

COVENANT FOR ROAD MAINTENANCE COSTS
FOR
LONE MESA RANCH ROADS

THIS COVENANT FOR ROAD MAINTENANCE COSTS (this "Covenant") is made this 3rd day of December, 2018 (the "Effective Date"), by Clay Signor, a Manager of New Rumley Ranch, LLC (the "Declarant").

RECITALS

This Covenant is filed with respect to certain real property located in Lampasas County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"). Declarant is the owner of the Property.

Declarant intends to develop the Property into approximately seventy (70) separately identified tracts (each a "Tract," and collectively the "Tracts").

Declarant has constructed a certain roadway, twelve to twenty feet wide, within the access easement more particularly described on Exhibit B attached hereto and incorporated herein (the "Road") that will benefit the Tracts.

Declarant desires to establish a plan and procedures for the maintenance, repair and replacement of the Road pursuant to the provisions of this Covenant.

NOW, THEREFORE, Declarant hereby declares that the Property is and will be held, used, occupied, improved, encumbered, leased, sold and conveyed subject to the covenants, conditions, restrictions and other terms of this Covenant. This Covenant will run with the title to the Property and be binding on any individual, corporation, partnership, limited liability company, trust or other entity (singularly a "Person," and collectively "Persons") having any right, title or interest in all or any portion of the Property, and each of their respective heirs, personal representatives, successors, transferees and assigns, and will inure to the benefit of each owner of any portion of the Property.

ARTICLE I
DESCRIPTION OF THE FUND AND VOTING RIGHTS

1.1. Purpose. "Fund" means Lone Mesa Road Maintenance Fund, Inc., a Texas non-profit corporation. This Covenant is binding upon the Fund, its successors and assigns. The Fund is a means through which each owner, now holding all or part of the fee simple interest in any Tract, as well as anyone that may in the future have an interest in any portion of the Property (singularly, an "Owner," and collectively, the "Owners"), will contribute to the cost of maintaining, repairing, and replacing the Road. "Development Period" means the period of time beginning on the date when this Covenant has been recorded in the official record of real property of Lampasas County, Texas (the "Records"), and ending fifteen (15) years thereafter, unless earlier terminated by a recorded instrument executed by the Declarant. Throughout the Development Period, Declarant may adopt the governance documents of the Fund that will have a legal and binding effect on all Owners either in its capacity as Declarant or in the name of the Fund, including, without limitation, this Covenant, the certificate of formation, the bylaws, and all other governing documents of the

Fund, as each of the foregoing may be amended and supplemented from time to time (the "Governance Documents").

1.2. Organization. The Fund is a Texas nonprofit corporation created under the Texas Business Organizations Code (the "TBOC") by the filing of the certificate of formation. The Fund is charged with the duties and vested with the powers of a Texas nonprofit corporation. In addition, the Fund will have such rights, duties and powers as set forth in the Governance Documents and the Texas Property Code. The Fund shall continue to exist until it is terminated in accordance with the TBOC.

1.3. Membership.

(a) Owners as Members. Each Owner is a member (a "Member") by virtue of ownership of a Tract. If more than one Person owns a Tract, then the vote for such Tract will be exercised by the Person that the Owner designates in writing to the Fund. Membership rights of a legal entity may be exercised by any officer, director, partner, member or other individual that the Owner designates in writing to the Fund. Membership is appurtenant to and runs with the ownership of a Tract. Membership may not be severed from the ownership of the Tract or transferred, pledged or mortgaged, except together with the title to such Tract. Membership of an Owner terminates upon such Owner's divestment of its Tract.

(b) Declarant as Member. Until termination or expiration of the Development Period, the Declarant shall be a Member of the Fund and membership shall not be conditioned upon ownership of all or any portion of the Property.

1.5 Vote Allocation.

(a) Owners. Each Tract will be allocated one (1) vote to be exercised by the Owner of such Tract. If a Tract is re-subdivided into two (2) or more Tracts, each Tract resulting from the re-subdivision will be entitled to one (1) vote, and each Tract will be subject to separate Assessments. If two (2) or more Tracts are consolidated for any purpose including construction of a single residence thereon, then the Tract resulting from the consolidation will be entitled to one (1) vote and be subject to Assessments for two (2) Tracts.

(b) Declarant. In addition to the votes to which Declarant is entitled by reason of Section 1.5(a), for every one (1) vote outstanding in favor of any Owner or entity other than Declarant, Declarant will have four (4) additional votes until the date Declarant no longer owns any portion of the Property.

ARTICLE II FUND OPERATIONS

2.1. Rights and Powers of the Fund. In addition to other rights set forth in this Covenant and the other Governance Documents, the Fund, acting through the Board unless a vote of the Members is otherwise specified, will have all the rights of a Texas non-profit corporation, including the following rights and powers:

- (a) Assessments. Levy and collect Assessments pursuant to Article 3 below.
- (b) Legal and Accounting Services. Retain and pay for legal, accounting and other professional services necessary for the proper operation of the Fund.
- (c) Contracts. Enter into contracts on such terms as the Board may determine for services relating to operations of the Fund or necessary and appropriate to the maintenance, repair or replacement of the Road.
- (d) The Fund shall have the right to do any and all acts necessary to facilitate the purposes of this Covenant.

ARTICLE III ASSESSMENTS AND FINANCES

3.1. Purpose. The Fund shall be responsible and provide for the maintenance, repair and replacement of the Road. The Fund will use assessments (the "Assessments") paid by Owners to the Fund for payment of all third party, out-of-pocket costs and expenses incurred by the Fund in connection with the maintaining, repairing, and replacing the Road, managing and operating the Fund, maintaining insurance, and any other expenses reasonably related to the purpose of the Fund.

3.2. Obligation for Assessments. Assessments on a particular Tract commence on the first day an Owner acquires the Tract.

Personal Obligation. By accepting title to a Tract, each Owner covenants and agrees to pay all Assessments authorized in the Governance Documents. All Assessments, late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Tract until paid in full; provided, an Owner shall not be liable for fees of a collection agent retained by the Fund except as provided in Tex. Prop. Code §209.0064. Upon a transfer of title to a Tract, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of transfer. The initial assessment will be \$150.00 per year.

No Owner may exempt himself or herself from liability for Assessments by non-use of the Road, abandonment of his or her Tract, or otherwise. All portions of the Property owned by Declarant or an affiliate of Declarant shall be exempt from the payment of Assessments.

3.3. Notice of Budgets and Assessments. All Assessments shall be levied equally among all Tracts and shall be payable in the manner and at the times as the Board determines and Assessments for items which would be considered capital in nature may be payable in installments extending beyond the year in which the Assessments are approved. The Board shall send a copy or summary of the budget for Assessments, together with notice of the amount of Assessments to be levied pursuant to such budget to each Owner. The Board may revise the budget any time (including if sums collected prove inadequate for any reason, including for nonpayment of any Assessment), subject to the same notice requirements set forth in this Section 3.5.

3.4. Lien for Assessments. The Fund shall have a lien against each Tract to secure payment of Assessments, interest, late charges, and costs of collection (including reasonable attorneys' fees and expenses). Such lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments and other levies which by Texas law are superior, and (ii) the lien or charge of any recorded mortgage made in good faith and for value having priority over all other mortgages on the Tract.

Although no further action is required to create or perfect the lien, the Fund may, as further evidence and notice of the lien, execute and record a document setting forth as to any Tract the amount of the delinquent sums due the Fund at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Fund to execute and record any such document shall not affect the validity, enforceability or priority of the lien.

3.5. Enforcement of Lien. The Fund's lien may be foreclosed through judicial foreclosure proceedings, mediation ordered by a court pursuant to Sec. 154.028 of the Civil Practice and Remedies Code or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property, after compliance with the procedures set forth in Chapters 51 and 209 of the Tex. Prop. Code, if applicable. Each Owner hereby grants to the Fund a power of sale to be exercised in accordance with Tex. Prop. Code Section 51.002, as it may be amended. The Fund shall not foreclose its lien if the debt secured by the lien consists solely of (i) fines or attorneys' fees associated with fines, (ii) charges related to the compilation, production or reproduction of information requested pursuant to the Owner's right to inspect the Fund's books and records, or (iii) charges related to the cost of an election recount.

The Fund may bid for the Tract at the foreclosure sale and acquire, hold, lease, mortgage and convey the Tract. While a Tract is owned by the Fund following foreclosure, (i) no right to vote shall be exercised on the Tract's behalf; and (ii) each other Tract shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged against such foreclosed Tract had it not been acquired by the Fund.

The Fund may sue an Owner or former Owner of a Tract for unpaid Assessments and other charges authorized in the Governance Documents without foreclosing or waiving the lien securing same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

3.6. Effect of Sale or Transfer. Sale or transfer of any Tract shall not affect the Assessment lien or relieve such Tract from the lien for any subsequent Assessments, except that a sale or transfer pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the Fund's lien for Assessments that became payable prior to such sale or transfer. A purchaser at a foreclosure sale or subsequent Owner of the foreclosed Tract shall not be personally liable for Assessments on such Tract due prior to such foreclosure. Notwithstanding the foregoing, a foreclosure of a Tract shall not extinguish the Fund's claim for unpaid Assessments against the former Owner of the Tract who was the Owner at the time such Assessments became payable.

ARTICLE IV SUBORDINATION OF LIEN TO LENDERS

The lien of the Assessments against a portion of the Property as permitted and provided for herein shall be subordinate to the lien of any mortgage or any purchase money mortgage against such portion of the Property. Sale or transfer of a portion of the Property shall not eliminate, affect, nor in any way lessen or limit the Assessment lien against such portion of the Property. However, the sale or transfer of a portion of the Property pursuant to the power of sale contained in any mortgage against such portion of the Property or deed conveyed in lieu of foreclosure thereof, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments against such portion of the Property as to payments which become due prior to such sale or transfer. No such sale or transfer, however, shall relieve such portion of the Property from liability for any Assessments thereafter becoming due or from the lien thereof, and the successor in interest in such circumstances shall pay all further Assessments.

ARTICLE V INSURANCE

The Fund may procure, and continue in force at all times, such insurance covering the Road and improvements and liabilities with respect to duties and obligations of the Fund pursuant to this Covenant, as the Board deems necessary or appropriate, which insurance costs will levied be assessed in accordance with Article 3 hereof as part of the Assessments.

ARTICLE VI GENERAL PROVISIONS

6.1. Duration of the Covenant. This Covenant shall be effective and remain in effect for 60 years from the date of recording. Thereafter, the Covenant shall be extended automatically for successive 10-year periods until at least sixty-seven percent (67%) of the total number of votes of the Fund, voting in person or by proxy at a meeting duly called for such purpose, sign and authorize the recordation in the records a document terminating the Covenant, in which case the Covenant will terminate on the date specified in the termination document.

6.2. Amendments.

(a) Amendment by Declarant. During the Development Period, this Covenant may be unilaterally amended, supplemented and/or restated by Declarant for any purpose without the consent of any other Person or Owner.

(b) Amendment by the Members. This Covenant may be amended by the Members upon the affirmative vote of at least sixty-seven percent (67%) of the total number of votes entitled to vote on the amendment, voting in person or by proxy at a meeting duly called for such purpose; provided, however, that during the Development Period, any amendment to this Covenant by the Members will be void and unenforceable without the written consent and acknowledgement of Declarant included with the recorded amendment.

6.3. Assignment of Declarant's Rights. Notwithstanding anything contained herein to the contrary, Declarant may assign to any Person or entity or terminate, temporarily or permanently,

in whole or in part, its rights as Declarant by executing a document assigning or terminating such rights that is recorded in the Records. There may be more than one Declarant if Declarant makes a partial assignment of the Declarant status. An Owner shall not, solely by the purchase of any portion of the Property, be deemed a successor or assign of Declarant under this Covenant or any of the Governance Documents unless such Owner is specifically so designated a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant and recorded in the Records.

6.4. Conflicts. If there are conflicts between or among any of the Governance Documents, then the Covenant, the certificate of formation, and bylaws in that order, shall control. If there is a conflict between the Governance Documents and any additional covenants (or the rules or policies adopted pursuant to any addition covenants) recorded on any property within the Property after the date that property is made subject to this Covenant, then the Governance Documents shall control.

6.5. Acceptance by Grantees. Each grantee of Declarant of a Tract or other real property interest in the Property, by the acceptance of a deed of conveyance, and each subsequent grantee, accepts the same subject to all terms and covenants created by this Covenant. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any Person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

6.6. Notices. Any notice permitted or required to be given to any Person by this Covenant will be in writing and may be delivered either personally, by mail or electronically.

6.7. Indemnification by Owners. WITHOUT LIMITATION TO ANY OTHER DUTY OF INDEMNIFICATION SET FORTH HEREIN, EACH OWNER (OTHER THAN DECLARANT) SHALL INDEMNIFY, HOLD HARMLESS AND, UPON THE ELECTION OF THE INDEMNIFIED PARTY (AS HEREAFTER DEFINED), DEFEND THE DECLARANT, THE FUND, THE BOARD, AND EACH OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS (EACH AN "**INDEMNIFIED PARTY**") FROM AND AGAINST ANY AND ALL CAUSES OF ACTION ARISING FROM OR IN CONNECTION WITH (i) THE EXERCISE OR FAILURE TO EXERCISE, OR THE USE OR MISUSE, OF ANY SUCH OWNER'S RIGHTS OR OBLIGATIONS CONTAINED IN THE GOVERNANCE DOCUMENTS, AND (ii) THE BREACH BY SUCH OWNER OF ANY PROVISION OF THE GOVERNANCE DOCUMENTS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has duly executed this Covenant on the day and year first above written.

DECLARANT:

New Rumley Ranch, LLC,
a Texas Limited Liability Company

By: _____

Name: Clay Signor

Title: Manager

STATE OF TEXAS }
COUNTY OF Atas }

This instrument was acknowledged before me on the 3rd day of December, 2018, by Clay Signor, Manager of New Rumley Ranch, LLC, a Manager, on behalf of said limited liability company, for the purposes therein stated.



[Signature]
Notary Public, State of Texas
My commission expires: 7-28-19

EXHIBIT A
THE PROPERTY

(See attached.)



GOODSON SURVEYORS

RETAINING THE HISTORY OF
JERRY M. GOODSON, SURVEYOR

411 S. WESTERN AVE. (P.O. BOX 349) LAMPASAS, TX 76550
512-556-6885 FAX 512-556-6261 jerry@texps.com
TBPLS FIRM REGISTRATION NO. 10068100

FIELD NOTES FOR A 769.87-ACRE TRACT OF LAND, BEING PART OF THE P. MILLER SURVEY, ABSTRACT NO. 822, THE D. C. IRBY SURVEY, ABSTRACT NO. 1577, THE D. D. CARROLL SURVEY, ABSTRACT NO. 1690, THE D. D. CARROLL SURVEY, ABSTRACT NO. 1214, IN LAMPASAS COUNTY, TEXAS AND THE JOHN KEMLEM SURVEY, ABSTRACT NO. 1109, IN LAMPASAS COUNTY AND ABSTRACT NO. 604, IN CORYELL COUNTY, TEXAS AND THE CHARLES MEYER SURVEY, ABSTRACT NO. 1219, IN LAMPASAS COUNTY AND ABSTRACT NO. 1806, IN CORYELL COUNTY, TEXAS.

MADE FOR: SIGNOR

BEING 769.87-Acres, more or less, being part of the P. MILLER SURVEY, ABSTRACT NO. 822, THE D. C. IRBY SURVEY, ABSTRACT NO. 1577, THE D. D. CARROLL SURVEY, ABSTRACT NO. 1690, THE D. D. CARROLL SURVEY, ABSTRACT NO. 1214, IN LAMPASAS COUNTY, TEXAS AND THE JOHN KEMLEM SURVEY, ABSTRACT NO. 1109, IN LAMPASAS COUNTY AND ABSTRACT NO. 604, IN CORYELL COUNTY, TEXAS AND THE CHARLES MEYER SURVEY, ABSTRACT NO. 1219, IN LAMPASAS COUNTY AND ABSTRACT NO. 1806, IN CORYELL COUNTY, TEXAS and embracing that certain called 617.76 acre tract, described as TRACT ONE, that certain called 19.86 acre tract, described as TRACT TWO and that certain called 4.50 acre tract, all described in a deed to TELENETWORK PROPERTIES, LTD, recorded in Volume 485, Page 861, Deed Records of Coryell County, Texas and embracing that certain called 127.92 acre tract, described in a deed to TELENETWORK PROPERTIES, LTD, recorded in Volume 511, Page 397, Deed Records of Lampasas County, Texas. Said 769.87 acre tract being more particularly described by these metes and bounds as follows:

BEGINNING at a 1/2" rebar found, in the west line of BLAKLEY ROAD, being the southeast corner of said 617.76 acre tract, and being the eastern most northeast corner of that certain called 483.13 acre tract, described in a deed to TRES LOMAS RANCH, LLC, recorded in Volume 519, Page 344, Deed Records of Lampasas County, Texas, for the southeast corner of this tract.

THENCE with the south line of said 617.76 acre tract (deed N 71° 25' 52" W, 1765.80 feet, N 19° 47' 58" E, 924.29 feet, N 71° 30' 51" W, 1340.36 feet, S 21° 59' 37" W, 1205.01 feet, S 78° 24' 10" W, 345.44 feet, S 85° 54' 37" W, N 36° 28' 42" W, 26.67 and S 70° 19' 39" W, 2997.77 feet) same being the north line of said 458.13 acre tract, for the following EIGHT (8), courses and distances:

- 1). N 72° 36' 40" W, 1766.50 feet, to a metal pipe fence post found;
- 2). N 18° 40' 38" E, 924.44 feet, to a 1/2" rebar found;
- 3). N 72° 40' 57" W, 1339.65 feet, to a metal pipe fence post found;
- 4). S 20° 51' 29" W, 1204.59 feet, to a 1/2" rebar found;
- 5). S 77° 14' 10" W, 345.47 feet, to a 1/2" rebar found;
- 6). N 87° 05' 45" W, 218.76 feet, to a 1/2" rebar found;
- 7). N 37° 23' 35" W, 26.72 feet, to a 1/2" rebar found; and

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- 8). S 69° 10' 34" W, 2997.37 feet, to a 1/2" rebar found, in the east line of that certain called 1034.57 acre tract, described in a deed to ALTON WATSON and SHIRLEY WATSON, recorded in Volume 434, Page 885, Deed Records of Lampasas County, Texas, being the northwest corner of said 458.13 tract, being the southwest corner of said 617.76 acre tract, for the southwest corner of this tract.

THENCE with the west line of said 617.76 acre tract (deed N 09° 42' 37" E, 21.21 feet, N 08° 17' 00" W, 150.91 feet, N 20° 25' 38" W, 146.04 feet, N 29° 41' 33" W, 115.09 feet, N 34° 34' 31" W, 97.62 feet, N 19° 07' 31" W, 98.33 feet, N 32° 19' 44" W, 34.80 feet, N 20° 12' 46" W, 2196.49 feet, S 69° 53' 04" W, 1383.53 feet, N 20° 01' 19" W, 288.53 feet, N 14° 19' 29" W, 123.21 feet and N 18° 45' 09" W, 1001.68 feet) same being the east line of said 1034.57 acre tract, for the following TWELVE (12), courses and distances:

- 1). N 08° 13' 14" E, 21.48 feet, to a metal pipe fence post found;
- 2). N 09° 29' 01" W, 150.77 feet, to a metal pipe fence post found;
- 3). N 21° 35' 18" W, 146.06 feet, to a metal pipe fence post found;
- 4). N 30° 52' 10" W, 115.00 feet, to a metal pipe fence post found;
- 5). N 35° 42' 00" W, 97.21 feet, to a metal pipe fence post found;
- 6). N 20° 18' 23" W, 98.86 feet, to a metal pipe fence post found;
- 7). N 33° 30' 05" W, 34.68 feet, to a metal pipe fence post found;
- 8). N 20° 12' 46" W, 2196.49 feet, to a metal pipe fence post found;
- 9). S 69° 53' 04" W, 1383.53 feet, to a metal pipe fence post found;
- 10). N 21° 10' 55" W, 288.67 feet, to a metal pipe fence post found;
- 11). N 15° 16' 57" W, 122.70 feet, to a metal pipe fence post found; and
- 12). N 18° 45' 09" W, 1001.68 feet, to a 1/2" rebar found, being the northwest corner of said 617.76 acre tract, being a corner of said 1034.57 acre tract, for a corner of this tract.

THENCE N 73° 09' 43" E, 96.07 feet, with the north line of said 617.76 acre tract (deed N 73° 58' 50" E, 96.46 feet) and continuing with the east line of said 1034.57 acre tract, to a 1/2" rebar found, being an interior corner of said 1034.57 acre tract, same being the southwest corner of said 4.50 acre tract, for a corner of this tract.

THENCE with the west line of said 4.50 acre tract (deed N 27° 17' 03" W, 199.97 feet and N 18° 20' 57" W, 153.80 feet) same being the east line of said 1034.57 acre tract, for the following TWO (2), courses and distances:

- 1). N 27° 12' 57" W, 200.34 feet, to a 1/2" rebar found; and

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- 2). N 16° 16' 51" W, 153.53 feet, to a 1/2" rebar found, in the south line of that certain called 86.01 acre tract, described as TRACT II, in a deed to ANNA PAULETTE CASBEER SCHMIDT, recorded in Volume 390, Page 211, being the northwest corner of said 4.50 acre tract, for a corner of this tract.

THENCE N 68° 42' 50" E, 542.05 feet, with the north line of said 4.50 acre tract (*deed N 68° 45' 34" E, 542.37 feet*) same being the south line of said 86.01 acre tract, to a 1/2" rebar found, in the west line of said 127.92 acre tract, being the northeast corner of said 4.50 acre tract, same being the southeast corner of said 86.01 acre tract, for an interior corner of this tract.

THENCE N 16° 28' 38" W, 1798.59 feet, with the west line of said 127.92 acre tract (*deed N 16° 28' 37" W, 1799.01 feet*) same being the east line of said 86.01 acre tract, to a 1/2" rebar found, being the northeast corner of said 86.01 acre tract, being a corner of said 127.92 acre tract, same being the southeast corner of that certain called 206.01 acre tract, described in a deed to BOBBIE CHRISTINE CASBEER CLELLAND, recorded in Volume 390, Page 206, Deed Records of Lampasas County, Texas, for a corner of this tract.

THENCE N 16° 20' 16" W, 570.32 feet, with the west line of said 127.92 acre tract (*deed N 16° 23' 04" W, 570.75 feet*) same being the east line of said 206.01 acre tract, to a wood fence post found, being a corner of said 127.92 acre tract, same being a corner of said 206.01 acre tract, and being the south corner of that certain tract described in a deed to JACKSON E. CHAMBERS, recorded in Volume 382, Page 685, Deed Records of Lampasas County, Texas, for a corner of this tract.

THENCE with the west line of said 127.92 acre tract (*deed N 25° 38' 06" E, 274.23 feet, S 86° 43' 58" E, 370.31 feet, N 01° 20' 47" W, 1396.48 feet, N 22° 00' 27" E, 269.34 feet and N 18° 01' 51" E, 273.27 feet*) same being the east line of said CHAMBERS tract, for the following FIVE (5), courses and distances:

- 1). N 25° 30' 47" E, 273.97 feet, to a wood fence post found;
- 2). S 86° 40' 38" E, 370.52 feet, to a metal pipe fence post found;
- 3). N 01° 20' 51" W, 1397.13 feet, to a 3/8" rebar found;
- 4). N 21° 58' 02" E, 268.93 feet, to a 3/8" rebar found; and
- 5). N 18° 04' 08" E, 273.26 feet, to a 1/2" rebar found, being the northwest corner of said 127.92 acre tract, same being the southwest corner of that certain called 164.56 acre tract, described in a deed to RHONDA BLAKLEY BELLANGER, recorded in Volume 511, Page 403, Deed Records of Lampasas County, Texas, for the most northerly northwest corner of this tract.

THENCE S 78° 11' 46" E, 1176.86 feet, with the north line of said 127.92 acre tract (*deed S 78° 15' 23" E, 1177.25 feet*) same being the south line of said 164.56 acre tract, to a 3/8" rebar found, being the northeast corner of said 127.92 acre tract, same being the northwest corner of that certain tract described in a deed to GARY B. DAUGHERTY and NANCY DAUGHERTY, recorded in Volume 222, Page 698, Deed Records of Lampasas County, Texas, for a corner of this tract.

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THENCE S 17° 06' 14" W, 778.76 feet, with the east line of said 127.92 acre tract (deed S 17° 05' 48" W, 779.95 feet) same being the west line of said DAUGHERTY tract, to a 3/8" rebar found, being the southwest corner of said DAUGHERTY tract, being a corner of said 127.92 acre tract and being the northwest corner of that certain called 170.93 acre tract, described in a deed to KENNETH A. JORDAN, recorded in Volume 522, Page 636, Deed Records of Lampasas County, Texas, for a corner of this tract.

THENCE S 17° 13' 27" W, 2022.57 feet, continuing with the east line of said 127.92 acre tract (deed S 17° 13' 35" W, 2022.86 feet) same being the west line of said 170.93 acre tract, to a 60 penny nail found, being a corner of said 127.92 acre tract, same being the southwest corner of said 170.93 acre tract, for an interior corner of this tract.

THENCE S 72° 27' 20" E, 1672.13 feet, with the north line of said 127.92 acre tract (deed S 72° 27' 21" E, 1672.36 feet) same being the south line of said 170.93 acre tract, to a 1/2" rebar found, being the most westerly corner of said 127.92 acre tract, and being in the north line of said 19.86 acre tract, being a corner of said 170.93 acre tract, for a corner of this tract.

THENCE S 75° 00' 33" E, 99.22 feet, with the north line of said 19.86 acre tract (S 72° 27' 17" E, 98.96 feet) same being the south line of said 170.93 acre tract, to a 60 penny nail found, being a corner of said 170.93 acre tract, same being a corner of said 617.76 acre tract, for a corner of this tract.

THENCE with the north line of said 617.76 acre tract (N 31° 48' 48" E, 153.06 feet, S 64° 04' 01" E, 268.03 feet, N 80° 13' 03" E, 204.90 feet, N 48° 47' 14" E, 218.10 feet, N 71° 59' 06" E, 472.70 feet, N 59° 33' 58" E, 176.54 feet, N 83° 10' 03" E, 363.86 feet, N 74° 25' 02" E, 311.92 feet, S 24° 57' 07" E, 257.55 feet, S 43° 04' 48" E, 804.47 feet and S 73° 08' 59" E, 29.03 feet) same being the south line of said 170.93 acre tract, for the following ELEVEN (11), courses and distances:

- 1). N 30° 39' 36" E, 153.21 feet, to a metal pipe fence post found;
- 2). S 65° 03' 51" E, 267.39 feet, to a metal pipe fence post found;
- 3). N 79° 08' 56" E, 205.71 feet, to a metal pipe fence post found;
- 4). N 47° 35' 04" E, 217.87 feet, to a metal pipe fence post found;
- 5). N 70° 47' 09" E, 472.89 feet, to a metal pipe fence post found;
- 6). N 58° 23' 19" E, 176.49 feet, to a metal pipe fence post found;
- 7). N 82° 16' 33" E, 364.45 feet, to a metal pipe fence post found;
- 8). N 72° 57' 55" E, 311.28 feet, to a 1/2" rebar found;
- 9). S 26° 06' 59" E, 257.58 feet, to a 1/2" rebar found;
- 10). S 44° 13' 50" E, 804.50 feet, to a 1/2" rebar found; and

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A SUBSIDIARY OF HITCHELL AND ASSOCIATES, INC., KILLEEN, TEXAS



GOODSON SURVEYORS

RETAINING THE HISTORY OF
JERRY M. GOODSON, SURVEYOR

411 S. WESTERN AVE. (P.O. BOX 349) LAMPASAS, TX 76550
512-556-6885 FAX 512-556-6261 jerry@txps.com
TBPLS FIRM REGISTRATION NO. 10068100

- 11). S 74° 33' 23" E, 26.92 feet, to a 1/2" rebar found, in the west line of BLAKLEY ROAD, same being the west line of that certain called 19.995 acre tract, described in a deed to MARK C. SENSAT, recorded in Volume 208, Page 789, being a corner of said 617.76 acre tract, for a corner of this tract.

THENCE S 19° 49' 44" E, 75.96 feet, with the northeast line of said 617.76 acre tract (deed S 18° 30' 24" E, 76.08 feet) same being the west line of said 19.995 acre tract, to a metal pipe fence post found, in the south line of said BLAKLEY ROAD, being the southwest corner of said 19.995 acre tract, being a corner of said 617.76 acre tract, for a corner of this tract.

THENCE with the north line of said 617.76 acre tract (deed S 74° 53' 21" E, 448.04 feet, S 72° 29' 33" E, 663.97 feet, S 71° 43' 41" E, 791.742 feet and S 69° 51' 59" E, 190.05 feet) same being the south line of said 19.995 acre tract and the south line of said BLAKLEY ROAD, also with the south line of that certain called 31.65 acre tract, described in a deed to MARK C. SENSAT, recorded in Volume 208, Page 687, for the following FOUR (4), courses and distances:

- 1). S 76° 01' 47" E, 447.56 feet, to a metal pipe fence post found;
- 2). S 73° 38' 33" E, 663.92 feet, to a metal pipe fence post found;
- 3). S 72° 52' 05" E, 792.23 feet, to a metal pipe fence post found; and
- 4). S 71° 09' 45" E, 189.71 feet, to a metal pipe fence post found, being the southeast corner of said 31.65 acre tract, being a corner of said 617.76 acre tract, for a corner of this tract.

THENCE N 17° 27' 31" E, 18.83 feet, with a line of said 617.76 acre tract (deed N 18° 40' 55" E, 18.83 feet) same being the east line of said 61.65 acre tract, to a point, in the approximate center of a cattle guard in the approximate center of said BLAKLEY ROAD, being a corner of said 617.76 acre tract and being the southwest corner of that certain called 91.09 acre tract, described in a deed to WILLIAM RIPPY and LINDA RIPPY, recorded in Inst. No. 260838, Deed Records of Coryell County, Texas, for a corner of this tract.

THENCE with the northeast line of said 317.76 acre tract (S 70° 05' 05" E, 772.43 feet, Radius 550.00 feet, Arc 377.51 feet, S 30° 33' 00" E, 1164.87 feet, Radius 650.00 feet, Arc 343.65 feet, S 00° 31' 23" W, 254.57 feet, S 04° 23' 02" W, 284.52 feet, Radius 569.07 feet, Arc 337.78 feet, S 27° 58' 51" E, 617.99 feet, Radius 450.00 feet, Arc 176.56 feet and S 05° 30' 03" E, 155.01 feet) and with the approximate center line of said BLAKLEY ROAD and with the southwest line of said 91.09 acre tract, and with the west line of that certain called 21.99 acre tract, described in a deed to JOE E. HINES and KAREN HINES, recorded in Inst. No. 261873, Deed Records of Coryell County, Texas, for the following TEN (10), courses and distances:

- 1). S 71° 12' 47" E, 772.39 feet, to a cotton picker spindle found;
- 2). With a curve to the right, having a radius of 550.00 feet, a central angle of 39° 19' 31" an arc distance of 377.49 feet, and a chord that bears S 51° 33' 29" E, 370.13 feet, to a cotton picker spindle found;
- 3). S 31° 42' 16" E, 1164.58 feet, to a cotton picker spindle found;

A SUBSIDIARY OF MITCHELL AND ASSOCIATES, INC., KILLEEN, TEXAS

Exhibit A
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GOODSON SURVEYORS

RETAINING THE HISTORY OF
JERRY M. GOODSON, SURVEYOR

411 S. WESTERN AVE. (P.O. BOX 349) LAMPASAS, TX 76550
512-556-6885 FAX 512-556-6261 jerry@texps.com
TBPLS FIRM REGISTRATION NO. 10068100

- 4). With a curve to the right, having a radius of 650.00 feet, a central angle of $30^{\circ} 17' 46''$ an arc distance of 343.70 feet, and a chord that bears $S 15^{\circ} 48' 20'' E$, 339.71 feet, to a cotton picker spindle found;
- 5). $S 00^{\circ} 37' 06'' E$, 254.57 feet, to a cotton picker spindle found;
- 6). $S 03^{\circ} 13' 10'' W$, 284.42 feet, to a cotton picker spindle found;
- 7). With a curve to left, having a radius of 669.07 feet, a central angle of $34^{\circ} 00' 12''$ an arc distance of 337.73 feet, and a chord that bears $S 15^{\circ} 44' 14'' E$, 332.79 feet, to cotton picker spindle found;
- 8). $S 29^{\circ} 08' 06'' E$, 617.84 feet, to a cotton picker spindle found;
- 9). With a curve to the right, having a radius of 450.00 feet, a central angle of $22^{\circ} 29' 03''$ an arc length of 176.59 feet, and a chord that bears $S 17^{\circ} 54' 15'' E$, 175.46 feet, to a cotton picker spindle found; and
- 10). $S 06^{\circ} 37' 39'' E$, 154.97 feet, to a cotton picker spindle found, for a corner.

THENCE $S 17^{\circ} 34' 43'' W$, 51.16 feet, leaving the center line of said BLAKLEY ROAD and with the east line of said 617.76 acre tract (deed $S 18^{\circ} 59' 01'' W$, 50.85 feet) to a metal pipe fence post found, in the west line of said BLAKLEY ROAD, for a corner.

THENCE $S 16^{\circ} 20' 48'' W$, 176.61 feet, with the east line of said 617.76 acre tract (deed $S 17^{\circ} 33' 07'' W$, 177.64 feet) to the POINT OF BEGINNING and Containing 769.87-ACRES.

Survey completed on the ground October 5, 2018. Basis of Bearings, as determined by G.P.S. Also reference accompanying Sketch of the Tract described hereon, which is made a part of this.

Mike W. Kriegel
Registered Professional
Land Surveyor No. 4330



Exhibit A
Page 16 of 16

A SUBSIDIARY OF MITCHELL AND ASSOCIATES, INC., KILLEEN, TEXAS

174352
FILED FOR RECORD

3:00 pm
OCT 31 2018

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS

ajr donnuce DEPUTY

THE STATE OF TEXAS
COUNTY OF LAMPASAS

Connie Hartmann CLERK OF THE

County Court in and for the County do hereby certify that the foregoing instrument

with its certificate of authentication was filed for
record in my office the 31st day of October 2018 at 3:00 o'clock PM
and duly Recorded the 31st day of October 2018 at 3:13 o'clock PM
deed for said County, in Vol 549 on page 161-170

WITNESS my hand and seal of the County Court of said County, at office in Lampasas, Texas
the day and year last above written

ajr donnuce Deputy Connie Hartmann Clerk
County Clerk of Lampasas County



FILED FOR RECORD
AT 11:30 O'CLOCK AM

NOV 07 2018

STATE OF TEXAS
COUNTY OF CORYELL
I, Barbara Simpson, County Clerk in and for
Coryell County, Texas do hereby certify that
this instrument was filed for record in the
volume and page of the Coryell County Public
Records and of the time and date as stamped
hereon by me.



BARBARA SIMPSON, CLERK
CORYELL COUNTY, TEXAS

Barbara Simpson

Barbara Simpson
COUNTY CLERK, CORYELL CO., TEXAS

311734

EXHIBIT B

THE ROAD

(See attached.)

