

CAUSE NO. CV10112

TRENT LINDIG, PLAINTIFF	§	IN THE DISTRICT COURT OF
	§	
VS.	§	BLANCO COUNTY, TEXAS
	§	
PLEASANT HILL SCHOOL DISTRICT NO. 21, & JOHNSON CITY INDEPENDENT SCHOOL DISTRICT, DEFENDANTS	§ § § § §	424 <sup>th</sup> JUDICIAL DISTRICT

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PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

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TRENT LINDIG, Plaintiff in the above styled and numbered cause and files his First Amended Original Petition and complains of Pleasant Hill School District No. 21 & Johnson City School District and would respectfully show the Court as follows:

I. PARTIES

**Plaintiff**

TRENT LINDIG is a resident of Blanco County, Texas and owns real property situated in Blanco County, Texas, which is the subject of this lawsuit. TRENT LINDIG is the great grandson of Albert Lindig.

**Defendant**

PLEASANT HILL SCHOOL DISTRICT NO. 21 (collectively referred to with Johnson City Independent School District named herein below as the "School District") is believed to be a defunct school district that was dissolved upon consolidation of Texas schools in the early 1950s. In the alternative, PLEASANT HILL SCHOOL DISTRICT

NO. 21 and the Blanco County Board of School Trustees are predecessors in interest of the Johnson City Independent School District named herein below.

JOHNSON CITY INDEPENDENT SCHOOL DISTRICT (collectively referred to with PLEASANT HILL SCHOOL DISTRICT NO. 21 named herein as the “School District”) is a school district located in Blanco County, Texas, and is the successor in interest of Pleasant Hill School District No. 21 and/or the Blanco County Board of School Trustees and may be served by serving its superintendent, Mr. Ben Eubanks, superintendent of Johnson City Independent School District, at 304 North L.B.J. Drive, Johnson City, Texas.

## **I. VENUE**

Venue is mandatory in Blanco County, Texas as this lawsuit involves a dispute concerning real property located in Blanco County, Texas, to wit, said real property and improvements as described on the Deed at Volume 44, Page 467-468, among the Official Public Records of Real Property attached hereto as Exhibits “A,” “B,” and “C” and incorporated by reference herein as if set forth at length. The real property and improvements shall be referenced hereinafter as the “Real Property.”

## **II. RELEVANT FACTS**

1. On or about September 10, 1927, out of kindness and generosity of the Lindig family, Albert Lindig executed a deed and conveyed the Real Property to J.C. Goar, T.E. Patton, Scott Klett, J.J. Fuchs and Gus Artzt as County Board of School Trustees for the School purposes for the Pleasant Hill School District No. 21. *See* Exhibit “A” which is a

true and correct copy of the 1927 Deed (sometimes hereinafter referred to as the “Lindig 1927 Deed”) attached hereto and incorporated by reference as if set forth at length.

2. The Lindig 1927 Deed provides, among other things, that the Real Property shall revert back to the Lindig family in the event of certain occurrences. Specifically, the Lindig 1927 Deed provides, among other things, that “... [b]ut it is understood that in case the said School House or any other house which may be built and used for a School house is removed from said land herein described then the said above described land shall revert back to me, my heirs, assigns or legal representatives.” *See* Exhibit “A” attached hereto.

3. Sometime prior to August 4, 1952, Pleasant Hill School District No. 21 ceased to exist and consolidated with Johnson City Independent School District.

4. On or about August 4, 1952, the trustees of the school district attempted to convey their restricted interests in the property to the trustees of Pleasant Hill Improvement Association as a community center for the benefit of the Pleasant Hill Community for public and community purposes. *See* Exhibit “B” attached hereto (sometimes hereinafter referred to as the “1952 Deed”). The 1952 Deed provides, among other things, that “if the above described premises shall cease to be used for public and community purposes for a period of six (6) consecutive months, then this conveyance shall be null and void and the ownership of said premises shall revert to the Blanco County Board of School Trustees or their successors in office. *See id.*”

5. The 1952 Deed further provides, among other things, that “[t]his conveyance is made subject to the reversionary interest of Albert Lindig, his heirs or assigns, as set forth in his Deed to the Blanco County School Trustees dated September 10, 1927,

recorded in Volume 44, Pages 467-468, Deed Records of Blanco County, Texas, of which interest grantees are hereby placed on notice.” See Exhibits “A” and “B” attached hereto.

6. The Lindig family, including TRENT LINDIG, paid and continue to pay *ad valorem* property taxes on the real estate and improvements at all times relevant. The Blanco County Appraisal District Tax records show that the Lindigs paid ad valorem taxes on the subject property for as far back as 1977, the earliest the Appraisal District has specific records of land ownership to TRENT LINDIG’s knowledge. Further, the Lindigs, among other things, maintained the property, paid taxes, signed easements and legal documents and possessed the property throughout all years. In fact, the Lindig family paid federal inheritance taxes on the Real Property and improvements situated thereon.

7. Plaintiff engaged in a previous lawsuit against Pleasant Hill & Rocky Community Club. In that case, the 3<sup>rd</sup> Court of Appeals of Austin, Texas ruled that although the school was removed from the premises, the reversionary clause had not been triggered because the structures present on the premises were still physically present. Specifically, the 3<sup>rd</sup> Court of Appeals held that “[t]he reverter clause in the 1927 Deed specified only one trigger, ‘in case the said School House or any other house which may be built and used for a School house is removed from said land herein described....’” See *Lindig v. Pleasant Hill Rocky Community Club*, 2015 WL 5096847 at pg. 4 (Tex.App.—Austin, 2015, pet. denied) (Unpublished Opinion).

8. After conclusion of the previous lawsuit with Pleasant Hill & Rocky Community Club, on or about October 18, 2025, without the permission or consent of Trent Lindig, the barbeque house that was “built and used for a School house [was] removed,”

which triggered that reversionary clause of the Lindig 1927 Deed. *See* Exhibits “A.” In addition to, and/or in the alternative, on or about September 3, 2025, Pleasant Hill & Rocky Community Club, without the consent of Trent Lindig removed the men’s outhouse that was “built and used for a School house,” which triggered the reversionary clause of the Lindig 1927 Deed. *See id.*

9. Moreover, the 1952 Deed is null and void and is *void ab initio* as a result of multiple periods of time when the subject premises “cease[d] to be used for public and community purposes for a period of six (6) consecutive months.” *See* Exhibit “B” attached. In addition, and/or in the alternative, the 1952 Deed is *void ab initio* because the Blanco County School District, whose successor in interest is the Defendant Johnson City Independent School District, did not have the authority to deed any interest in the Real Property to the Pleasant Hill Improvement Association pursuant to Article III, Section 52, of the Constitution of the State of Texas, which was in effect at the time of the 1952 purported transfer. As a result, the Defendant Johnson City Independent School District is the party Defendant necessary to clear title for Trent Lindig.

10. On or about February 12, 2026, Plaintiff Trent Lindig took possession and control of the subject premises based on the trigger of the reversionary clause of the Lindig 1927 Deed which is also referenced in the 1952 Deed. On or about March 6, 2026, Trent Lindig was ordered to give possession of the Real Property to the Club by order from the previous lawsuit. Trent Lindig holds the deed as an heir or successor of his late Great Grandfather, Albert Lindig by Deed. *See* Exhibit “C” attached hereto and incorporated by reference as if set forth at length.

### III. SUIT FOR DECLARATORY RELIEF

11. Plaintiff incorporates the Facts contained in Par. No. III above by reference herein as if set forth at length. Pursuant to the Uniform Declaratory Judgments Act of Texas, Plaintiff respectfully requests that this Court enter a Declaratory Judgment and rule that the October 18, 2025 removal of the barbeque house on the subject premises triggered the reversionary clause set forth in the Lindig 1927 Deed and that Trent Lindig is the owner of the subject real property and improvements. *See* Exhibit “A” attached. Further, and/or in the alternative, pursuant to the Uniform Declaratory Judgments Act of Texas, Plaintiff respectfully requests that this Court enter a Declaratory Judgment and rule that the September 3, 2025 removal of the men’s outhouse on the subject premises triggered the reversionary clause set forth in the Lindig 1927 Deed and that Plaintiff Trent Lindig is the owner of the subject real property and improvements. *See* Exhibit “A” attached. Further, Plaintiff Trent Lindig, now having standing as a result of the trigger of the reversionary clause of the Lindig 1927 Deed, pursuant to the Uniform Declaratory Judgments Act of Texas, Plaintiff Trent Lindig seeks a declaratory judgment that the 1952 Deed is null and void by its terms, or *void ab initio* as a result of the subject premises failing “to be used for public and community purposes for a period of six (6) consecutive months.” Further, and/or in the alternative, Plaintiff Trent Lindig seeks a declaratory judgment that the Blanco County Board of School Trustees, whose successor in interest is the Defendant Johnson City Independent School District, did not have the authority to convey to the Trustees of the Pleasant Hill Improvement Association the real property and improvements

for the consideration stated in the purported 1952 Deed. The School District did not have the authority to deed any interest in the Real Property to the Pleasant Hill Improvement Association pursuant to Article III, Section 52, of the Constitution of the State of Texas, which was in effect at the time of the 1952 purported transfer. The 1876 Constitution of the State of Texas included Article III, Section 52, which states the following:

SEC. 52. The Legislature shall have no power to authorize any county, city, town, or other political corporation, or sub-division of the State, to lend its credit or to grant public money or thing of value, in aid of any individual, association, or corporation whatsoever; or to become a stock-holder in such corporation, association or company.

*See* Constitution of the State of Texas (1876), Article III, Section 52. Because there was no authority under the Texas Constitution or the Texas Legislature for the School District to make the purported conveyance in the 1952 deed, the purported 1952 deed is *void ab initio*. For those reasons, Plaintiff Trent Lindig seeks a declaratory judgment that the 1952 Deed is *void ab initio*.

## **V. TRESPASS TO TRY TITLE/QUIET TITLE & OTHER CAUSES**

12. Plaintiff incorporates the Facts contained in Par. No. III above by reference herein as if set forth at length. In the alternative, Plaintiff brings claims under the Property Code and suit for trespass to try title and respectfully requests that the Court enter a judgment adjudicating him as the owner of the real property and improvements the subject of this lawsuit.

13. Trent Lindig seeks judgment that he is the record owner of the real property and improvements the subject of this lawsuit by the 2006 Deed from his parents Al Louis

and Brenda Lindig as a result of the trigger of the reversionary clause in the Lindig 1927 Deed and that the 1952 Deed is null and void.

#### **VI. REQUEST FOR PERMANENT INJUNCTION**

14. Plaintiff incorporates the Facts contained in Par. No. III above by reference herein as if set forth at length. Plaintiff asks the court to set his request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendants and their employees, agents, and representatives from entering or being present on the Real Property in dispute without the express written consent of Plaintiff.

#### **VII. STATEMENT OF DAMAGES SOUGHT & DISCOVERY CONTROL PLAN**

15. This suit seeks damages of more than \$250,000.00 but less than \$1,000,000.00 and non-monetary relief. This lawsuit is not under the expedited rules. Plaintiff intends to conduct discovery pursuant to Level 3 of the Texas Rules of Civil Procedure and pursuant to the Docket Control Order entered by this Court.

#### **VIII. JURY TRIAL**

16. Plaintiff demands a trial by jury and has timely tendered the jury fee.

#### **IX. PRAYER**

WHEREFORE, Plaintiff requests the clerk issue citations for Defendants to appear and that at trial judgment against Defendant School District be entered as follows:

- A. For a Declaratory Judgment as prayed for herein;
- B. For Permanent Injunctive relief as plead for herein;
- C. For Court costs;

- D. Judgment quieting title in favor of Plaintiff on his trespass to try title claims;
- E. All alternative relief prayed for herein; and
- F. For such other and further relief, at law or in equity to which Plaintiff may show himself to be justly entitled in addition to all of the relief requested herein.

Respectfully submitted,

**ZACHARY P. HUDLER, P.C.:**

By: 

Zachary P. Hudler

State Bar No. 24032318

P.O. Box 1728

Johnson City, Texas 78636

830.868.7651 (Telephone)

830.868.7636 (Facsimile)

ATTORNEY FOR PLAINTIFF TRENT LINDIG



Walt, J.F. Fuchs, and Gus Artzt, as the County Board of School Trustees, of Blanco County, Texas, and their successors in office. And I hereby warrant and defend the title to the above described premises unto the above named County Board of School Trustees, and their successors in office, for School purposes.

Witness my hand this the 10th. day of September, A.D. 1927.

Albert Lindig

The State of Texas, )

County of Blanco. ) Before me, the undersigned authority in and for Blanco County, Texas, on this day personally appeared Albert Lindig, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 10th. day of September, A.D. 1927.

(SEAL)

V. W. Goss,  
Notary Public, Blanco County, Texas.

FILED FOR RECORD SEPTEMBER 10th. A.D. 1927, at 2:00 P.M.  
FOR BLANCO COUNTY CLERK BLANCO COUNTY TEXAS.  
RECORDED SEPTEMBER 10th. A.D. 1927, at 2:00 P.M.

Enc. Kate Schmidt of via Dept.  
Frederickburg N. T. N. 1.

SECOND LIES AGREEMENT

THE STATE OF TEXAS, )

County of Blanco. )

KNOW ALL MEN BY THESE PRESENTS: That

THEODORE KRAMER, the legal owner and holder of certain indebtedness, evidenced by one note for \$500.00, due two years after date, six notes for \$750.00 each, due 2, 4, 5, 6, 7 and 8 years after date and one note for \$371.00, due 9 years after date, and secured by lien on certain land more fully described in Deed dated December 15, 1923, executed by Albert J. Brown to Ernst Schmidt and wife and now shown of record in Vol. 39 Page 611 Deed Records of Blanco County, Texas, to which instrument and the record thereof, reference is here made for a more complete description of said land and the indebtedness above mentioned, said land now being owned by Mrs. Kate Schmidt and husband, Ernst Schmidt, who have made application to THE FEDERAL LAND BANK OF HOUSTON, for a loan in the sum of \$400.00 to be evidenced by Amortization Note payable to said Bank in semi-annual payments extending over a period of years, to be secured by Deed of Trust on said land to F. L. Gossard, Trustee for said Bank; and

WHEREAS, said Bank has declined to make said loan unless its lien shall be a first and superior lien to any and all liens against said land;

NOW, THEREFORE, for and in consideration of the premises and OUR DOLLAR in hand paid by said Bank, receipt of which is hereby acknowledged, it is hereby specifically agreed that any and all liens now held and owned by the undersigned against said land, shall be, and the same is hereby declared to be, second and inferior to the lien in favor of said Bank; that the note in favor of said Bank and the Deed of Trust securing same, and all interests thereof, shall be, and is a first and superior lien on said land, and shall so remain so long as said Amortization Note, or any part thereof, remains unpaid, and that said Bank may make said loan upon such terms and for such length of time as it may determine.

This the 23rd day of August, 1927.

Theodore Kramer

THE STATE OF TEXAS, )

County of Hill County )

Before me, the undersigned authority, on this day personally appeared Theodore Kramer

FILED FOR RECORD SEPTEMBER 10th. A.D. 1927, at 2:00 P.M.  
FOR BLANCO COUNTY CLERK BLANCO COUNTY TEXAS.  
RECORDED SEPTEMBER 10th. A.D. 1927, at 2:00 P.M.  
NOTARY PUBLIC  
V. W. GOSS  
BLANCO COUNTY, TEXAS  
SEAL OF NOTARY PUBLIC  
V. W. GOSS  
BLANCO COUNTY, TEXAS  
NOT RECORDED COPY  
FILED FOR RECORD

\$16,800.00 August 6,

Blanco, Texas, August 6, A. D. 1952

As hereinafter set out \_\_\_\_\_ after date, I, we, or either of us the undersigned, promise to pay to Paul Bindell and Mary Bindell or order, the sum of Forty-six Thousand and Five Hundred and 00/100 DOLLARS, with interest thereon from date until maturity at the rate of five per cent, per annum, the interest payable annually as it accrues, both principal and interest payable at Blanco, Texas for value received.

The principal of this note is payable in 47 annual installments, the first 46 each in the sum of \$1,00.00, and the 47th or final installment in the sum of \$500.00, said installments being due and payable respectively on the 6th day of each and every August from August 6, 1953 to August 6, 1999 respectively and the maker has the privilege of anticipating any or all of said installments before due. This note is given in part payment for a certain lot or parcel of land situated in Blanco County, Texas and being 100 acres out of F. O. Gray League No. 20; 890 acres out of Fritz Fischer Pre-emption, The Wm. Klinger Survey No. 890, and the T. O. R. N. Co. Survey No. 723, and also 6/10 acres out of Fritz Fischer Pre-emption; 1 acre out of T. O. R. Co. Survey No. 723; 2 1/2 acres out of Wm. Klinger No. 890, this day conveyed to me by Paul Bindell and wife, Mary Bindell and to secure the payment of same, according to the tenor hereof, a Vendor's Lien is retained in said conveyance and is hereby acknowledged; and as further security for the payment hereof, a Deed of Trust is this day given to P. T. Baighan, Trustee, for the benefit of the holder hereof. All it is hereby specially agreed that if this Note is placed in the hands of an attorney for collection, or if collected by suit, or through Probate or Bankruptcy proceedings, the undersigned agrees to pay ten per cent additional on the principal and interest then due hereon an attorney's fees.

Harold M. Cox, Jr.

Filed for Record August 11, 1952 at 1 o'clock A. M.  
 G. H. Stevenson, County Clerk, Blanco County, Texas  
 Recorded August 13 at 12 1/2 o'clock A. M.

THE STATE OF TEXAS §  
 COUNTY OF BLANCO §

KNOW ALL MEN BY THESE PRESENTS: That we, Aaron Foscy, Edgar Edner, Joyon Gear, O. W. Frear and Oscar Jones, Jones, Jr., comprising the Blanco County Board of School Trustees, Blanco County, Texas, for and in consideration of the promise of the Trustees of the Pleasant Hill Improvement Association to perpetually maintain and care for the premises hereby conveyed as a Community Center for the benefit of Pleasant Hill Community in Blanco County, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey unto Louis Lindig, Alfred Broadbent, August Ludwig, Ernest Petri, Levi Deike, Emil Hartmann and Walter Ludwig, Trustees of the Pleasant Hill Improvement Association to perpetually maintain and care for the premises hereby conveyed as a Community Center for the benefit of Pleasant Hill Community in Blanco County, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey unto Louis Lindig, Alfred Broadbent, August Ludwig, Ernest Petri, Levi Deike, Emil Hartmann and Walter Ludwig, Trustees of the Pleasant Hill Improvement Association and their successors in office the following tract or parcel of land, formerly used for school purposes but now no longer so used, said tract or parcel of land lying and being situated in Blanco County, Texas, and being part of and out of Survey Number 94 in the name of Southern Kopper, and described by metes and bounds as follows, to wit:

- BEGINNING at the N. W. corner of Survey No. 95, S.W. 1/4, on the S. line of Survey No. 94;
- THENCE N. 91.8 vars to Post Oak 12 ins. dia. blazed on 4 sides for S.W. corner;
- THENCE E. 119 vars. to stone rd. & cedar post for N.E. corner;
- THENCE S. 94 .6 vars. to st. rd. on S. line of original survey;
- THENCE W. 119 vars. to the place of beginning;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said LOUIS LINDIG, ALFRED BROADBENT, AUGUST LUDWIG, ERNEST PETRI, LEVI DEIKE, EMIL HARTMANN AND WALTER LUDWIG, Trustees of the Pleasant Hill Improvement Association and their successors in office for so long as the above described premises are used for Public and Community purposes.

The page to which this certificate is affixed is a full true and correct copy of the original on file and of record in my office.

458



ATTEST: *September 24, 2013*  
 KAREN NEWMAN, County Clerk  
 Blanco County, Texas  
 By *John A. Mada*, Deputy

CERTIFIED COPY  
 PAGE 1 OF 2





065316

General Warranty Gift Deed

Date: December 4, 2006

Grantors: Al Louis Lindig and Brenda Lindig, husband and wife

Grantor's Mailing Address:

Al Louis Lindig and Brenda Lindig  
1795 Hwy 290 West  
Johnson City, Texas 78636  
Blanco County

Filed this 5 day of Dec in 06  
12:52 P.M.

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
*[Signature]* Deputy

Grantee: Trent Lindig, a single person

Grantee's Mailing Address:

Trent Lindig  
7675 Hwy 290 West  
Johnson City, Texas 78636  
Blanco County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

BEING that certain 48.5 acre tract of land, more or less, situated in Blanco County, Texas; being part of and out of the Seaborn Hopper Survey No. 94, Abstract No. 297, and being more fully described in instrument recorded in Volume 31, Page 57 of the Deed Records of Blanco County, Texas.

Reservations from Conveyance:

None, except those of record;

Exceptions to Conveyance and Warranty:

None, except those of record;

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, 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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

*[Signature]*  
Al Louis Lindig

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The page to which this certificate is affixed is a full, true and correct copy of the original on file and record in my office.  
Attest: November 13, 20  
LAURAWALLA County Clerk  
Blanco County, Texas  
*[Signature]* Clerk



CERTIFIED COPY  
PAGE 1 OF 2

Brenda Lindig  
Brenda Lindig

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on December 4, 2006, by Al  
Louis Lindig and Brenda Lindig.



Zachary P. Hudler  
Notary Public, State of Texas  
My commission expires: 8/9/10

PREPARED IN THE OFFICE OF:

Zachary P. Hudler, P.C.  
Attorney at Law  
P.O. Box 1728  
Johnson City, Texas 78636

Any signature made with another the seal, used on any of the described property, is void. Failure to use the seal or seal with another the seal is void. Failure to use the seal or seal with another the seal is void. Failure to use the seal or seal with another the seal is void.

DEC 11 2006



AFTER RECORDING RETURN TO:

Zachary P. Hudler, P.C.  
Attorney at Law  
P.O. Box 1728  
Johnson City, Texas 78636

The page to which this certificate is affixed is a full,  
true and correct copy of the original in the and of  
record in my office.

ATTEST November 13, 2014  
LAURA VELLA, County Clerk  
Blanco County, Texas  
By Laura Vella, Clerk

CERTIFIED COPY  
PAGE 2 OF 2

WH 0355 MC 350

### **Automated Certificate of eService**

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Zachary Hudler on behalf of Zachary Hudler

Bar No. 24032318

zachary@hudlerlaw.com

Envelope ID: 112241010

Filing Code Description: No Fee Documents

Filing Description: PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

Status as of 3/10/2026 3:00 PM CST

#### Case Contacts

<b>Name</b>	<b>BarNumber</b>	<b>Email</b>	<b>TimestampSubmitted</b>	<b>Status</b>
Zachary Hudler		zachary@hudlerlaw.com	3/10/2026 2:43:30 PM	SENT