhibit C – Permitted Exceptions

WHEN RECORDED PLEASE RETURN TO:

Jackson Walker LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Attn: Leonard H. Dougal

Signature Page to
Special Warranty Deed
(With Water Rights)

EXHIBIT A

Description of 9.939 Acre Tract

BEING A 9.939 ACRE TRACT OF LAND, SITUATED IN THE WILSON REED SURVEY, ABSTRACT NUMBER 36, ROBERTSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 179.76 ACRE TRACT OF LAND DESCRIBED IN DEED TO KELLY LEE LIGHTSEY, AS HIS SOLE AND SEPARATE PROPERTY, AS RECORDED IN COUNTY CLERKS FILE NUMBER 20153870 OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS (O.P.R.R.C.T.). SAID 9.939 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with damaged cap, being the northwest corner of said 179.76 acre tract, also lying in the southeast Right of Way (ROW) line of Mumford-Benchley Road (Variable width prescriptive ROW). From which, a 1/2 inch capped iron rod found and stamped "RPLS 5345" also lying in the common line of said 179.76 acre tract and ROW bears N 58° 47' 25"E, a distance of 718.15 feet;

THENCE S 75° 40' 21" E, over and across said 179.76 acre tract, a distance of 1,341.71 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for the POINT OF BEGINNING and west corner of the herein described tract;

THENCE continuing over and across said 179.76 acre tract the following six (6) courses and distances:

- 1) N 43° 12' 27"E, a distance of 726.39 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for the north corner hereof, also lying in the south line of that called 100 foot wide power line easement to Brazos Electric Power Cooperative Inc., as recorded in Volume 248, Page 756 of the Deed Records of Robertson County, Texas (D.R.R.C.T.) From which, a 1/2 inch capped iron rod found and stamped "RPLS 5345" lying in the common line of said 179.76 acre tract and ROW, bears N 05° 01' 56"E, a distance of 987.06 feet;
- 2) S 46° 52' 40"E, along the south line of said 100 foot wide easement, a distance of 670.86 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for the east corner hereof. From which, a 1/2 inch capped iron rod found and stamped "RPLS 5345", being the westerly common corner of said 179.76 acre tract and the remainder of that called 48 acre tract of land described in deed to the David M. Lightsey Irrevocable Trust, as recorded in Volume 716, Page 751 of said O.P.R.R.C.T., and further described as "Second Tract" in Volume 162, Page 208 of said D.R.R.C.T. bears N 86° 17' 22"E, a distance of 627.40 feet;
- 3) S 42° 53' 12"W, leaving said 100 foot wide easement, a distance of 503.80 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for the south corner hereof. From which, a 1/2 inch iron rod found with damaged cap, lying in the southwest line of said 179.76 acre tract, also being the northerly common corner of that called 10.527 acre tract of land described as "Tract 7" in deed to Don Lee Schulz as recorded in Volume 1243, Page 634 of said O.P.R.R.C.T. and that called 4.9 acre tract of land described in deed to Don Lee Schulz, as recorded in volume 1371, Page 347 of said O.P.R.R.C.T. bears S 21° 12' 23"W, a distance of 1,609.54 feet;
- 4) N 46° 52' 19"W, a distance of 91.37 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner hereof;
- 5) N 81° 55' 11"W, a distance of 386.74 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner hereof;
- 6) N 46° 59' 49"W, a distance of 266.01 feet, to the POINT OF BEGINNING, and containing 9.939 acres, more or less.

EXHIBIT B

Description of Parent Tract

179.76 ACRE TRACT

Being a 179.76 acre tract of land in the Wilson Reed Survey, Abstract No. 36, Robertson County, Texas and the Wilson Reed Survey, Abstract No. 47, Brazos County, Texas and being a part of a 335.07 acre tract designated Tracts One through Four in a deed to the David M. Lightsey Irrevocable Trust, recorded in Volume 716, Page 731 of the Official Public Records of Robertson County (OPRRCT), Texas and Volume 3220, Page 346 of the Official Records of Brazos County (OPRRCT). Said 179.76 acre tract being shown on attached plat and more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at an x-tie corner post for the most westerly southwest corner of above mentioned 335.07 acre tract, same being the northwest corner of a 47.45 acre tract of land to Brandon Waskow by deed recorded in Volume 4267, Page 286 of the Official Records of Brazos County, Texas (ORRCT), in the east line of a 10.149 acre tract of land to Mark David Schulz (1142/262 OPRRCT), at or near the west line of said Reed Survey, same being the east line of the William Henry Survey, Abstract No. 168;

THENCE along a west line of said 335.07 acre tract, same being the east line of said 10.149 acre tract, North 30 degrees 22 minutes 10 seconds West, a distance of 397.31 feet to a found 1/2" iron rod with cap stamped "CALINDO 4473" at the southeast corner of a 10.527 acre tract of land to Don Lee Schulz (1142/262 OPRRCT);

THENCE continuing along a west line of said 335.07 acre tract, same being the east line of said 10.527 acre tract, North 30 degrees 23 minutes 35 seconds West, a distance of 1004.46 feet to an x-tie corner post at the southeast corner of a 19-1/2 acre tract of land to Mary Peyton Bergstrom (984/99-OPRRCT);

THENCE continuing along a west line of said 335.07 acre tract, same being the east line of said 19-1/2 acre tract and the east line of a 19-1/2 acre tract of land to John Patrick Peyton (984/99-OPRRCT), North 30 degrees 44 minutes 05 seconds West, a distance of 1524.80 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at an old cedar corner post, located in the south line of the Mumford Benchley Road, a gravel county road;

THENCE the south line of the Mumford Benchley Road and generally along a fence, the following courses and distances:

North 60 degrees 48 minutes 13 seconds East, a distance of 718.60 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 4" pipe gate post;

North 59 degrees 30 minutes 27 seconds East, a distance of 1505.02 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 6" wood brace post;

North 59 degrees 48 minutes 47 seconds East, a distance of 309.37 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 4" cedar post;

North 61 degrees 55 minutes 58 seconds East, a distance of 442.31 feet to a 48" post oak tree used as a corner post, located in the west line of Old Hearns Road, an asphalt county road;

THENCE along the west line of Old Hearns Road and generally along a fence, South 64 degrees 29 minutes 38 seconds East, a distance of 603.17 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345";

THENCE South 08 degrees 10 minutes 06 seconds West, crossing a portion of said 335.07 acre tract, a distance of 1556.18 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345";

THENCE partway along a fence, South 31 degrees 05 minutes 10 seconds East, a distance of 1191.84 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 6" wood corner post for the northeast corner of a 10.00 acre tract of land to James Hal Holder (4866/31 ORRCT);

THENCE along a south line of said 335.07 acre tract, same being the north line of said 10.00 acre tract and generally along a fence, South 60 degrees 11 minutes 13 seconds West, a distance of 272.16 feet to a found 3/8" iron rod at an x-tie corner post, being the northeast corner of a 7.5419 acre tract of land to Arthur K. Dean, et ux, (3988/154 ORBCT);

THENCE continuing along a south line of said 335.07 acre tract, same being the north line of said 7.5419 acre tract and generally along a fence, South 59 degrees 40 minutes 16 seconds West, a distance of 245.95 feet to a found 3/8" iron rod at the northeast corner of a 12.752 acre tract of land to Arthur K. Dean, et ux, (Tract Three - 3221/40 ORBCT);

THENCE continuing along a south line of said 335.07 acre tract, same being the north line of said 12.752 acre tract and generally along a fence, South 59 degrees 43 minutes 11 seconds West, a distance of 454.69 feet to a found 3/8" iron rod at the northeast corner of a 17.00 acre tract of land to Arthur K. Dean, et ux, (Tract Two - 3221/40 ORBCT);

THENCE continuing along a south line of said 335.07 acre tract, same being the north line of said 17.00 acre tract and generally along a fence, South 59 degrees 26 minutes 43 seconds West, a distance of 460.10 feet to a found 3/8" iron rod at the northeast corner of a 4.85 acre tract of land to Arthur K. Dean, et ux, (Tract One - 3221/40 ORBCT);

THENCE continuing along a south line of said 335.07 acre tract, same being the north line of said 4.85 acre tract and generally along a fence, South 60 degrees 45 minutes 49 seconds West, a distance of 112.94 feet to a found 3/8" iron rod at a 6" corner post, being the northeast corner of said Waskow 47.45 acre tract;

THENCE continuing along a south line of said 335.07 acre tract, same being the north line of said 4.85 acre tract and generally along a fence, South 60 degrees 07 minutes 23 seconds West, a distance of 802.06 feet to the **POINT OF BEGINNING**, containing 179.76 acres of land.

All bearings recited herein are referenced to Geodetic North.

June 4, 2015
Don Randall Hughes
Registered Professional Land Surveyor
Texas No. 5345



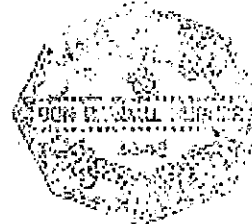


EXHIBIT C

Permitted Exceptions

As to the 9.939 Acre Tract:

1. Mineral and/or Royalty Reservation as set out in a Deed from John Henry Evetts to Bennie Gertrude Allen, Virginia Elizabeth Eakman, and Vivienne Florine Evetts, dated October 23, 1938, and recorded in Volume 120, Page 294 of the Deed Records of Robertson County, Texas.
2. Oil, Gas and Mineral Lease from J.G. Lightsey and wife, Ola Lightsey to Tom I. Alexander, dated May 2, 1962, and recorded in Volume 37, Page 167, of the Deed Records of Robertson County, Texas.
3. Oil, Gas and Mineral Lease from W.O. Lightsey and Ruth Lightsey, husband and wife to A. Nelson, dated August 17, 1976, and recorded in Volume 310, Page 330, of the Public Records of Robertson County, Texas.
4. Oil, Gas and Mineral Lease from W.O. Lightsey and Floyd Lightsey aka F.M. Lightsey to Joe F. Canterbury, dated February 15, 1993, and recorded in Volume 590, Page 347, of the Official Records of Robertson County, Texas. Subject to Surface Use Waivers recorded on or about the date of this Deed.
5. Oil, Gas and Mineral Lease from David Lightsey aka David M Lightsey to Joe F. Canterbury, dated February 15, 1993, and recorded in Volume 590, Page 343, of the Official Records of Robertson County, Texas. Subject to Surface Use Waivers recorded on or about the date of this Deed.
6. Mineral and/or Royalty Reservation as set out in a Deed from David M. Lightsey to Kelly Lee Lightsey, dated November 10, 2015, and recorded in Volume 1277, Page 609 of the Official Public Records of Robertson County, Texas.

As to the Parent Tract:

1. Subject to encroachments or protrusions onto the right of way of Old Hearne Road, as shown on survey dated April 11, 2022, and revised July 27, 2022, performed by Adam M. Whitfield, Registered Professional Land Surveyor No. 5786.
2. Subject to any fencing matters, as shown on survey dated April 11, 2022, and revised July 27, 2022 performed by Adam M. Whitfield, Registered Professional Land Surveyor No. 5786.
3. Subject to any encroachments or protrusions onto the right of way of Mumford Benchley Road as shown on survey dated April 11, 2022, and revised July 27, 2022, performed by Adam M. Whitfield, Registered Professional Land Surveyor No. 5786.

4. Mineral and/or Royalty Reservation as set out in a Deed from John Henry Evetts to Bennie Gertrude Allen, Virginia Elizabeth Eakman, and Vivienne Florine Evetts, dated October 23, 1938, and recorded in Volume 120, Page 294 of the Deed Records of Robertson County, Texas.
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10. Easement executed by J.G. Lightsey and Ola Lightsey, husband and wife to Old Ocean Fuel Company dated July 29, 1959, and recorded in Volume 189, Page 506 of the Deed Records of Robertson County, Texas. (Assignment Volume 868, Page 260).
11. Right of Way Easement executed by J.G. Lightsey to Brazos Electric Power Cooperative, Inc. dated February 9, 1952, and recorded in Volume 248, Page 756 of the Deed Records of Robertson County, Texas.