Declaration of Covenants, Conditions and Restrictions

Effective Date:	March 20, 2019
Declarant:	MB Whitetails, a Texas LimitedLiability Company
Declarant's Address:	771 Brand Road Bulverde, Texas 78163

Property: BEING 782.90 acres, more or less, consisting of 319.92 acres out of the H. T. & B. RR. CO. SURVEY NO. 1, ABSTRACT NO. 344, 439.63 acres out of the C. L. MEADOR SURVEY NO. 2, ABSTRACT NO. 1491, 16.18 acres out of the H. T. & B. RR. CO. SURVEY NO. 3, ABSTRACT NO. 345, and 7.17 acres out of the JOHN HASSMAN SURVEY, ABSTRACT NO. 322, in Lampasas County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means MB WHITETAILS, LLC, a Texas Limited Liability Company, and any successor that acquires all unimproved property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Owner" means every record Owner of a fee interest in the Property.

"Residence" means a detached building designed for and used as a dwelling by a Single Family. This term shall not include single wide mobile homes but will include, to the extent they comply with the covenants, conditions and restrictions set forth herein, double wide mobile homes and manufactured housing.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other personholding an interest in any portion of the Property.

3. Each Owner and occupant of any portion of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Covenants and Restrictions

1. Except as hereinafter provided, no part of the Property shall be used for any purpose other than residential.

2. All residences constructed on the property must be constructed with new materials.

3. All residences constructed on the property shall contain at least 1,000 square feet, exclusive of open porches, breezeways, carports and garages. All construction shall be completed with reasonable diligence and exterior construction must be completed within eighteen (18) months after construction is started. No residence shall be occupied unless all exterior construction on the residence is complete.

4. No single wide mobile homes or house trailers are allowed on the property; however double wide mobile homes and manufactured homes will be allowed provided they comply with the covenants, conditions and restrictions set forth herein.

5. No trade or business of any kind shall be conducted on the Property, save and except for home based business, not open to the public, farming and ranching is allowed and livestock, except as hereinafter provided, may be raised, bred or kept on the Property. No pigs or hogs, except as hereinafter provided. Chickens or other fowl may be kept on the Property in an amount that is reasonably practicable for personal consumption. All chickens or fowl must be kept in a pen and stored in a manner that is not offensive to neighbors. No commercial feed lots or hog farms are allowed on the Property.

Notwithstanding the above provisions, if the Property is not subdivided then not more than two (2) FFA or 4-H or similar project of a child may be allowed on the property (which projects may include, without limitation, a hog or pig, or chickens) so long as they are kept in a pen. If the Property is subdivided, then, notwithstanding anything herein, one (1) FFA or 4-H or similar project of a child, may be allowed on each tract resulting from such subdivision (which project may include, without limitation, a hog or pig or chickens), so long as the same is not offensive to neighbors and the animals or chickens are kept in a pen.

For the purposes of ranching activities and the raising, breeding and keeping of livestock on the Property, the number of animals permitted on the Property shall be limited to the average stocking rate of native grass pastures in Lampasas County, Texas. However, if improved grasses are introduced on the Property, then the number of animals permitted shall be limited to the average stocking rate of improved grass pastures in Lampasas County, Texas.

6. No dirt, sand, rock, gravel, caliche or similar materials may be removed from the Property.

7. No noxious or offensive activity shall be carried on upon the Property. Nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

8. The Property shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. Trash and waste shall not be burned on the Property but shall be removed by the owner using a commercial trash pick-up service or by the owner himself removing the trash or waste from the Property.

9. All residences and other improvements on the Property shall be kept in a good state of repair and condition.

10. All domestic animals shall be contained within the boundaries of the Property or in the control of a responsible individual.

11. No outside, open, or pit type toilet shall be allowed on the Property and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems must comply with the requirements, rules and regulations of the appropriate governing agencies.

12. No structure of a temporary character, any tent, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporarily or permanently. A travel trailer or motor home may be used as temporary living quarters during construction of a new home, for a maximum period of nine (9) months.

13. No oil well drilling, development or refining, and no mineral quarrying or mining operations of any kind shall be permitted on the Property. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on the Property. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on the Property.

14. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on the Property for more than two (2) weeks shall constitute a "junk yard" except when stored in a garage or building. All vehicles on the Property must have current licenses and registration and be in regular use.

15. No commercial signs of any kind shall be displayed in public view on the Property except for signs advertising that the Property is available for sale or rent. In the latter event, only one sign not more than 10 square feet may be placed on any single parcel of the Property for advertising purposes.

16. The property and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

17. There is imposed a 150 foot (150') setback from all property lines. No Structure, Vehicle, Residence, deer blind, animal feeder or any other item, no matter the size, shape or composition, shall be constructed, placed or parked within this setback area.

C. Exceptions

None

D. General Provisions

1. *Term.* The above Restrictions, Covenants and Conditions shall be effective for a term of twenty (20) years from the date of recording after which period these Restrictions, Covenants and Conditions shall be automatically be extended for successive periods of ten (10) years subject to termination by an instrument signed by 67 percent of the owners of the Property and all of the owners of the Parent Tract.

2. *No Waiver*. Any owner of any portions of the Property or any owner of any portion of the Parent Tract shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions imposed herein. Failure to enforce any covenant or restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Presuit Mediation*. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith. If a legal proceeding is commenced due to a controversy, claim or dispute arising in relation to the above Restrictions, Covenants and Conditions, their breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs

MB WHITETAILS, LLC, a Texas limited liability company

By:_

MONICA A. SALINAS, Managing Member

STATE OF TEXAS

COUNTY OF _____)

Before me, a notary public, on this day personally appeared Monica A. Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Monica A. Salinas executed the same as the act of MB Whitetails, LLC, a Texas Limited Liability Company, as its Managing Member, for the purposes and consideration therein expressed.

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Given under my hand and seal of office this ______ day of ______, 2019.

Notary Public, State of Texas

— land surveyors & planners —

EXHIBIT "_____"

Prepared For: Dendro Holdings, LLC Project// No. 181809 Date: 02/01/2019

BEING 782.90 ACRES OUT OF THE FOLLOWING SURVEYS:				
SURVEY NAME	SURVEY NO.	ABSTRACT NO.	ACRES	
H.T. & B. R.R. Co.	1	344	319.92	
C.L. MEADOR	2	1491	439.63	
H.T. & B. R.R. Co.	3	345	16.18	
JOHN HASSMAN		322	7.17	

AND CONSISTING OF A TRACT OF 16.18 ACRES OUT OF SAID SURVEY NO. 3, A TRACT OF 439.63 ACRES OUT OF SAID SURVEY NO. 2, AND A TRACT OF 319.92 ACRES OUT OF SAID SURVEY NO. 1, AS DESCRIBED IN AN INSTRUMENT TO KATHERINE ELISE WOOD, OF RECORD IN VOLUME 271, PAGE 155, DEED RECORDS OF LAMPASAS COUNTY, TEXAS, AND APPROXIMATELY 7.17 ACRES OUT OF THE JOHN HASSMAN SURVEY, ASTRACT NO. 322, AS REFERENCED IN A DEED WITHOUT WARRANTY TO DENDRO HOLDINGS, LLC, OF RECORD IN VOLUME 552, PAGE 402-404, DEED RECORDS OF LAMPASAS COUNTY, TEXAS, SAID 782.90 ACRES OF "VACANT LAND" BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¹/₂" iron rod found with "MAPLES" cap at the recognized corner of the following surveys, the Southwest corner of the W. Reed Survey No. 4, Abstract No 1076, the Northwest corner of said Survey No. 3, the Northeast corner of said Survey No. 2, and the Southeast corner of said Survey No. 1, and being the Southwest corner of a tract of land described in an instrument to Wilbanks Callahan Ranch, LLC, of record in Volume 478, Page 153, Deed Records of Lampasas County, Texas, and the Southeast corner of a tract of land described in an instrument to Dawn Sultemeir McDonald and Kristi Nan Sultemeir, of record in Volume 444, Page 368, Deed Records of Lampasas County, Texas, for the Easternmost Northeast corner hereof;

THENCE S 20°53'33" E, crossing said Dendro Holdings tract, along or near the East line of the C. L. Meador Survey No. 2 and the West line of the H. T. & B. Railroad Company Survey No. 3, a distance of 1940.95 feet to a cotton spindle set in the centerline of County Road No. 2773 for a Southeasterly corner hereof;

THENCE along the centerline of said county road, the following six (6) courses and distances:

- 1) S 34°44'50" W, a distance of 118.27 feet to a calculated point at the point of curvature of a curve to the left
- 2) Along said curve, with radius of 1,394.37 feet, a central angle of 25°27'55", and a chord of 614.64 feet bearing S 22°00'52" E, an arc distance of 619.73 feet to a calculated point at the point of tangency,
- 3) S 9°16'55" W, a distance of 335.73 feet to a calculated point at the point of curvature of a curve to theroght,
- 4) Along said curve, with radius of 158.84 feet, a central angle of 29°17'58", and a chord of 80.34 feet bearing S 23°55'53"W, an arc distance of 81.23 feet to a calculated point at the point of curvature of a compound curve to the right
- 5) Along said curve with radius of 1,122.63 feet, a central angle of 16°45'56", and a chord of 327.33 feet bearing N 48°50'16" E, an arc distance of 328.50 feet to a calculated point for the point of curvature of a compound curve to the right
- 6) Along said curve with radius of 445.28 feet, a central angle of 17°46'40", and a chord of 137.61 feet bearing S 68°04'53" W, an arc distance of 138.16 feet to a cotton spindle set at engineering station 44+74.02 at the North end of a gravel road called Private Road 1, and an angle point hereof:

THENCE S 15°13'21" E, a distance of 129.80 feet to a calculated point at the point of curvature of a curve to the left,

THENCE along said curve, with radius of 425.86 feet, a central angle of $13^{\circ}45'56''$ and a chord of 102.07 feet bearing S $22^{\circ}06'19''$ E, an arc distance of 102.31 feet to a calculated point for the point of curvature of a reverse curve to the right;

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Prepared For: Dendro Holdings, LLC Project// No. 181809 Date: 02/01/2018 '12", and a chord of 35.20 feet

THENCE along said curve, with radius of 101.60 feet, a central angle of 19°57'12", and a chord of 35.20 feet bearing S 19°00'41" E, an arc distance of 35.38 to a calculated point for the point of tangency;

THENCE S 9°02'05" E, a distance of 310.18 feet to a calculated point at the point of curvature of a curve to the right;

THENCE along said curve, with radius of 174.43 feet, a central angle of 77°41'24", and a chord of 218.81 feet bearing S 47°52'47" E, an arc distance of 236.52 feet to a calculated point for the point of tangency;

THENCE S 86°43'29" E, a distance of 102.49 feet to a calculated point at the point of curvature of a curve to the right;

THENCE along said curve, with radius of 369.25 feet, a central angle of $15^{\circ}54'59''$, and a chord of 102.24 feet bearing S 78°45'59'' E, an arca distance of 102.57 feet to a calculated point for the point of curvature of a reverse curve to the left;

THENCE along said curve, with radius of 361.66 feet, a central angle of 16°15'08", and a chord of 102.24 feet bearing S 78°45'29" E, an arc distance of 102.59 feet to a calculated point for the point of tangency;

THENCE S 86°53'33" E, a distance of 203.86 feet to a calculated point for the point of curvature of a curve to the right;

THENCE along said curve, with radius of 810.79 feet, a central angle of $7^{\circ}15'38''$, and a chord of 102.68 feet bearing S $83^{\circ}15'44''$ E, an arc distance of 102.74 feet to a calculated point for the point of curvature of a compound curve to the right;

THENCE along said curve, with radius of 78.20 feet, a central angle of $27^{\circ}11'13''$, and a chord of 36.76 feet bearing S 66°02'19'' E, an arc distance of 37.10 feet to a calculated point for the point of curvature of a reverse curve to the left;

THENCE along said curve, with radius of 261.25 feet, a central angle of 41°15'38"; and a chord of 184.10 feet bearing S72°15'43" E, an arc distance of 188.13 feet to a calculated point for the point of curvature of a compound curve to the left

THENCE along said curve, with radius of 876.38 feet, a central angle of $6^{\circ}22'45"$ and a chord of 97.53 feet bearing N $84^{\circ}51'32"$ E, an arc distance of 97.58 feet to a calculated point for the point of curvature of a reverse curve to the right;

THENCE along said curve, with radius of 415.79 feet, a central angle of 25°09'37", and a chord of 181.12 feet bearing S 85°33'03" E, an arc distance of 182.59 feet to a calculated point at the point of tangency;

THENCE S 73°09'06" E, a distance of 179.21 feet to a calculated point for the point of curvature of a curve to the left;

THENCE along said curve, with radius of 378.44 feet, a central angle of 23°17'51", and a chord of 152.82 feer bearing S 84°48'02" E, an arc distance of 153.88 feet to a calculated point for the point of tangency;

THENCE N 83°33'03" E, a distance of 261.91 feet to a calculated point for the point of curvature of a curve to the left;

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THENCE along said curve, with radius of 1,801.31 feet, a central angle of 3°10'48", and a chord of 99.96 feet bearing N 81°57'39" E, an arc distance of 99.97 feet to a calculated point for the point of tangency;

THENCE N 80°22'15" E, a distance of 314.69 feet to a calculated point for the point of curvature of a curve to the right;

THENCE along said curve, with radius of 753.93 feet, a central angle of $40^{\circ}43'32''$, and a chord of 524.68 feet bearing S 79°15'59'' E, an arc distance of 535.89 feet to a calculated point for the point of curvature of a compound curve to the right;

THENCE Southeast along said curve, with radius of 228.78 feet, a central angle of 51°30'37", and a chord of 198.82 feet bearing S 33°08'54" E, an arc distance of 205.68 feet to the point of tangency;

THENCE S 7°23'35" E, a distance of 89.15 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" in the Northern boundary line of a tract of land described in an instrument to Delphia Francine Harris, of record in Volume 366, Page 700, Deed Records of Lampasas County, Texas, for the Southeast corner hereof;

THENCE with the Northern boundary line of said Harris tract, the North lines of the Joseph Coult Survey, Abstract No. 1420 aind the Thomas O. Maxwell Survey, Abstract No. 1424, the South line of said Survey No. 3 and said Survey No. 2, and the Southern Boundary line hereof as fenced and used upon the ground, the following three (3) courses and distances:

- 1. S 67°55'27" W, a distance of 1120.54 feet to a 7" cedar fence post found for angle point hereof,
- 2. S 66°38'04" W, a distance of 784.84 feet to a 6" cedar fence post found for angle point hereof, and
- 3. S 66°19'17" W, a distance of 1374.11 feet to a 3" pipe fence corner post found in or near the South line of said Survey No. 2, at or near the Northeast corner of the E. Holt Survey, Abstract No. 1245, and the Northwest corner of said Thomas O. Maxwell Survey, at the Northeast corner of a tract of land described in an instrument to Robert L. Murry, Jr. of record in Volume 446, Page 619, Deed Records of Lampasas County, Texas, and the Southeast corner of a tract of land described in an instrument to Trey Reed of record in Volume 494, Page 793, Deed Records of Lampasas County, Texas, for the Southernmost southwest corner of said 480 acre Woods tract and the Southernmost Southwest corner hereof;

THENCE N 20°42'58" W, with the East line of said Reed tract and the West line hereof, a distance of 2107.28 feet to a 12" cedar fence post at the Northeast corner of said Reed tract and a reentrant corner hereof;

THENCE S $68^{\circ}46'14''$ W, with the North line of said Reed tract, at 1963.45 feet passing a $\frac{1}{2}''$ iron rod found capped "MAPLES", in all a distance of 3244.20 feet to a $\frac{1}{2}''$ iron rod found in the eastern boundary line of County Road 2200 for the Northwest corner of said Reed tract and the Westernmost Southwest corner hereof;

THENCE with the fenced Eastern Right of Way line of said County Road 2200 as occupied upon the ground, the following eleven (11) courses and distances:

- 1) N 21°39'38" W, a distance of 1571.62 feet to a cedar fence post found for angle point hereof,
- 2) N 44°21'10" W [L5], a distance of 597.64 feet to a ¹/₂" iron rod set with plastic cap stamped "CUPLIN" for angle point hereof;
- 3) N 26°42'51" W, a distance of 616.43 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for angle point hereof;

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- 4) N 21°02'54" W, a distance of 400.33 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for angle point hereof;
- 5) N 11°10'23" W, a distance of 472.37 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for angle point hereof;
- 6) N 01°34'46" W [L6], a distance of 272.50 feet to a 10" cedar fence post found for angle point hereof,
- 7) N 53°16'17" W [L7], a distance of 93.36 feet to an 8" cedar fence post found for angle point hereof,
- 8) N 37°34'46" W [L8], a distance of 90.13 feet to a 3" pipe fence post found for angle point hereof,
- 9) N 29°38'10" W [L9], a distance of 63.79 feet to a 6" cedar fence post found for angle point hereof,
- 10) N 23°14'50" W [L10], a distance of 61.61 feet to a 6" cedar fence post found along or near the East line of said Survey No. 1, for angle point hereof, and
- N 20°49'16" W, a distance of 2270.46 feet to a 10" cedar fence corner post found in the Southern Right of Way line of F. M. Highway 581 at its intersection with the East Right of Way line of said County Road 2200, for the Westernmost corner hereof;

THENCE with the Southern Right of Way line of said F. M. Highway, the following five (5) courses and distances:

- 1) N 21°44'05" E [L11], a distance of 132.48 feet to an 8" cedar post found for angle point hereof;
- N 33°07'53" E [L12], a distance of 237.31 feet to a ¹/₂" iron rod set with plastic cap stamped "CUPLIN" at the Point of Curvature of a curve to the right,
- [C1] Along said curve, with radius of 490.87 feet, central angle of 37°06'00", and a chord of 312.32 feet bearing N 51°19'15" E, an arc distance of 317.85 feet to a ½" iron rod set with plastic cap stamped "CUPLIN" for the Point of Tangency of said curve,
- 4) N 70°14'37" E, a distance of 2865.72 feet to a 6" cedar fence post found for angle point hereof, and
- 5) N 68°18'00" E, a distance 295.54 feet to a 6" cedar fence post found at an angle point in said F.M. Highway, for the Southwest corner of a tract of land described in an instrument to John Isaac Van Huizen, of record in Volume 544, Page 424, Deed Records of Lampasas County, Texas, for angle point hereof;

THENCE N 70°16'07" E, with the South line of said Van Huizen tract, a distance of 691.74 feet to a 6" cedar fence corner post found at the Northwest corner of said Sultemeir/McDonald tract, for the Northernmost Northeast corner hereof;

THENCE crossing said Survey No. 1 and with the East line of said Sultemeir/McDonald tract as fenced and used upon the ground, the following four (4) courses and distances:

- 1. S 11°18'42" W, a distance of 576.74 feet to a 6" cedar fence post found at the North end of a gate, for angle point hereof,
- 2. S 04°49'22" E, a distance of 2066.79 feet to a dead Pecan tree, for angle point hereof,
- 3. S 63°44'29" W, a distance of 625.92 feet to a very large live oak tree found for angle point hereof, and
- 4. S 25°45'39" E, a distance of 1329.88 feet to a 6" Cedar fence post found for the Southwest corner of said Sultemeir/McDonald tract and a reentrant corner hereof;

THENCE N 69°06'27" E, a distance of 2378.51 feet to the POINT OF BEGINNING and calculated to contain 782.90 acres.

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SUBJECT TO THE FOLLOWING ROADWAY EASEMENT:

SULTEMEIR/MCDONALD EASEMENT

BEING A 30 FOOT WIDE INGRESS AND EGRESS EASEMENT OVER AND ACROSS THE H.T. & B. R.R. CO. SURVEY NO. 1, ABSTRACT NO. 344, EXTENDING FROM THE SOUTHERN RIGHT OF WAY LINE OF F. M. HIGHWAY 581 TO THE WESTERN BOUNDARY LINE OF A TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO DAWN SULTEMEIR MCDONALD AND KRISTI NAN SULTEMEIR, OF RECORD IN VOLUME 444, PAGE 368, DEED RECORDS OF LAMPASAS COUNTY, TEXAS, THE CENTERLINE OF WHICH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a 6" cedar post found in the Southern Right of Way line of F. M. Highway 581 at the Southwest corner of a tract of land described in an instrument to John Isaac Van Huizen, of record in Volume 544, Page 424, Deed Records of Lampasas County, Texas,

THENCE S 68°18'00" W, a distance of 30.19 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" in the centerline of said Easement;

THENCE with the centerline hereof, the following five (5) courses and distances:

- 1) S 43°20'54" E, a distance of 125.09 feet to a calculated point,
- 2) S 37°31'48" E, a distance of 151.19 feet to a calculated point,
- 3) S 50°51'50" E, a distance of 108.24 feet to a calculated point,
- 4) S 63°48'35" E, a distance of 101.61 feet to a calculated point, and
- 5) S 89°12'40" E, a distance of 213.49 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" in the Western boundary line of said Sultemeir/McDonald tract for the POINT OF TERMINATION hereof, WHENCE a 6" cedar post found for reference bears N 4°49'22" W, a distance of 6.15 feet, said easement being 699.6± feet in length.

I hereby certify exclusively to Dendro Holdings, LLC, that this survey was performed on the ground and was surveyed by me or under my direct supervision. Cuplin & Associates, Inc. accepts no responsibility for the use of this survey by anyone other than the above referenced parties hereby certified to for this specific transaction only. Copyright 2018, Cuplin & Associates, Inc. ©. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.

Dated: 02/01/2019

Danny J. Stark, Registered Professional Land Surveyor No. 5602



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