

SABINAS PROPERTIES LLC TO
& SQUAW CREEK PROPERTIES, LLC, ET AL

THE PUBLIC

DECLARATION OF ROADWAY MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF GILLESPIE

KNOW ALL MEN BY THESE PRESENTS:
§

THAT, SABINAS PROPERTIES LLC, (hereinafter "SABINAS") is the owner of that certain tract of land in Gillespie County, Texas, more particularly described as follows:

TRACT I.

BEING 87.658 acres of land, more or less, out of the Thomas Miller Survey No. 440, Abstract No. 500 in Gillespie County, Texas, and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas. Said 87.658 acres of land, more or less, being more particularly described by metes and bounds on **EXHIBIT "A"** attached hereto and made a part hereof for all pertinent purposes (hereinafter "SABINAS Parcel"); and.

THAT, SQUAW CREEK PROPERTIES, LLC, (hereinafter "SQUAW CREEK") is the owner of that certain tract of land in Gillespie County, Texas, more particularly described as follows:

TRACT II.

BEING 116.327 acres of land, more or less, out of the Thomas Miller Survey No. 440, Abstract No. 500, in Gillespie County, Texas, and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas. Said 116.327 acre tract of land, more or less, being more particularly described by metes and bounds on **EXHIBIT "B"** attached hereto and made a part hereof for all pertinent purposes (hereinafter "SQUAW CREEK Parcel"); and

THAT, CARL E. SCHOESSOW and COURTNEY R. MECHLER, (hereinafter "SCHOESSOW/MECHLER") are the owners of that certain tract of land in Gillespie County, Texas, more particularly described as follows:

TRACT III.

BEING 140.000 acres of land, more or less, out of the Thomas Miller Survey No.

440, Abstract No. 500 in Gillespie County, Texas, and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas. Said 140.000 acre tract of land, more or less, being more particularly described by metes and bounds on **EXHIBIT "C"** attached hereto and made a part hereof for all pertinent purposes. (hereinafter "SCHOESSOW/MECHLER Parcel"); and

THAT desiring to create and carry out a uniform plan for the construction and maintenance of a roadway to provide ingress, egress and regress to the tracts of the Property, SABINAS, SQUAW CREEK and SCHOESSOW/MECHLER do hereby adopt and establish the following covenants and conditions ("Maintenance Covenants") to run with the land and to apply in the use, occupancy, and conveyance of Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I. DEFINITIONS

"Declarant" shall mean and refer to SABINAS PROPERTIES LLC, SQUAW CREEK PROPERTIES, LLC, CARL E. SCHOESSOW and COURTNEY R. MECHLER.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Owner" shall mean and refer to the record owners (including Declarant), whether one or more persons or entities of a fee simple title to any Tract, or any subdivision of a tract, including sellers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described as the SABINAS Parcel, the SQUAW CREEK Parcel and the SCHOESSOW/MECHLER Parcel collectively; and

"Tract" shall mean the Property and any subsequent subdivision of the Property or a part of the Property, which Tract has rights of ingress, egress and regress, over, across and upon the roadway tracts described in **EXHIBITS "D" and "E"**.

ARTICLE II.
ROADWAY TRACTS

The following thirty foot (30') wide roadway tract and sixty foot (60') wide roadway tract each provide access to the Property:

ROADWAY TRACT I.

BEING a 1,545 sq. ft., more or less, (road easement) tract of land, situated in Gillespie County, Texas, being part of George Law Survey No. 442, Abstract No. 439, and being part of that 285.8 acre tract described in a conveyance to William C. Mund by Mamie Mund, dated May 18, 1992, found of record in Volume 230, Page 819 of the Real Property Records of Gillespie County, Texas. Said 1,545 sq. ft., more or less, road easement, tract of land, being more particularly described by metes and bounds on **EXHIBIT "D"** attached hereto and made a part hereof for all pertinent purposes.

ROADWAY TRACT II.

BEING a 3.826 acre, more or less, easement out of the Thomas Miller Survey No. 440, Abstract No. 500 in Gillespie County, Texas, and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas. Said 3.826 acre, more or less, easement, being more particularly described by metes and bounds on **EXHIBIT "E"** attached hereto and made a part hereof for all pertinent purposes.

ARTICLE III.
CONSTRUCTION AGREEMENT

SABINAS PROPERTIES LLC, SQUAW CREEK PROPERTIES, LLC, CARL E. SCHOESSOW and COURTNEY R. MECHLER mutually agree to participate in sharing the costs associated with the construction of a basic passable road and entryway having such location, width, beginning and terminating points and specifications as the parties mutually agree, with the share of SABINAS PROPERTIES LLC, being 50%; the share of SQUAW CREEK PROPERTIES, LLC being 25% and the share of CARL E. SCHOESSOW and COURTNEY R. MECHLER, being collectively 25%.

ARTICLE IV.
OWNER OBLIGATIONS

Each Owner agrees to pay and shall be obligated to pay a prorata share of all costs associated with preserving, maintaining, repairing and replacing the roadway and any appurtenances in a condition similar to that which exists after initial construction. Maintenance expenses may include, but shall not be limited to, the reconstruction, repair, maintenance, upkeep

or replacement of (1) the roadway, shoulders and culverts, gates, cattle guards, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out in this Agreement (hereinafter "Maintenance Expenses"). The proportionate share which shall be paid by each Owner shall be determined by multiplying the assessment fraction (the numerator is the number of Tracts owned by an Owner of the Property and the denominator is the total number of Tracts in the Property) by the amount expended, or proposed to be expended, for Maintenance Expenses.

Notwithstanding the foregoing, the SABINAS Parcel shall be considered to be composed of a minimum of two (2) tracts whether or not such SABINAS Parcel has been subdivided into two (2) tracts for purposes of determining the assessment fraction. For example, at the date of the execution of this agreement, the SABINAS Parcel is a single tract, the SQUAW CREEK Parcel is a single tract and the SCHOESSOW/MECHLER Parcel is a single tract. Notwithstanding that none of the Parcels have been subdivided, the assessment fraction for the SABINAS Parcel is one-half ($\frac{1}{2}$), the SQUAW CREEK Parcel is one-fourth ($\frac{1}{4}$ th) and the SCHOESSOW/MECHLER Parcel is one-fourth ($\frac{1}{4}$ th). As a further example, in the future if the SABINAS Parcel has been subdivided into four (4) tracts, the SQUAW CREEK Parcel has been subdivided into two (2) tracts, and the SCHOESSOW/MECHLER Parcel has not been subdivided, the assessment fraction for each of the SABINAS subdivided tracts would be one-seventh ($\frac{1}{7}$ th), and the assessment fraction of each of the SQUAW CREEK subdivided tracts would be one-seventh ($\frac{1}{7}$ th) and the assessment fraction for the SCHOESSOW/MECHLER Parcel would be one-seventh ($\frac{1}{7}$ th).

At anytime an Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the County of Gillespie, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for maintenance expense expenditure shall be the attendance of Owners owning at least 50% of the Tracts within the Property. Approval by Owners representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an assessment for the maintenance expenses. Each Tract Owner shall be allocated one (1) vote for purposes of this paragraph, provided the SABINAS Parcel shall be allocated a minimum of two (2) votes notwithstanding that the SABINAS Parcel has not been subdivided into at least two (2) tracts. The Owners present at a called meeting who have approved the maintenance expense expenditure shall designate an Owner who will contract for the improvements which have been proposed and who will receive from each Owner their maintenance assessment.

Any Owner who shall fail to pay their maintenance assessment to the designated Owner, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the Owner's assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs

and reasonable and necessary attorney's fees incurred in collection. The assessments, together with interest, court costs and reasonable and necessary attorney's fees, shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Gillespie County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Gillespie County, Texas.

ARTICLE V. TERM

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until May 1, 2028, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least seventy-five percent (75%) of the Tracts in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part. For purposes of this paragraph, the SABINAS Parcel shall be considered as being a minimum of two (2) tracts notwithstanding that the SABINAS Parcel has not been subdivided into at least two (2) tracts.

ARTICLE VI ENFORCEMENT

Right of Enforcement. Declarant, their heirs, successors or assigns, or any Owner of a Tract, shall have the right to enforce, by proceedings at law or in equity, the terms and provisions contained in this Declaration or any future amendments hereof by any proceeding, at law or in equity, by injunction or other lawful procedure and to recover any damages resulting from such violation. Damages shall include court costs and reasonable and necessary attorney's fees. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, condition or restrictions herein contained.

ARTICLE VII. PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no

way affect the validity of any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE VIII.
AMENDMENT

The Owners (but expressly excluding their respective mortgagee's, if any) of at least seventy-five percent (75%) of the Tracts in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas. For purposes of this paragraph, the SABINAS Parcel shall be considered as being a minimum of two (2) tracts notwithstanding that the SABINAS Parcel has not been subdivided into at least two (2) tracts. NOTWITHSTANDING THE FOREGOING, Declarant collectively reserves the right to amend this Declaration to exclude a certain subdivided tract from the obligation of payment of the maintenance assessments.

ARTICLE IX.
WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

EXECUTED by said Declarant, this 7 day of May, 2018.

SABINAS PROPERTIES LLC, a Texas
limited liability company

By: 
KASH MORROW, Manager

SQUAW CREEK PROPERTIES, LLC, a Texas
limited liability company

BY: 
CARL E. SCHOESSOW, Manager

Carl E. Schoessow
CARL E. SCHOESSOW, Individually

Courtney R. Mechler
COURTNEY R. MECHLER

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 4 day of May, 2018, by KASH MORROW, Manager of SABINAS PROPERTIES LLC, a Texas Limited Liability Company, on behalf of said entity.

Christine J. Juch
Notary Public, State of Texas

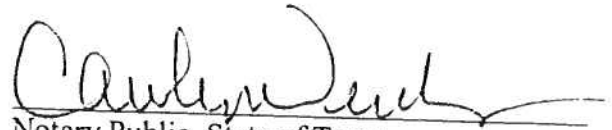
STATE OF TEXAS §
COUNTY OF GILLESPIE §

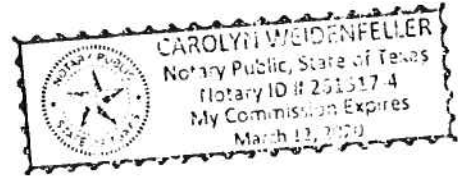
This instrument was acknowledged before me on this the 4 day of May, 2018, by CARL E. SCHOESSOW, Manager of SQUAW CREEK PROPERTIES, LLC, a Texas limited liability company, on behalf of said entity.

Christine J. Juch
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 4 day of May, 2018, by CARL E. SCHOESSOW, Individually


Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 4 day of _____, 2018, by COURTNEY R. MECHLER.


Notary Public, State of Texas

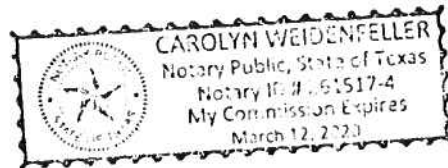


EXHIBIT "A"

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SEARCHERS
LAND SURVEYING, LLC

MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 : 325-347-7439, TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 806-252-9510 TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 87.658 acres of land out of the Thomas Miller Survey No. 440, Abstract No. 500 in Gillespie County, Texas and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas; Said 87.658 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in April 2018:

BEGINNING at a 1/2 inch iron rod found with a cap marked "NOS 1818", for a corner of that certain 285.8 acre tract described in Volume 230, Page 819 of said Real Property Records, the southeast corner of said 344.0 acre tract, and the southeast corner hereof, and from which a 1/2 inch iron rod found with a cap marked "NOS 1818" bears South 89° 04' 12" East a distance of 17.99 feet and a 1/2 inch iron rod found with a cap marked "NOS 1818" bears North 00° 04' 07" West a distance of 30.02 feet;

THENCE along the north line of said 285.8 acre tract and the south line of said 344.0 acre tract, the following 4 courses:

1. North 89° 26' 24" West a distance of 1105.14 feet to a 7 inch cedar fence post found;
2. South 89° 38' 29" West a distance of 1276.47 feet to a 30 inch cedar tree fence corner found;
3. South 89° 58' 38" West a distance of 258.71 feet to a 7 cedar fence corner post found;

EXHIBIT "A"

Page 2 of 3

4. North 82°32'01" West a distance of 147.81 feet to a point in the centerline of a Creek, for the southeast corner of that certain 116.327 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, and the southwest corner hereof, and from which a 20 inch live oak tree found for a corner of said 344.0 acre tract bears North 82°32'01" West a distance of 104.50 feet;

THENCE crossing said 344.0 acre tract along the general meanders of the centerline of said Creek and the east line of said 116.327 acre tract, the following 24 courses:

1. North 07°27'59" East a distance of 3.08 feet to a point;
2. North 10°11'54" East a distance of 15.77 feet to a point;
3. North 30°49'45" East a distance of 43.75 feet to a point;
4. North 17°01'07" East a distance of 54.61 feet to a point;
5. North 52°14'34" East a distance of 41.85 feet to a point;
6. North 37°49'56" East a distance of 52.91 feet to a point;
7. North 15°53'01" East a distance of 102.97 feet to a point;
8. North 36°54'14" East a distance of 88.57 feet to a point;
9. North 11°02'17" East a distance of 131.98 feet to a point;
10. North 21°54'53" West a distance of 38.94 feet to a point;
11. North 01°36'51" West a distance of 39.47 feet to a point;
12. North 39°14'42" East a distance of 48.19 feet to a point;
13. North 09°56'01" East a distance of 14.87 feet to a point;
14. North 16°57'42" West a distance of 43.85 feet to a point;
15. North 08°21'04" East a distance of 84.42 feet to a point;
16. North 02°03'06" East a distance of 86.74 feet to a point;
17. North 22°15'48" East a distance of 69.97 feet to a point;
18. North 10°42'36" West a distance of 27.94 feet to a point;
19. North 15°04'35" East a distance of 28.73 feet to a point;
20. North 31°50'51" East a distance of 28.90 feet to a point;
21. North 25°07'48" East a distance of 43.07 feet to a point;
22. North 15°06'28" East a distance of 106.80 feet to a point;
23. North 26°51'42" East a distance of 55.74 feet to a point;

EXHIBIT "A"

Page 3 of 3

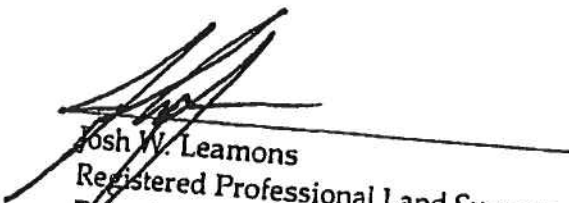
24. North $24^{\circ}36'12''$ East a distance of 203.18 feet to a point in the south line of that certain 162.0 acre tract described in Volume 365, Page 332 of said Real Property Records and the north line of said 344.0 acre tract, for the northeast corner of said 116.327 acre tract and the northwest corner hereof, and from which a 1/2 inch iron rod found for the southwest corner of said 162.0 acre tract and a corner of said 116.327 acre tract bears South $82^{\circ}35'12''$ West a distance of 1776.93 feet;

THENCE North $82^{\circ}35'12''$ East, along the south line of said 162.0 acre tract and the north line of said 344.0 acre tract, at a distance of 133.05 feet pass a 1/2 inch iron rod set, continuing in all a total distance of 2363.75 feet to a 1/2 inch iron rod found in a west line of said 285.8 acre tract, for the southeast corner of said 162.0 acre tract, a corner of said 344.0 acre tract, and the northeast corner hereof;

THENCE South $00^{\circ}18'50''$ East a distance of 1662.86 feet along a west line of said 285.8 acre tract and the east line of said 344.0 acre tract to the POINT OF BEGINNING containing 87.658 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;


Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: April 6, 2018
Job# 18-2498





SEARCHERS LAND SURVEYING, LLC

MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966

P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211

www.searchersls.com

LEGAL DESCRIPTION: Being 116.327 acres of land out of the Thomas Miller Survey No. 440, Abstract No. 500 in Gillespie County, Texas and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas; Said 116.327 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in April 2018:

BEGINNING at an 8 inch cedar fence corner post found for the northeast corner of that certain 416.9 acre tract described in Instrument No. 20083572 of the Official Public Records of Gillespie County, Texas, the northwest corner of that certain 285.8 acre tract described in Volume 230, Page 819 of said Real Property Records, and a corner of said 344.0 acre tract;

THENCE South 89°35'28" West a distance of 1717.01 feet along the north line of said 416.9 acre tract and the south line of said 344.0 acre tract to a 1/2 inch iron rod set, for the southeast corner of that certain 140.000 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, and the southwest corner hereof, and from which a 6 inch pipe fence corner post found for the southwest corner of said 344.0 acre tract bears South 89°35'28" West a distance of 1049.49 feet;

THENCE crossing said 344.0 acre tract along an east and south lines of said 140.000 acre tract, the following 2 courses:

1. North 00°32'34" West a distance of 1618.98 feet to a 1/2 inch iron rod set, for a corner of said 140.000 acre tract and the northwest corner hereof, and from which a 1/2 inch iron rod set bears South 48°58'41" East a distance of 40.10 feet and another bears North 48°58'41" West a distance of 40.10 feet;

EXHIBIT " B "

2. North 82°35'12" East a distance of 1582.38 feet to a 1/2 inch iron rod found in concrete, for the southwest corner of that certain 162.0 acre tract described in said Volume 365, Page 332, a corner of said 344.0 acre tract, and a corner of said 140.000 acre tract;

THENCE North 82°35'12" East, along the south line of said 162.0 acre tract and a north line of said 344.0 acre tract, at a distance of 1597.57 feet pass a 1/2 inch iron rod set, continuing in all a total distance of 1776.93 feet to a point in the centerline of a Creek, for the northwest corner of that certain 87.658 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, and the northeast corner hereof, and from which a 1/2 inch iron rod found for a corner of said 344.0 acre tract and the southeast corner of said 162.0 acre tract bears North 82°35'12" East 2363.75 feet;

THENCE crossing said 344.0 acre tract along the general meanders of the centerline of said Creek and the west line of said 87.658 acre tract, the following 24 courses:

1. South 24°36'12" West a distance of 203.18 feet to a point;
2. South 26°51'42" West a distance of 55.74 feet to a point;
3. South 15°06'28" West a distance of 106.80 feet to a point;
4. South 25°07'48" West a distance of 43.07 feet to a point;
5. South 31°50'51" West a distance of 28.90 feet to a point;
6. South 15°04'35" West a distance of 28.73 feet to a point;
7. South 10°42'36" East a distance of 27.94 feet to a point;
8. South 22°15'48" West a distance of 69.97 feet to a point;
9. South 02°03'06" West a distance of 86.74 feet to a point;
10. South 08°21'04" West a distance of 84.42 feet to a point;
11. South 16°57'42" East a distance of 43.85 feet to a point;
12. South 09°56'01" West a distance of 14.87 feet to a point;
13. South 39°14'42" West a distance of 48.19 feet to a point;
14. South 01°36'51" East a distance of 39.47 feet to a point;
15. South 21°54'53" East a distance of 38.94 feet to a point;
16. South 11°02'17" West a distance of 131.98 feet to a point;
17. South 36°54'14" West a distance of 88.57 feet to a point;
18. South 15°53'01" West a distance of 102.97 feet to a point;
19. South 37°49'56" West a distance of 52.91 feet to a point;
20. South 52°14'34" West a distance of 41.85 feet to a point;
21. South 17°01'07" West a distance of 54.61 feet to a point;

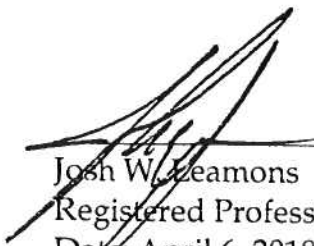
22. South 30°49'45" West a distance of 43.75 feet to a point;
23. South 10°11'54" West a distance of 15.77 feet to a point;
24. South 07°27'59" West a distance of 3.08 feet to a point in the north line of said 285.8 acre tract and the south line of said 344.0 acre tract, for the southwest corner of said 87.658 acre tract and the southeast corner hereof, and from which a 7 inch cedar fence corner post found for a corner of said 344.0 acre tract bears South 82°32'01" East a distance of 147.81 feet;

THENCE along the north and northwest line of said 285.8 acre tract and the south and southeast line of said 344.0 acre tract, the following 4 courses:

1. North 82°32'01" West a distance of 104.50 feet to a 20 inch live oak fence corner found;
2. South 67°32'01" West a distance of 66.24 feet to a 4 inch cedar fence corner post found;
3. South 51°49'00" West a distance of 1122.49 feet to a 6 inch cedar fence corner post found;
4. North 89°16'59" West a distance of 118.11 feet to the POINT OF BEGINNING containing 116.327 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;


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BEGINNING at a 6 inch pipe fence corner post found in the north line of that certain 416.9 acre tract described in Instrument No. 20083572 of the Official Public Records of Gillespie County, Texas, for the southeast corner of that certain 145.0 acre tract described in Volume 370, Page 900 of said Real Property Records, the southwest corner of said 344.0 acre tract, and the southwest corner hereof;

THENCE along the east line of said 145.0 acre tract described in Volume 370, Page 900 of said Real Property Records and the west line of said 344.0 acre tract, the following 3 courses:

1. North 00°36'51" West a distance of 1099.22 feet to a 6 inch cedar fence corner post found;
2. North 00°30'00" West a distance of 1948.01 feet to a 6 inch cedar fence corner post found;
3. North 00°33'51" West a distance of 200.35 feet to a 1/2 inch iron rod found in concrete, for the northeast corner of said 145.0 acre tract (Volume 370, Page 900),

EXHIBIT " C "

a corner of that certain 145.0 acre tract described in Instrument No. 20061839 of said Official Public Records, and a corner of said 344.0 acre tract;

THENCE along an east and south lines of said 145.0 acre tract (Instrument No. 20061839) and the west and north lines of said 344.0 acre tract, the following 2 courses:

1. North 01°08'21" East a distance of 19.66 feet to an 8 inch pine fence corner post found for a corner of said 145.0 acre tract (Instrument No. 20061839), the northwest corner of said 344.0 acre tract, and the northwest corner hereof;
2. North 89°30'53" East a distance of 748.65 feet to a 3 inch pipe fence corner post found for the southeast corner of said 145.0 acre tract (Instrument No. 20061839), the southwest corner of that certain 336.4 acre tract described in Volume 539, Page 612 of said Official Public Records, and a corner of said 344.0 acre tract;

THENCE North 82°10'44" East a distance of 1886.05 feet along the south line of said 336.4 acre tract and the north line of said 344.0 acre tract to a 2.5 inch pipe fence corner post found, for the northwest corner of that certain 162.0 acre tract described in Volume 365, Page 332 of said Real Property Records, a corner of said 344.0 acre tract, and the northeast corner hereof;

THENCE South 00°33'26" East a distance of 1699.61 feet along the west line of said 162.0 acre tract and an east line of said 344.0 acre tract to a 1/2 inch iron rod found in concrete in the north line of that certain 116.327 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, for the southwest corner of said 162.0 acre tract and a corner of said 344.0 acre tract;

THENCE crossing said 344.0 acre tract along the north and west lines of said 116.327 acre tract, the following 2 courses:

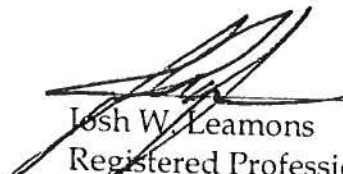
1. South 82°35'12" West a distance of 1582.38 feet to a 1/2 inch iron rod set, for the northwest corner of said 116.327 acre tract and a corner hereof, and from which a 1/2 inch iron rod set bears South 48°58'41" East a distance of 40.10 feet and another bears North 48°58'41" West a distance of 40.10 feet;

2. South $00^{\circ}32'34''$ East a distance of 1618.98 feet to a 1/2 inch iron rod set in the south line of said 344.0 acre tract and the north line of said 416.9 acre tract, for the southwest corner of said 116.327 acre tract and the southeast corner hereof, and from which an 8 inch cedar fence corner post found bears North $89^{\circ}35'28''$ East a distance of 1717.01 feet;

THENCE South $89^{\circ}35'28''$ West a distance of 1049.49 feet along the north line of said 416.9 acre tract and the south line of said 344.0 acre tract to the POINT OF BEGINNING containing 140.000 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

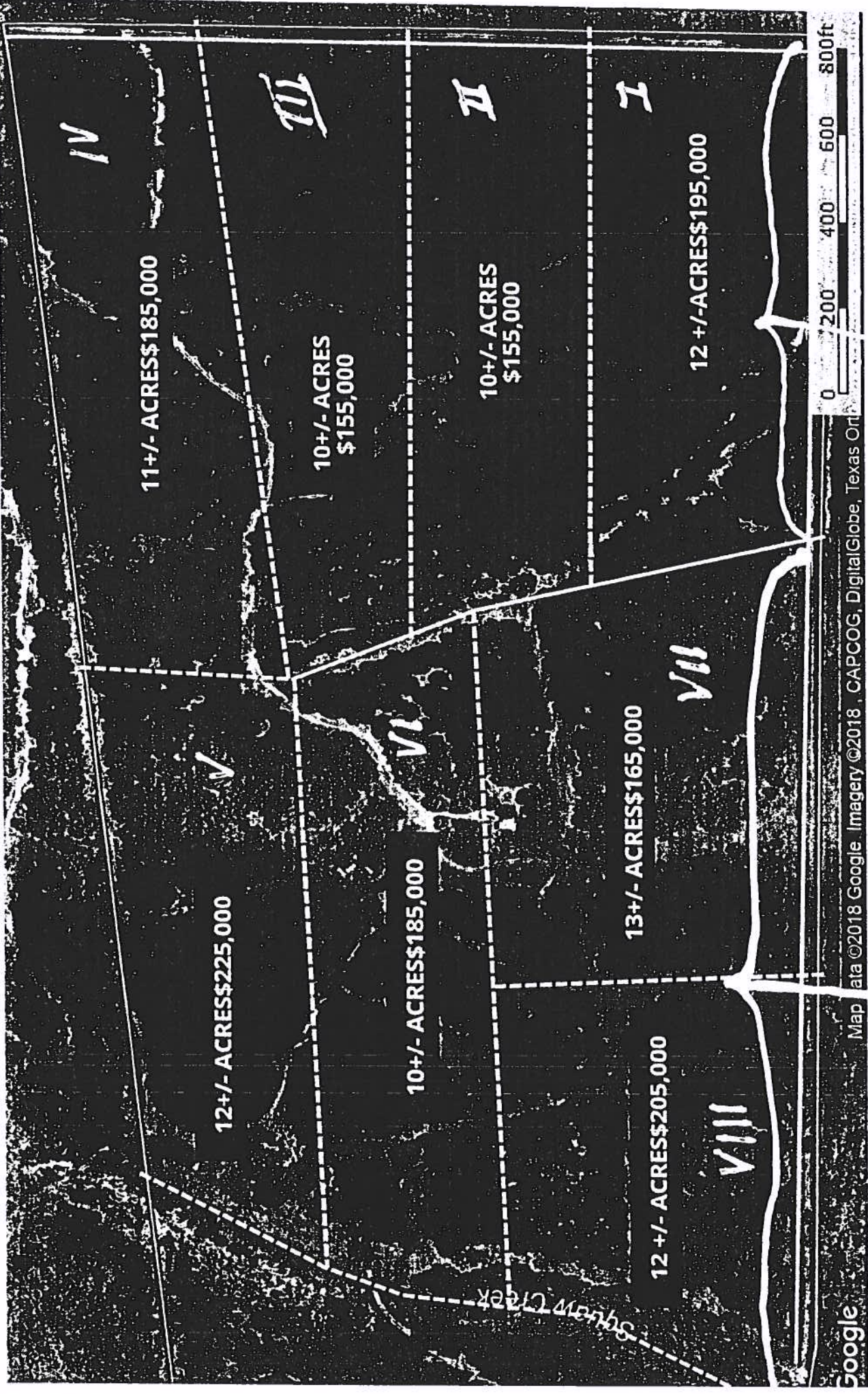
Surveyed by;


Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: April 6, 2018
Job# 18-2498



90 acres Cherry Springs Rd
Gillespie County, Texas, AC +/-

EXHIBIT "D"



Source: Primary Road, Boundary

ROADWAY SEGMENT II

N ↑

ROADWAY SEGMENT I

CU



SEARCHERS LAND SURVEYING, LLC

MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being a 3.826 acre easement out of the Thomas Miller Survey No. 440, Abstract No. 500 in Gillespie County, Texas and being a portion of that certain 344.0 acre tract described in Volume 365, Page 332 of the Real Property Records of Gillespie County, Texas; Said 3.826 acre easement being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in April 2018:

BEGINNING at a 1/2 inch iron rod found with a cap marked "NOS 1818", for a corner of that certain 285.8 acre tract described in Volume 230, Page 819 of said Real Property Records, the southeast corner of that certain 87.658 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, the southeast corner of said 344.0 acre tract, and the southeast corner hereof, and from which a 1/2 inch iron rod found with a cap marked "NOS 1818" bears South 89° 04'12" East a distance of 17.99 feet and a 1/2 inch iron rod found with a cap marked "NOS 1818" bears North 00°04'07" West a distance of 30.02 feet;;

THENCE along the north line of said 285.8 acre tract, the south line of said 344.0 acre tract, and the south line of said 87.658 acre tract, the following 4 courses:

1. North 89°26'24" West a distance of 1105.14 feet to a 7 inch cedar fence post found;
2. South 89°38'29" West a distance of 1276.47 feet to a 30 inch cedar tree fence corner found;

EXHIBIT " E "

3. South 89°58'38" West a distance of 258.71 feet to a 7 inch cedar fence corner post found;
4. North 82°32'01" West a distance of 147.81 feet to a point in the centerline of a Creek, for the southwest corner of said 87.658 acre tract, the southeast corner of that certain 116.327 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, the southeast corner of that certain 4.323 acre easement surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 344.0 acre tract, and the southwest corner hereof;

THENCE crossing said 344.0 acre tract along the general meanders of the centerline of said Creek, the east line of said 4.323 acre easement, the east line of said 116.327 acre tract, and the west line of said 87.658 acre tract, the following 4 courses:

1. North 07°27'59" East a distance of 3.08 feet to a point;
2. North 10°11'54" East a distance of 15.77 feet to a point;
3. North 30°49'45" East a distance of 43.75 feet to a point;
4. North 17°01'07" East a distance of 1.02 feet to a point, for the northeast corner of said 4.323 acre easement and the northwest corner hereof;

THENCE crossing said 344.0 acre tract and crossing said 87.658 acre tract, the following 4 courses:

1. South 82°32'01" East a distance of 125.61 feet to a 1/2 inch iron rod set;
2. North 89°58'38" East a distance of 254.61 feet to a 1/2 inch iron rod set;
3. North 89°38'29" East a distance of 1276.77 feet to a 1/2 inch iron rod set;
4. South 89°26'24" East a distance of 1104.71 feet to a 1/2 inch iron rod set in the east line of said 344.0 acre tract, the west line of said 285.8 acre tract, and the east line of said 87.658 acre tract, for the northeast corner hereof, and from which a 1/2 inch iron rod found bears North 00°18'50" West a distance of 1602.85 feet;

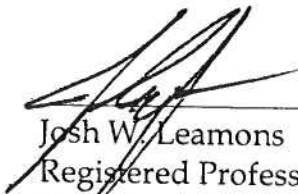
THENCE South 00°18'50" East a distance of 60.01 feet along the east line of said 344.0 acre tract, the west line of said 285.8 acre tract, and the east line of said 87.658 acre tract

Page 3 of 3

to the POINT OF BEGINNING containing 3.826 acres, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;



Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: April 6, 2018
Job# 18-2498