

DALE A. CRENWELGE

TO

THE PUBLIC

SUPPLEMENTAL AND RESTATED DECLARATION OF ROAD MAINTENANCE
AGREEMENT, ROADWAY EASEMENT, AND UTILITY EASEMENT OF SCENIC OAKS
DEVELOPMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

WHEREAS, DALE A. CRENWELGE, is the Declarant under that certain Declaration of Road Maintenance Agreement, Roadway Easement, and Utility Easement of Scenic Oaks Development in Gillespie County, Texas filed as Document No. 20201959 of the Official Public Records of Gillespie County, Texas (the "Declaration"); and

WHEREAS, Scenic Oaks Development is an unplatted subdivision situated in Gillespie County, Texas, comprised of approximately 418.69 acres, part of the following Surveys: B.F.I. & M. Co. Survey No. 175, Abstract No. 761, the C. Schreiner Survey No. 102, Abstract No. 1261, the Rusk Transportation Survey No. 101, Abstract No. 609, the G.B. & C.N.G.R.R. Co. Survey No. 177, Abstract No. 775, the A.B. & M. Survey No. 897, Abstract No. 14, and the C. Schreiner Survey No. 898, Abstract No. 1262, the said 418.69 acre tract more particularly described in the Declaration; and

WHEREAS, pursuant to ARTICLE II. ADDITION OF LAND of the Declaration, Declarant reserved a right to impose the Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property (the "added Property"). Upon such addition, the Declaration and the covenants, conditions, restrictions, obligations, utility and roadway easements set forth in the Declaration shall apply to and inure to the benefit of the added land and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with the respect to the added land as with respect to the lands originally covered by the Declaration; and

WHEREAS, in compliance with the requirements of the Declaration of the addition of land, Declarant provides the following notice:

- a. The added Property that shall be subject to this Declaration shall be that certain 149.20 acre tract of land situated in Gillespie County, Texas, and being a part of Survey No. 102 C. Schreiner, Abstract No. 1262; Survey No. 177 G.B. & C.N.G.R.R. Co., Abstract No. 775; Survey No. 2 C. Schreiner, Abstract No. 1745; and Survey No. 101 Rusk Transportation Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.
- b. The Declaration to which the added Property pertains is that Declaration of Road Maintenance Agreement, Roadway Easement, and Utility Easement of Scenic Oaks

Development dated April 7, 2020 and recorded at Document No. 20201959 of the Official Public Records of Gillespie County, Texas.

- c. All of the provisions of the Declaration shall apply to the 149.2 acre tract of land which has been referenced herein.
- d. Attached hereto as **Exhibit "B"** (Easement #1) and incorporated herein is a centerline description of a 60 foot wide tract of land that was described in Exhibit "B" of the Declaration; attached hereto as **Exhibit "C"** (Easement #2) and **Exhibit "D"** (Easement #3) and incorporated herein is a centerline description of a 60 foot wide tract of land that are additional roadway easement tracts which shall inure to the benefit of the added land and also to the original 418.69 acre tract.
- e. Declarant hereby dedicates the roadways for the common use of all owners of any portion of either the 418.69 acre tract or the 149.20 acre tract.
- f. All of the covenants, conditions and restrictions initially imposed upon the 418.69 acre tract of land shall apply to and inure to the benefit of the added land, and the rights, privileges, duties, and liabilities of the person subject to the Declaration shall be the same with the respect to the added land as with respect to the lands originally covered by the Declaration, including those provisions, conditions and additions as contained in ARTICLE III., ARTICLE IV., ARTICLE V., ARTICLE VI., ARTICLE VII., ARTICLE VIII., ARTICLE IX., ARTICLE X., ARTICLE XI., and ARTICLE XII. of the original Declaration.

NOW THEREFORE, Declarant adopts this Supplemental and Restated Declaration of Road Maintenance Agreement Roadway Easement, and Utility Easement of Scenic Oaks Development, and provides notice:

THAT, DALE A. CRENWELGE, is the developer of those certain tracts of land known as SCENIC OAKS DEVELOPMENT (hereinafter referred to as the "Subdivision"), an unplatted subdivision situated in Gillespie County, Texas, comprising approximately 418.69 acres part of the following surveys: B.F.I. & M. Co. Survey No. 175, Abstract No. 761, the C. Schreiner Survey No. 102, Abstract No. 1261, the Rusk Transportation Survey No. 101, Abstract No. 609, the G.B. & C.N.G.R.R. Co. Survey No. 177, Abstract No. 775, the A.B. & M. Survey No. 897, Abstract No. 14, and the C. Schreiner Survey No. 898, Abstract No. 1262; said 418.69 acre tract of land more particularly described in Document No. 20201959 filed in the Official Public Records of Gillespie County, Texas, and that 149.20 acre tract of land situated in Gillespie County, Texas, and being a part of Survey No. 102 C. Schreiner, Abstract No. 1262; Survey No. 177 G.B. & C.N.G.R.R. Co., Abstract No. 775; Survey No. 2 C. Schreiner, Abstract No. 1745; and Survey No. 101 Rusk Transportation Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes, the "Property", as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided tracts situated within the Property, does hereby adopt

and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described Property therein, which easements, restrictions, 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 easements, restrictions, 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 restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to DALE A. CRENWELGE, his successors and assigns, if successors or assigns should acquire substantially all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

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

"Managing Owner" shall mean DALE A. CRENWELGE or such other Owner who, pursuant to the terms and provisions of Article IV of this Agreement (dealing with Managing Owner) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Managing Owner in this Agreement.

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Tract, or any subdivision of a Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Property" shall mean and refer to that certain unplatted subdivision known as SCENIC OAKS DEVELOPMENT (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprising approximately 418.69 acres part of the following surveys: B.F.I. & M. Co. Survey No. 175, Abstract No. 761, the C. Schreiner Survey No. 102, Abstract No. 1261, the Rusk Transportation Survey No. 101, Abstract No. 609, the G.B. & C.N.G.R.R. Co. Survey No. 177, Abstract No. 775, the A.B. & M. Survey No. 897, Abstract No. 14, and the C. Schreiner Survey No. 898, Abstract No. 1262; said 418.69 acre tract of land more particularly described in Document No. 20201959 filed in the Official Public Records of Gillespie County, Texas, and that 149.20 acre tract of land situated in Gillespie County, Texas, and being a part of Survey No. 102 C. Schreiner, Abstract No. 1262; Survey No. 177 G.B. & C.N.G.R.R. Co., Abstract No. 775; Survey No. 2 C. Schreiner, Abstract No. 1745; and Survey No. 101 Rusk Transportation Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

"Tract" shall mean any subdivision of the Property resulting in parcels out of the Property.

ARTICLE II.

ADDITION OF LAND

Section 1. Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not the obligation at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property (the "added Property"). Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, obligations, utility and roadway easements set forth herein shall apply to and inure to the benefit of the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Gillespie County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land;
- (c) A legal description of the added land;
- (d) A conveyance of an access easement over the roadway or roadways; and
- (e) Any covenants, conditions, or restrictions that are different or unique to the added land.

ARTICLE III.

ROADWAY EASEMENTS

3.01 Attached hereto as **Exhibit "B", Exhibit "C" and Exhibit "D"** and incorporated herein is a centerline description of a sixty (60) foot wide tract of land ("roadway tract").

3.02. Declarant will construct the streets and roads over the roadway tract which provide ingress, egress and regress to the Properties (the "Roadway or Roadways"). Declarant hereby dedicates the Roadways for the common use of all Owners, and does hereby grant to all

such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadways, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon and out of said way (the "Roadway Easement"). The right to use and enjoy the Roadway Easement shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Declarant, the Declarant's successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and the added Property and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use.

3.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY TRACT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE PROPERTY.

3.04 ALL ROADWAYS PROVIDING ACCESS TO THE SCENIC OAKS DEVELOPMENT AND SCENIC OAKS SOUTH DEVELOPMENT, AN UNPLATTED SUBDIVISION IN GILLESPIE COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY FOR ACCESS TO THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

3.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner.

ARTICLE IV.

MAINTENANCE AGREEMENT

4.01 Each Owner agrees to pay all assessments which may be made on their respective Tract for the purpose of maintaining, repairing and replacing a roadway upon the roadway tract. These expenses (herein "maintenance expenses") may include, but shall not be limited to, (1) the

reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, proposed concrete slab and culverts as an all-weather roadway, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

4.02 Beginning January 1, 2021, the Owner of each Tract of land out of the Property shall pay to the Managing Owner \$300.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the roadway.

4.03 If any of the Tracts are divided by an Owner of a Tract, the maintenance assessment shall be a charge upon each of the resulting tracts after the division.

4.04 In the event the Managing Owner has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Gillespie Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary 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 an extraordinary maintenance expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the acreage within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the acreage in the Property in attendance at a quorum shall be required for the approval of an extraordinary maintenance assessment.

4.05 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment to the Managing 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 defaulting Owner's maintenance 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 maintenance 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.

MANAGING OWNER

5.01 Term of Office. Except as otherwise provided in this Article IV, the term of office for the Managing Owner shall commence upon the effective date of this Agreement and shall end upon the earliest of the following dates:

Two (2) years from commencement of the term of office, the date of death of the Managing Owner, the effective date of the resignation of the Managing Owner, the date of removal from office in accordance with the terms and provisions of Section 4.02, or the expiration of the maintenance term of this Agreement.

5.02 Resignation or Removal From Office. The Managing Owner, in the sole and absolute discretion of the Managing Owner, may resign effective as of thirty (30) days next following written notice to all other Owners. The Managing Owner may be removed from office without cause by the Owners representing at least two-thirds (2/3rds) of the total acreage within the Property.

5.03. Election of Successor of Managing Owner. Upon expiration of the term of office or the resignation or removal from office of the Managing Owner, any Owner may, upon ten (10) calendar days written notice to all other Owners, call a meeting of Owners for the purpose of appointing a successor Managing Owner. The successor Managing Owner must be an Owner and the appointment of a successor Managing Owner shall require approval of the Owners representing more than fifty percent (50%) of the total acreage of the Property.

5.04. Accounting. On or before January 31 of each calendar year, the Managing Owner shall provide an accounting in writing to all of the Owners of the receipts and expenses for the prior calendar year, supported by evidence of the source of the receipt and the statement and/or invoice for any expense incurred.

ARTICLE VI.

EASEMENTS – UTILITY

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and its successor and/or assigns, perpetual easements (the "Utility Easements") for the installation and maintenance of underground utilities and all necessary appurtenances thereto, along and within, (i) the Roadway Easement, (ii) ten (10) feet along and outside of all boundaries of the Roadway Easement, (iii) ten (10) feet of the rear, front and side boundary lines of all Tracts, and (iv) twenty (20) feet along the entire perimeter boundary of the Subdivision; with the authority to place, construct, operate, maintain, relocate and replace underground utility lines, systems and equipment thereon for electrical, cable TV, fiber optic, internet, telephone and other forms of communications and services. Nothing shall be placed or permitted to remain within the

easement areas which may damage or interfere with the installation and maintenance of utilities. Utility providers shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right to ingress to, and egress from, easement areas, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, operation or maintenance of utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

Section 2. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the easements described in this Article IV for the purpose of more efficiently and economically installing any Improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, (i) to grant, dedicate, reserve or otherwise create easements for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, internet, and fiber optic) in favor of any person or entity furnishing or to furnish utility services to the Property, but only to the extent reasonably necessary and appropriate, and (ii) to execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any and all instruments and documents that may be required by any provider of such utilities.

ARTICLE VII.

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 January 1, 2051, 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 two-thirds (2/3rds) of the total acreage in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

ARTICLE VIII.

ENFORCEMENT

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of 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.

ARTICLE IX.

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

ARTICLE X.

AMENDMENT

The Owners (but expressly excluding their respective mortgagee's, if any) of at least 80% of the acreage 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.

ARTICLE XI.

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.

ARTICLE XII.

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the Managing Owner, the Owners and their respective heirs, successors and assigns.

EXECUTED this _____ day of _____, 2020.

DALE A. CRENWELGE

CJB/emh/REAL ESTATE/Restrictions

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

 This instrument was acknowledged before me on this the ____ day of _____,
2020, by DALE A. CRENWELGE.

Notary Public, State of Texas

Exhibit "A"

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge

FIELD NOTES TO DESCRIBE

A 149.20 Acre Tract of land being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, being approximate acres out of original surveys as follows:

Survey No.	Abstract No.	Original Grantee	Acres
102	1261	C. Schreiner	89.62
177	775	G. B. & C. N. G. R.R. Co.	32.34
2	1745	C. Schreiner	8.53
101	609	Rusk Transportation Co.	18.71

and out of a 567.89 Acre Tract (surveyed September 8, 2015) conveyed from Beauregard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin set under fence in the East line of a 568 Acre Tract (Document #20150895, Real Property Records) and the West line of said 567.89 Acre Tract for the Southwest corner of a 200.00 Acre Tract (this day surveyed) and the Northwest corner of this tract from which an 8" cedar post found for an angle point of said 567.89 Acre Tract and said 200.00 Acre Tract bears N 00° 35' 41" W 985.00 feet from which a 5/8" iron pin previously set by an 8" cedar post for the Northwest corner of said 567.89 Acre Tract and said 200.00 Acre Tract bears N 00° 18' 54" W 2275.69 feet;

THENCE: Crossing said 567.89 Acre Tract with the center of a road and the Southwest line of said 200.00 Acre Tract and a 218.70 Acre Tract (this day surveyed) and the Northeast line of this tract as follows:

S 47° 13' 45" E 863.86 feet to an angle point;

S 53° 58' 51" E 1856.57 feet to the Southeast corner of said 200.00 Acre Tract and the Southwest corner of said 218.70 Acre Tract and an angle point of this tract from which a 5/8" iron pin set in the common line of said two tracts bears N 00° 55' 00" W 30.00 feet;

S 53° 58' 50" E 308.04 feet to an angle point;

S 53° 58' 51" E 463.24 feet to an angle point;

S 57° 37' 52" E 1287.72 feet to an angle point;

S 60° 18' 12" E 576.00 feet to an angle point;

S 47° 34' 10" E 196.80 feet to an angle point;

S 53° 45' 07" E 188.02 feet to an angle point;

149.20 Acres – Dale Crenwelge

S 56° 12' 06" E 201.81 feet to the Southeast corner of said 218.70 Acre Tract an angle point of this tract;

THENCE: With the Southwest line of a 58.7 Acre Tract (Volume 163, Page 391, Deed Records) as follows:

S 17° 11' 17" E 61.40 feet to an angle point;

S 63° 34' 44" E 1418.75 feet to an angle point;

S 44° 54' 25" E 50.08 feet to a 3" pipe post found in the West line of Zenner-Ahrens Road for the lower Northeast corner of said 567.89 Acre Tract and of this tract;

THENCE: With fence and the West line of said road and the East line of said 567.89 Acre Tract and of this tract as follows:

S 01° 51' 06" W 85.97 feet to a 22" Live Oak stump found for an angle point;

S 05° 10' 23" E 167.44 feet to a 3" pipe post found for the East corner of a 4.61 Acre Tract (Document #20154214, Real Property Records, surveyed September 8, 2015), the Northeast corner of a 1.22 Acre Tract (Volume 180, Page 899, Deed Records), and the Southeast corner of said 567.89 Acre Tract and of this tract;

THENCE: N 72° 55' 07" W 1083.66 feet to a 5/8" iron pin previously set for the West corner of said 4.61 Acre Tract, the North corner of a 3.54 Acre Tract (Document #20154214, Real Property Records, surveyed September 8, 2015) and an angle point of said 567.89 Acre Tract and of this tract;

THENCE: S 50° 26' 05" W 167.80 feet to a steel post found in rock for the West corner of said 3.54 Acre Tract and a South corner of said 567.89 Acre Tract and of this tract;

THENCE: With the Northeast line of a 268.68 Acre Tract (Document #20080433, Real Property Records) and the Southwest line of said 567.89 Acre Tract and of this tract as follows:

N 38° 17' 39" W 1661.70 feet with fence to a 1/2" iron pin found for an angle point;

N 57° 57' 26" W 1380.17 feet with the Southwest line of a 30-foot Road Easement (Volume 128, Page 394, Deed Records, Volume 124, Page 630, Deed Records, Volume 161, Page 334, Deed Records, and Volume 161, Page 340, Deed Records) to a 1/2" iron pin found by a 2" pipe post for an angle point;

N 53° 46' 52" W 526.23 feet continuing with said easements as stated to a 1/2" iron pin found by a 2" pipe post found for the North corner of said

149.20 Acres – Dale Crenwelge

268.68 Acre Tract and an interior corner of said 567.89 Acre Tract and of this tract;

THENCE: With fence and the Northwest line of said 268.68 Acre Tract and a Southeast line of said 567.89 Acre Tract and of this tract as follows:

S 48° 38' 26" W 1128.01 feet to an angle point;

S 61° 25' 24" W 498.84 feet, at 31.28 feet pass a found 2" pipe post, continuing to a 1/2" iron pin found by a 2" pipe post for the Northwest corner of said 268.68 Acre Tract, and an angle point of said 567.89 Acre Tract and of this tract;

THENCE: S 09° 18' 21" W 2046.20 feet with fence to a 1/2" iron pin found by a 2" pipe post found for the Southwest corner of said 268.68 Acre Tract and the Southeast corner of said 567.89 Acre Tract and of this tract;

THENCE: S 89° 49' 35" W 692.79 feet with fence and the North line of a 122.9 Acre Tract (Document 20124093, Real Property Records) to a 1/2" iron pin found by a 6" creosote post for the Northwest corner of said 122.9 Acre Tract and the Southwest corner of said 567.89 Acre Tract and of this tract;

THENCE: N 00° 35' 41" W 4887.86 feet with fence and the East line of a 491.014 Acre Tract (Document #20125442, Real Property Records) and a 568 Acre Tract (Document #20150695, Real Property Records) and the West line of said 567.89 Acre Tract to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 22nd day of September 2017.

Keith Howard

Keith Howard, R.P.L.S. No. 5949
Howard Surveying, LLC
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



Exhibit "B"

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge
60-foot Road Easement

FIELD NOTES TO DESCRIBE

A 60-foot Road Easement being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee, and being out of a 567.89 Acre Tract conveyed from Beauregard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being 30 feet left of and 30 feet right of the centerline more particularly described as follows:

BEGINNING: At the East terminus of this easement in the West line of Zenner-Ahrens Road and East line of said 567.89 Acre Tract from which a 3" pipe post found for an exterior corner of said 567.89 Acre Tract bears N 01° 51' 06" E 41.18 feet;

THENCE: Along the centerline of this easement as follows:

N 44° 54' 24" W 73.36 feet to an angle point;

N 63° 34' 44" W 1426.67 feet to an angle point;

N 17° 11' 17" W 65.90 feet to an angle point;

N 48° 18' 04" W 215.23 feet to an angle point;

Continuing along the centerline of this easement with the Southwest line of a 20.49 Acre Tract (Tract 17, this day surveyed) and a 20.01 Acre Tract (Tract 16, this day surveyed) as follows:

N 53° 45' 07" W 164.23 feet to an angle point;

N 47° 34' 10" W 196.80 feet to an angle point;

N 60° 18' 12" W 576.00 feet to an angle point;

N 57° 37' 52" W 1287.72 feet to an angle point;

N 53° 58' 51" W 463.24 feet to the Northwest corner of Tract 17, the Southwest corner of Tract 16, and an angle point of this easement;

N 53° 58' 50" W 824.51 feet to a 5/8" iron pin set for the Northwest corner of Tract 15, the Southwest corner of a 20.03 Acre Tract (Tract 15, this day surveyed), the Southeast corner of a 20.50 Acre Tract (Tract 1, this day surveyed), and an angle point of this easement;

THENCE: Continuing along the centerline of this easement with the East line of Tract 1, a 20.97 Acre Tract (Tract 2, this day surveyed), a 20.63 Acre Tract (Tract 3, this day surveyed), a 20.22 Acre Tract (Tract 4, this day surveyed), a 20.40 Acre Tract (Tract 5, this day surveyed), and a 20.39 Acre Tract (Tract 6, this day surveyed) and the West line of Tract 15, a 20.09 Acre Tract (Tract 14, this day surveyed), a 20.07 Acre Tract (Tract 13, this day surveyed), a 20.04 Acre Tract (Tract 12, this day surveyed), a 20.08 Acre Tract (Tract 11, this day surveyed), a 20.04 Acre Tract (Tract 10, this day surveyed), and a 20.77 Acre Tract (Tract 9, this day surveyed) as follows:

N 25° 40' 23" E 185.56 feet to an angle point;

N 03° 21' 16" E 211.91 feet to an angle point;

60-foot Road Easement – Dale Crenwelge

N 17° 57' 08" E 191.61 feet, at 55.80 feet pass the Northwest corner of Tract 15 and the Southwest corner of Tract 14, continuing to an angle point of this easement;

N 03° 36' 44" W 355.35 feet, at 322.01 feet pass the Northwest corner of Tract 14 and the Southwest corner of Tract 15, continuing to an angle point of this easement;

N 40° 05' 25" E 193.84 feet to the Northeast corner of Tract 1, the Southeast corner of Tract 2, and an angle point of this easement;

N 26° 42' 26" E 539.55 feet, at 340.76 feet pass the Northwest corner of Tract 13 and the Southwest corner of Tract 12 and at 517.41 feet pass the Northeast corner of Tract 2 and the Southeast corner of Tract 3, continuing to an angle point of this easement;

N 05° 38' 23" W 169.63 feet to an angle point of this easement;

N 52° 36' 57" W 349.70 feet, at 308.65 feet pass the Northwest corner of Tract 12 and the Southwest corner of Tract 11, continuing to an angle point of this easement;

N 05° 01' 02" W 964.05 feet, at 22.88 feet pass the Northeast corner of Tract 3 and the Southeast corner of Tract 4, at 443.94 feet pass the Northwest corner of Tract 11 and the Southwest corner of Tract 10, at 486.624 feet pass the Northeast corner of Tract 4 and the Southeast corner of Tract 4, and at 903.58 feet pass the Northwest corner of Tract 10 and the Southwest corner of Tract 9 continuing to the Northeast corner of Tract 5 and the Southeast corner of Tract 6, and an angle point of this easement;

N 06° 49' 45" E 273.22 feet to the Northeast corner of Tract 6, the Southeast corner of a 55.31 Acre Tract (Tract 7, this day surveyed), the Southwest corner of a 58.64 Acre Tract (Tract 8, this day surveyed), the Northwest corner of Tract 9, and the North terminus of this easement in center of a 60-foot radius cul-de-sac from which a 5/8" iron pin set for the Northeast corner of Tract 9 and the Southeast corner of Tract 8 bears N 81° 21' 27" E 1907.69 feet from which a 1/2" iron pin found by 6" cedar post for the upper Northeast corner of said 567.89 Acre Tract bears N 00° 55' 01" W 1223.83 feet.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 5th day of February 2020.

Keith Howard
Keith Howard, R.P.L.S. No. 5949
Howard Surveying
TBPLS Firm No. 10125700
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



REVISED: April 29, 2020 *MB*

Exhibit "C"

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge
60-foot Road Easement #2

FIELD NOTES TO DESCRIBE

A 60-foot Road Easement #2 being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee, and being out of a 567.89 Acre Tract conveyed from Beauregard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being 30 feet left of and 30 feet right of the centerline more particularly described as follows:

BEGINNING: At a 5/8" iron pin set for the Southwest corner of a 20.03 Acre Tract (Tract 15, this day surveyed), the Northwest corner of a 20.01 Acre Tract (Tract 16, this day surveyed), the Southeast corner of a 20.50 Acre Tract (Tract 1, this day surveyed), and angle point of the centerline of a 60-foot Road Easement (this day surveyed), and the East terminus of this easement;

THENCE: With the Southwest line of Tract 1 and a 20.97 Acre Tract (Tract 2, this day surveyed) and along the centerline of this easement as follows:

N 53° 58' 51" W 1340.10 feet to an angle point;

N 47° 13' 45" W 822.60 feet, at 406.37 feet pass the Northwest corner of Tract 1 and the Southwest corner of Tract 2, continuing to an angle point of this easement from which a 5/8" iron pin set for an angle point of Tract 2 bears N 47° 13' 45" W 41.27 feet;

THENCE: N 00° 35' 41" W 552.33 feet 30 feet right of an parallel to the West line of said 567.89 Acre Tract and Tract 2 and a 20.63 Acre Tract (Tract 3, this day surveyed) to the North terminus of this easement from which a 5/8" iron pin set for the Northwest corner of Tract 3 bears N 30° 55' 22" W 59.41 feet.

Bearings shown herein are from GPS observations Texas Coordinate System NAD [83].

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 5th day of February 2020.

Keith Howard
Keith Howard, R.P.L.S. No. 5949
Howard Surveying
TBPLS Firm No. 10125700
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



Exhibit "D"

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge
60-foot Road Easement #3

FIELD NOTES TO DESCRIBE

A 60-foot Road Easement #3 being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee and Survey No. 177, Abstract No. 775, G. B. & C. N. G. R.R. Co., original grantee, and being out of a 567.89 Acre Tract conveyed from Beauregard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being 30 feet left of and 30 feet right of the centerline more particularly described as follows:

BEGINNING: At the East terminus of this easement in the West line of Zenner-Ahrens Road and East line of said 567.89 Acre Tract from which a 3" pipe post found for an exterior corner of said 567.89 Acre Tract bears N 01° 51' 06" E 41.18 feet;

THENCE: Along the centerline of this easement as follows:

N 44° 54' 24" W 73.36 feet to an angle point;

N 63° 34' 44" W 1426.67 feet to an angle point;

N 17° 11' 17" W 65.90 feet to an angle point;

N 48° 18' 04" W 215.23 feet to an angle point;

Continuing along the centerline of this easement with the Southwest line of a 20.49 Acre Tract (Tract 17, surveyed February 5, 2020), a 20.01 Acre Tract (Tract 16, surveyed February 5, 2020), and a 20.50 Acre Tract (Tract 1, surveyed February 5, 2020) as follows:

N 53° 45' 07" W 164.23 feet to an angle point;

N 47° 34' 10" W 196.80 feet to an angle point;

N 60° 18' 12" W 576.00 feet to an angle point;

N 57° 37' 52" W 1287.72 feet to an angle point;

N 53° 58' 51" W 463.24 feet to the Northwest corner of Tract 17, the Southwest corner of Tract 16, the East corner of a 10.43 Acre Tract (Tract 18, this day surveyed), and an angle point of this easement;

N 53° 58' 50" W 824.51 feet with the Northeast line of Tract 18 and a 10.09 Acre Tract (Tract 19, this day surveyed) to a 5/8" iron pin set for the Northwest corner of Tract 16, the Southwest corner of a 20.03 Acre Tract (Tract 15, surveyed February 5, 2020), the Southeast corner of a 20.50 Acre Tract (Tract 1, surveyed February 5, 2020), and an angle point of Tract 19 and of this easement;

N 53° 58' 51" W 1338.10 feet with the Northeast line of Tract 19 and a 10.03 Acre Tract (Tract 20, this day surveyed) to a 5/8" iron pin set for the North corner of Tract 20 and an intersection of this easement;

THENCE: Continuing along said centerline with the West line of Tract 20 and a 16.97 Acre Tract (Tract 23, this day surveyed) and the East line of an 11.78 Acre Tract (Tract 21, this day surveyed), a 12.31 Acre Tract (Tract 22, this day surveyed), and a 10.19 Acre Tract (Tract 24, this day surveyed), and the Northeast line of a 19.29 Acre Tract (Tract 25, this day surveyed) and a 21.90 Acre Tract (Tract 26, this day surveyed) as follows:

60-foot Road Easement #3 – Dale Crenweige

S 17° 27' 45" W 62.05 feet to an angle point;
S 06° 09' 56" W 115.74 feet to an angle point;
S 05° 52' 52" E 338.35 feet to an angle point;
S 09° 34' 26" W 203.13 feet to an angle point;
S 02° 46' 14" E 74.83 feet to an angle point;
S 19° 20' 44" E 63.01 feet to an angle point;
S 26° 00' 15" E 64.01 feet to an angle point;
S 17° 30' 27" E 66.12 feet to an angle point;
S 03° 14' 30" E 51.85 feet to an angle point;
S 02° 35' 37" W 89.06 feet to an angle point;
S 12° 57' 12" E 53.44 feet to an angle point;
S 43° 37' 26" E 81.36 feet to an angle point;
S 26° 15' 30" E 59.58 feet to an angle point;
S 09° 21' 25" E 114.21 feet to an angle point;
S 01° 34' 30" E 387.91 feet to an angle point;
S 13° 01' 09" E 171.48 feet to an angle point;
S 00° 15' 53" E 135.96 feet to an angle point;
S 49° 01' 41" E 312.73 feet to a 1/2" iron pin found by 2" pipe post for the
South corner of Tract 23, the Northeast corner of Tract 26, and the South
terminus of this easement.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note
description and accompanying plat were prepared
from an actual survey performed on the ground,
under my supervision and that to the best of my belief
and knowledge they are true and correct.

This the 4th day of August 2020.

Keith Howard

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