

CJB/emh/Real Estate/warranty deed

14 pgs
WD

20204821

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DALE A. CRENWELGETOGAIL GALLEWARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT **DALE A. CRENWELGE** (herein referred to as "Grantor"), of the County of Kendall and State of Texas, not joined herein by his spouse, as they own, occupy and claim other property as their homestead, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **GAIL GALLE**, (herein referred to as "Grantee") all of the following described real property in Gillespie County, Texas (the "Property"), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, to-wit:

Tract I:

BEING a 19.29 acre tract of land (Tract No. 25), more or less, situated in Gillespie County, Texas, being approximately 2.87 acres out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee, and approximately 16.42 acres out of 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. Said 19.29 acre tract of land, more or less, is more particularly

described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes.

Tract II:

TOGETHER WITH THE RIGHTS OF INGRESS, EGRESS, AND REGRESS OVER, ACROSS AND UPON THE FOLLOWING NON-EXCLUSIVE EASEMENT: BEING a 60 foot wide road easement, more or less, described in a Declaration of Road Maintenance Agreement, Roadway Easement, and Utility Easement of Scenic Oaks Development dated April 7, 2020, executed by Dale A. Crenwelge to The Public, found of record under Clerk's File No. 20201959, Official Public Records, Gillespie County, Texas, and as corrected under Clerk's File No. 20202887, Official Public Records, Gillespie County, Texas. Said 60 foot wide road easement, more or less, is more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof for all pertinent purposes.

Tract III:

TOGETHER WITH THE RIGHTS OF INGRESS, EGRESS, AND REGRESS OVER, ACROSS AND UPON THE FOLLOWING NON-EXCLUSIVE EASEMENT: BEING a 60 foot wide road easement #2, more or less, situated 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, found of record under Clerk's File No. 20154213, Official Public Records, Gillespie County, Texas. Said 60 foot wide road easement #2, more or less, is more particularly described by metes and bounds on **Exhibit "C"** attached hereto and made a part hereof for all pertinent purposes.

Tract IV:

TOGETHER WITH THE RIGHTS OF INGRESS, EGRESS, AND REGRESS OVER, ACROSS AND UPON THE FOLLOWING NON-EXCLUSIVE EASEMENT: BEING a 60 foot wide road easement #3, more or less, situated in Gillespie County, Texas, out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee, and out of 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. Said 60 foot wide road easement #3, more or less, is more particularly described by metes and bounds on **Exhibit "D"** attached hereto and made a part hereof for all pertinent purposes.

This conveyance is expressly made by Grantor and accepted by Grantee subject to the following matters to the extent, but only to the extent, the same are valid and subsisting and affect the Property (without waiving rights or defenses relating to, and without ratifying, creating or reviving such matters and the mere reference herein shall not be deemed to impose, reimpose or reinstate such Exceptions to Conveyance and Warranty), to-wit:

- a. Covenants, conditions and restrictions as set forth in instrument recorded under Clerk's File No. 20154215, Official Public Records, Gillespie County, Texas, and under Clerk's File No. 20154216, Official Public Records, Gillespie County, Texas, and under Clerk's File No. 20204819, Official Public Records, Gillespie County, Texas, and under Clerk's File No. 20204820, Official Public Records, Gillespie County, Texas,
- b. Pipe Line Right of Way Easement dated December 6, 1971, executed by Lelia Sutherland to Intratex Gas Company, found of record in Volume 101, Pages 438-439, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)
- c. Deed Granting a Right of Way dated May 2, 1978, executed by G. C. Sutherland, Jr. and Sibyl L. Sutherland to Melinda Ahrens, et al, found of record in Volume 124, Pages 630-631, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)
- d. Easement as conveyed in Warranty Deed with Vendor's Lien dated March 9, 1979, executed by G. C. Sutherland, Jr. and wife, Sibyl L. Sutherland to Lonnie B. Roberts, found of record in Volume 128, Pages 394-395, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)
- e. Road Right of Way Easement dated July 23, 1984, executed by Beauregard Eldred Sutherland and wife, Victoria McDermon Sutherland to G. C. Sutherland, Jr., found of record in Volume 161, Pages 334-335, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)
- f. Easement as conveyed in Warranty Deed with Vendor's Lien dated July 23, 1984, executed by G. C. Sutherland, Jr. and wife, Sibyl L. Sutherland to Donald C. May and wife, Glenda J. May, found of record in Volume 161, Pages 340-346, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)
- g. Easement reserved in Correction Warranty Deed dated May 11, 1984, executed by G. C. Sutherland and wife, Sibyl L. Sutherland to Beauregard Eldred Sutherland and wife, Victoria McDermon Sutherland, found of record in Volume 163, Pages 391-393, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)
- h. Easement and Right of Way dated December 30, 1986, executed by G.C. Sutherland, Jr. and wife, Sibyl L. Sutherland to General Telephone Company

of the Southwest, found of record in Volume 178, Pages 837-838, Deed Records, Gillespie County, Texas. (Affects Tracts II and III)

- i. Right of Way Easement dated January 20, 2020, executed by Dale A. Crenwelge to Central Texas Electric Cooperative, Inc., found of record under Clerk's File No. 20201301, Official Public Records, Gillespie County, Texas. (Affects Tract II only)
- j. Right to graze cattle or livestock as set out in Declaration of Covenants, Conditions and Restrictions of Scenic Oaks South Development, found of record under Clerk's File No. 20204820, Official Public Records, Gillespie County, Texas.
- k. Building setback lines as set out in Declaration of Covenants, Conditions and Restrictions of Scenic Oaks South Development, found of record under Clerk's File No. 20204820, Official Public Records, Gillespie County, Texas.
- l. Subject to all definitions, easements, restrictions, covenants, limitations, conditions, rights, privileges, obligations, liabilities, charges, liens, assessments and other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions of Scenic Oaks Development, found of record under Clerk's File No. 20204820, Official Public Records, Gillespie County, Texas, and that certain Road Maintenance Agreement, Roadway Easement, and Utility Easement of Scenic Oaks Development, found of record under Clerk's File No. 20201959, Official Public Records, Gillespie County, Texas, and that certain Supplemental and Restated Declaration of Road Maintenance Agreement, Roadway Easement, and Utility Easement of Scenic Oaks Development, found of record under Clerk's File No. 20204819, Official Public Records, Gillespie County, Texas.
- m. Easement reserved in Special Warranty Deed dated April 7, 2020, executed by Dale A. Crenwelge to Crenwelge, LLC, found of record under Clerk's File No. 20201960, Official Public Records, Gillespie County, Texas. (Affects Tracts II and III)
- n. Rights of other parties in and to the easements described on Exhibits "B", "C" and "D" attached hereto and made a part hereof for all pertinent purposes.
- o. Rules, regulations, and orders governing residential subdivision, sanitation and waste disposal, construction of improvements within public rights of way, and the drilling, construction, and use of water wells as passed by the Commissioners' Court of Gillespie County, Texas, and the Texas Commission on Environmental Quality.

- p. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Gillespie County, Texas.

ALL STREETS AND ROADWAYS OF THE UNPLATTED SUBDIVISION SHALL BE PRIVATELY MAINTAINED BY THE PROPERTY OWNERS. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STREETS AND ROADWAYS. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE UNPLATTED SUBDIVISION, EACH OWNER COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE STREETS AND ROADWAYS OF THE UNPLATTED SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

Ad valorem taxes on said property for the current year have been prorated and the payment thereof is assumed by Grantee.

This conveyance is made and accepted with the understanding and agreement by the parties hereto that the lands herein described may be rendered for ad valorem tax purposes under the Texas Constitutional Provision as "open space" or "Agricultural Use" lands. Grantee is aware of the fact that should she discontinue to use such lands so as to qualify under the "open space" or "Agriculture Use" provisions of the law of this State, then a roll back tax may become due to the taxing authorities. Grantee further agrees that should a "roll back" occur as a result thereof, then such "roll back" tax obligation shall be the sole obligation of Grantee. In the event Grantor's change in the use of the Property prior to the execution of this Deed or denial of a special use valuation on the Property claimed by Grantor results in assessments for periods prior to the execution of this Deed, the assessments will be the obligation of Grantor. Grantor makes no representations or warranties regarding the ability of Grantee to continue to qualify the Property under any such "open space" or "agricultural use" provisions, and Grantee, by acceptance of this Deed, assumes sole responsibility therefore.

Grantor, for the same Consideration and subject to the exceptions listed above, does hereby grant, sell, and convey to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs and assigns forever. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the Property conveyed by this paragraph.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

EXECUTED this the 24 day of August, 2020.

Dale A. Crenwelge
DALE A. CRENWELGE

Address of Grantee:

502 Winding Way Court
Fredericksburg TX 78624

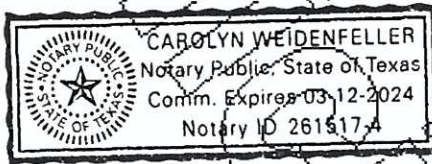
THE STATE OF TEXAS

§

COUNTY OF GILLESPIE

§

aus This instrument was acknowledged before me on this the 24 day of
2020, by DALE A. CRENWELGE.



Carolyn Weidenfeller
Notary Public, State of Texas

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge
19.29 Acres (Tract 25)

FIELD NOTES TO DESCRIBE

A 19.29 Acre Tract of Land (Tract 25) being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, being approximately 2.87 Acres out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee and approximately 16.42 Acres out of 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 more particularly described as follows:

- BEGINNING:** At a 5/8" iron pin set under fence in the East line of a 140.28 Acre Tract (Document #20193852, Real Property Records) and the West line of said 567.89 Acre Tract for the lower Northwest corner of a 21.90 Acre Tract (Tract 26, this day surveyed) and the Southwest corner of this tract from which a 1/2" iron pin found by 6" creosote post for the Southwest corner of said 567.89 Acre Tract bears S 00° 35' 41" E 1126.77 feet;
- THENCE:** N 00° 35' 41" W 829.33 feet along a fence with the East line of said 140.28 Acre Tract and the West line of said 567.89 Acre Tract to a 5/8" iron pin set for the Southwest corner of a 10.19 Acre Tract (Tract 24, this day surveyed) and the Northwest corner of this tract;
- THENCE:** N 77° 35' 06" E 914.29 feet into said 567.89 Acre Tract, at 876.93 feet pass a 5/8" iron pin set in the West line of a 60-foot Road Easement #3 (this day surveyed), continuing to the Southeast corner of Tract 24 and the Northeast corner of this tract;
- THENCE:** S 49° 01' 41" E 100.09 feet along the centerline of said road easement with the Southwest line of a 16.97 Acre Tract (Tract 23, this day surveyed) to the upper Northeast corner of Tract 26 and the Northeast corner of this tract;
- THENCE:** With the upper West line of Tract 26 and the East line of this tract as follows:
- S 02° 57' 37" E 118.18 feet, at 41.67 feet pass a 5/8" iron pin set in the Southwest line of said easement, continuing to a 5/8" iron pin set for an angle point;
- S 09° 18' 25" W 765.35 feet to a 5/8" iron pin set for an interior corner of Tract 26 and the Southeast corner of this tract;

19.29 Acres (Tract 25) - Dale Crenweige

THENCE: With the lower North line of Tract 26 and the South line of this tract as follows:

S 63° 21' 45" W 193.78 feet to a 5/8" iron pin set for an angle point;

S 89° 59' 45" W 668.98 feet 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 4th day of August 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

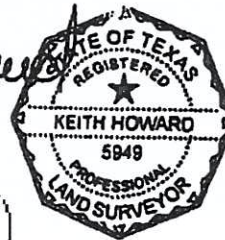


EXHIBIT "B"STATE OF TEXAS
COUNTY OF GILLESPIEPREPARED FOR: Dale Cramweige
40-foot Road Easement**FIELD NOTES TO DESCRIBE**

A 40-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 Beaumont and Edred Sutherland, et al to Dale A. Cramweige by deed dated September 23, 2018 and recorded in Document #20184213 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 Zenger-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 65.99 feet to an angle point;

N 49° 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 14, this day surveyed) as follows:

N 63° 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 574.00 feet to an angle point;

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

N 63° 58' 51" W 463.24 feet to the Northwest corner of Tract 17, the Southwest corner of Tract 14, and an angle point of this easement;

N 63° 58' 50" W 824.61 feet to a 5/8" iron pin set for the Northwest corner of Tract 16, the Southwest corner of a 20.03 Acre Tract (Tract 14, 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 16, 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 28° 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 169.43 feet to an angle point of this easement;

N 32° 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 764.05 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 486.424 feet pass the Northeast corner of Tract 4 and the Southeast corner of Tract 4, and at 903.88 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 04° 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



Exhibit "C"

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenweige
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 Bared Sutherland, et al to Dale A. Crenweige 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 1, 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 15 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 GILLESPIEPREPARED 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 66.90 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 Crenwelge

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 28° 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 89.05 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
 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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County Texas

August 24, 2020 11:18:59 AM

FEE: \$78.00

LMOOSE

20204821

WD



CJB/emh/REAL ESTATE/Restrictions

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").

CJB/emh/REAL ESTATE/Restrictions

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.

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 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

"Declarants" shall mean and refer to DALE A. CRENWELGE and STEWART DAVIS and wife, HEATHER DAVIS, their heirs, successors and assigns.

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

"Owner" shall mean and refer to the record owner (including Declarants), whether one or more persons or entities, of a fee simple title to any Tract including contract Sellers, 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 Crenwelge Tract and the Davis Tract.

"Tract" shall mean and refer to any plot of land which is out of the Property.

ARTICLE II. RESTRICTIVE COVENANTS

The Declarants hereby declare that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarants and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarants and each Owner of any part of the Property, and their respective heirs, successors and assigns.

Section 1. Restrictions

1. Recreation vehicles, travel trailers, buses, mobile homes and/or industrial homes shall not be used as a permanent dwelling on the property. For purposes of this section, mobile home is defined as a factory built home that was not built to conform with the HUD construction standards established in June 15, 1976. Manufactured homes and permitted mobile homes shall be skirted.

2. Any new fences erected on the Property shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.
3. All existing fences that abut the Crenwelge tract and all fences abutting Zenner Ahrens Road shall be maintained and repaired in manner that will retain livestock. The cost of repairs and maintenance shall be borne by the party retaining livestock. If neither or both parties own livestock, these costs shall be borne equally. When sharing costs, both parties shall approve the contractor and repairs before any work is done.
4. The property shall be regularly cleared of litter. Any concerns in this regard must be communicated to the offending party and resolved within four weeks
5. Any newly constructed buildings are to be used for single family residential purposes only. The property cannot be used for any commercial purpose. For purposes of this section, livestock grazing, operation of a bed and breakfast or a home based business does not constitute a commercial purpose and is expressly allowed. This provision expires 15 years from the execution of this Declaration.
6. No commercial feedlots are allowed on the property. The raising of farm animals for personal use and consumption is expressly allowed under this section.
7. Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on the property in view of Zenner Ahrens Road. A vehicle or piece of equipment is considered inoperative under this section when is impossible or illegal to operate such without major repairs for a period of four consecutive months.
8. No commercial firing range shall be conducted or operated on the property. Discharge of firearms while engaged in hunting activities, eradicating predators, occasional target shooting or while sighting in firearms, is allowed. Other continuous discharge of firearms is prohibited.
9. Temporary parking of automotive vehicles along the Zenner Ahrens Road is permitted, parking automotive vehicles along the Zenner Ahrens Road for periods exceeding seven (7) consecutive days is prohibited.
10. Nothing in these restrictions shall obligate the owner, it's successors or assigns to clean up issues existing on the property on September 1, 2015. Existing issues include but are not limited to the remains of a burned down house, deteriorated outbuildings, deteriorated trailers and deteriorated wood fencing.

ARTICLE III. TERM

The covenants and restrictions 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, 2036, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of more than 50% of the acreage in the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part.

ARTICLE IV. ENFORCEMENT

Declarants, their heirs, successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarants 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. Declarants, for themselves, their heirs, successors or assigns, reserve the right to enforce this Declaration, though Declarants may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarants of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarants 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 V. PARTIAL INVALIDITY

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

ARTICLE VI. AMENDMENT

(a) The Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (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.

CJB/emh/REAL ESTATE/restrictions

areas, utility installations, driveways, and any exterior additions including any changes or alterations thereto.

"Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Tract including contract Sellers, 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 that certain unplatted subdivision known as SCENIC OAKS SOUTH DEVELOPMENT (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprising approximately 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 by reference.

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

ARTICLE II.

RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any part of the Property, and their respective heirs, successors and assigns.

Section 1. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. In addition, Servant's quarters, one (1) guest house, one (1) B & B (Bed and Breakfast), or VRBO Unit (Vacation Rental by Owner), and related outbuildings, barns, stables, pens, fences and other similar improvements may be constructed or erected on a Tract.

(2) Single-family dwellings shall contain a minimum of 1000 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(2a) B & B, VRBO Units and Guest houses shall contain a minimum of 1000 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or

CJB/emh/REAL ESTATE/restrictions

basements.

(3) The exterior of the dwelling, servant's quarters, B & B, VRBO Units and guesthouses ("buildings") shall be constructed of rock, stone, stucco, brick and/or masonry constituting 50% of the exposed exterior of the buildings. The exposed exterior shall exclude area occupied by windows and doors.

(4) A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.

(5) Recreational vehicles, travel trailers, buses, mobile homes, modular homes, and/or manufactured homes shall not be used as a dwelling (permanent or temporary) on any tract. All boats, tractors, golf carts and ATV's, motorcycles, and other similar types of vehicles, recreational vehicles and travel trailers may be stored on a Tract provided they are not visible to the public view.

(6) All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance. No chain link fence shall be permitted.

(7) All utility lines installed after August 1, 2020, including but not limited to electrical, telephone, fiber optic and cable shall be installed and maintained underground.

Section 2. Setback Requirements

(1) a) Entrance and other gates, fences, roadways, wells, well houses, septic systems and buried or overhead electric, telephone and other buried utility lines or buried fiber optic cable, shall not be installed, erected or maintained within 30 feet from the centerline of the Roadways that abut any tract (the centerline of the Roadways are described in Exhibits "B" and "C"), b) other improvements shall not be stored, placed or erected nearer than 75 feet from any side boundary of a Tract or within 250 feet from the centerline of the Roadways that abut any tract (the centerline of the Roadways are described in Exhibits "B" and "C").

(2) In the event any Owner shall own two tracts that abut each other, the abutting boundary line shall not be subject to the setback restrictions.

(3) Notwithstanding anything to the contrary herein, any boundary of a Tract that does not abut other land in the Property, is not subject to this setback restriction.

(4) Upon submission of a written request to the Declarant, the Declarant may, from time to time in its sole discretion, permit Owners to construct, erect or install Improvements which are in variance with the setback requirements as provided in this Declaration. Such variances must, in

CJB/emh/REAL ESTATE/restrictions

the Declarant's sole discretion, not detrimentally affect the integrity of the Subdivision. The Declarant shall not be liable to any Owner for claims, causes of action, or damages arising out of the grant or denial of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Declarant's right to strictly enforce the covenants and restrictions provided hereunder, against any other Owner.

If written notice of approval of the variance request has not been delivered to the requesting Owner within thirty (30) days of the date of submission of the request, it shall be conclusively presumed that the Declarant has denied the request for a variance.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used and occupied by the Owner of the Tract for single-family residential purposes only, and no Tract shall be used for any professional, business or commercial activity for which the general public is invited to the Tract. Notwithstanding the above and as exceptions thereto, a bed and breakfast or VRBO Unit may be operated by an Owner on a Tract. For purposes of these restrictions, the term "bed and breakfast" shall mean a lodging service within rooms of the principal dwelling or in a separate guest house.

(2) No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project.

(3) Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has enclosed the Owner's Tract by a livestock restraining fence and upon completion of the livestock restraining fence, the right to graze cattle or livestock shall be permanently extinguished. Each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract.

The grazing rights reserved herein shall be subordinate to the right of a lienholder under a purchase money deed of trust, home equity loan or a mechanics and materialman's lien.

(4) The owner of a tract which has a boundary on the perimeter of the Subdivision (a boundary which abuts property other than a Subdivision Tract boundary) shall maintain the fence on the Tract's perimeter boundary in a manner which will restrain livestock.

(5) There shall be no commercial feedlot operation or commercial breeding of animals or fowl.

CJB/emh/REAL ESTATE/restrictions

on any Tract. Animals used for grazing a tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(6) Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times.

(7) No Tract shall be divided into a Tract containing less than 20 acres without the written approval of Declarant.

(8) No Hunting Blinds/Stands/Game Feeders shall be placed within 100 feet of the boundary of any other Tract unless the abutting Tract is owned by the same Owner.

(9) Commercial hunting of native and exotic wildlife is prohibited.

(10) Hunting and harvesting of native and exotic wildlife with centerfire rifles on tracts of less than 20 acres is prohibited.

(11) No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to other Owners within the Property.

(12) No oil/gas drilling, development or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Tract.

ARTICLE III.

TERM

The covenants and restrictions 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 restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of at least fifty-one percent (51%) of the acreage in the Property has been recorded agreeing to terminate said covenants and restrictions in whole or in part, provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

ARTICLE IV.

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to

LEASE FOR GRAZING

THE STATE OF TEXAS
COUNTY OF GILLESPIE
KNOW ALL MEN BY THESE PRESENTS:

That this Lease is made between Gail Galle, known herein as the "Lessor" and Lester Meier Ranches, known herein as the "Lessee".

WITNESSTH:

That Lessor, for and in consideration of the agreement of Lessee to pasture and graze livestock upon the leased premises, and the sum of TEN AND NO/100 (\$10.00) DOLLARS, and good and valuable consideration, the receipt of sufficiency of which is acknowledged, does by these presents lease and demise unto the Lessee the following property situated in Gillespie County, Texas, to wit:

Lot/Tract 25, Scenic Oaks Subdivision according to the Plat of Record in Gillespie County Plat Records, subject to all matters of record; a copy of the description of said Tract is attached as Exhibit "A".

The term of this Lease shall be for a period of 5 years commencing 11/01/2024 and ending 10/31/2029 unless sooner terminated as provided herein, upon the following conditions and covenants.

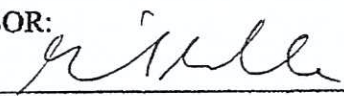
CONDITIONS AND COVENANTS

1. Lessee shall use said property for the grazing of livestock only. Lessor shall otherwise enjoy the use and possession of the property to the extent it does not materially conflict or substantially impair the use by the Lessee of the property for the grazing of livestock.
2. Lessee shall be responsible for any breaches in the perimeter fencing, if any, situated upon the leased premises.
3. The number of livestock to be maintained on the property shall not exceed the carrying capacity of the property.
4. Lessee shall be responsible for the removal of, if any, deceased livestock, within a reasonable period of time after the death and, in any case, no later than three days.
5. Lessee shall be responsible for the payment of all electricity charges for the well pump that fills the stock tank located on Lot/Tract 3, Scenic Oaks.
6. Lessee will maintain an agricultural insurance umbrella policy and provide proof to the Lessors prior to November 1, 2024, the anniversary date, and annually thereafter on the anniversary date during the term of the Lease.
7. At anytime, Lessor or Lessor's successors or assigns, may cancel this Lease and may enclose a portion of the leased premises by a fence which is constructed to restrain livestock, and the portion of the leased premises being enclosed shall be discharged and omitted from the obligations of this Lease Agreement.

8. In the event the Lessee should fail to comply with any of the foregoing conditions or should violate any of the foregoing covenants, the Lessor may declare this Lease forfeited at their discretion and, in such event, shall have the right to enter, hold, occupy and repossess the entire property hereinbefore described, as before the execution of this Lease.
9. This Lease Agreement may be renewed for successive periods of Five (5) years each, provided Lessor or Lessor's successors and assigns and Lessee shall mutually agree to the renewal and extension of the Lease Agreement.

This Lease shall inure to the benefit of Lessor or Lessor's successors and assigns. Lessor, and any party who may acquire any portion of the leased premises, shall be bound by the terms of the Lease Agreement and agree to acquire the property subject to the terms of this Lease Agreement.

LESSOR:


By: Gail Galle

LESSEE:

Lester Meier Ranch
By: 
for Lester Meier Ranches

DATE: Oct 15 2024

DATE: 10-14-24



Texas Farm Bureau Mutual Insurance Company
Texas Farm Bureau Underwriters
Texas Farm Bureau Casualty Insurance Company
Farm Bureau County Mutual Insurance Company of Texas
Southern Farm Bureau Life Insurance Company

45-day
Property Binder / Evidence of Insurance

Policy #
0053167-41

Pending issuance of the policy, insurance as indicated below is bound subject to its terms, conditions, and exclusions. Coverages provided by the insurance binder will terminate upon the earliest date of:

1. Issuance of the insurance policy,
2. The date provided in the notice of cancellation we give, or
3. Forty-five (45) days from the effective date of this binder.

Texas AgAdvantage Contract Bound: TAA-A4 Transaction Effective Date: 10/10/2024 Policy Expiration Date: 12/08/2024 Transaction Premium: \$1.00

The policy indicated above provides coverage on the following loss settlement basis: Replacement Cost, building and roof

Name of Insured(s):

LESTER MEIER
501 W MAIN ST
FREDERICKSBURG, TX 78624-3129-01

Term Effective Date: 12/08/2023 Policy Expiration Date: 12/08/2024 Annual Premium: \$4,957.00

****Endorsements listed below will modify and/or supplement coverages listed above**

Location(s):

- # 1: 650 acre(s) in 086 County - 486 RODEO DR FREDERICKSBURG, TEXAS 78624-6235-86 8.0 MILE(S) NW OF FREDERICKSBURG ON GYPSUM MINE RD
- # 2: 900 acre(s) in 016 County - 78624 30.0 MILE(S) NW OF FREDERICKSBURG ON CR
- # 4: 200 acre(s) in 086 County - 78624 15.0 MILE(S) NW OF FREDERICKSBURG ON KEESE RD
- # 5: 200.1 acre(s) in 086 County - 78624 15.0 MILE(S) NW OF FREDERICKSBURG ON KEESE RD
- # 6: 150 acre(s) in 086 County - 78624 1.0 MILE(S) E OF FREDERICKSBURG ON US HWY 290
- # 7: 215 acre(s) in 086 County - 78624 2.0 MILE(S) NW OF HARPER ON OLD HARPER
- # 8: 165 acre(s) in 086 County - 78624 2.0 MILE(S) NW OF HARPER ON CHARLES RANCH
- # 13: 250 acre(s) in 086 County - 78624 1 MILE(S) N OF LUCKENBACH ON LUCKENBACH RD.
- # 14: 250 acre(s) in 086 County - 78624 6 MILE(S) E OF FREDERICKSBURG ON HWY 290 E
- # 17: 50 acre(s) in 086 County - TEXAS 78624 18 MILE(S) NW OF FREDERICKSBURG ON KNEESE SAGEBIEL
- # 18: 165 acre(s) in 086 County - 22 Burnt Rocks Trl FREDERICKSBURG, TEXAS 78624
- # 19: 450 acre(s) in 086 County - 3700 Zenner Ahrens Rd FREDERICKSBURG, TEXAS 78624

Main Dwelling:

Main Dwelling - 1930 - Owner/Primary Residence - Frame - COVERAGE \$357,100 - COVERAGE B: \$214,260 - OTHER STRUCTURES - AMOUNT: \$136,240 - OTHER STRUCTURES - TOTAL AMOUNT: \$171,950 - Deductible For Windstorm, Hurricane or Hail: 1% - Deductible For All Other Perils: 1% - ON LOCATION # 1

Endorsements(s): Identity Theft Coverage, Unscheduled Glass (TAA-405), Personal Computer (TAA-426), Cosmetic Roof Damage Exclusion (TAA-445), Replacement Cost of Personal Property (TAA-904)

Mortgagee/LossPayee:

Mortgagee SECURITY STATE BANK & TRUST PO BOX 471 FREDERICKSBURG, TEXAS 78624-0471-71 LOAN #:

Section III Scheduled Item(s):

30001: Storage Building - 2018 - Owner - Hardiplank/Wood - COVERAGE: \$54,000 - DEDUCTIBLE: 1% - ON LOCATION # 1

Endorsement(s):

Scheduled Farm Equipment:

- 40001: Tractor - Row Crop (100-250 HP) - 1998 - John Deere - 6410 - Serial #: L06410P227855 - Coverage: \$30,000 - Deductible: \$1,000
- 40002: Hay Equipment - Baler (round) - 1998 - John Deere - 466 - Serial #: E00466X124673 - Coverage: \$20,000 - Deductible: \$1,000
- 40003: Hay Equipment - Baler (round) - 1998 - John Deere - 566 - Serial #: E00566X119089 - Coverage: \$20,000 - Deductible: \$1,000

Policy Coverages:

Per Occurrence/Aggregate: \$1,000,000/\$2,000,000

Medical Payment Limit: \$ 5,000

Chemical Drift Limit: \$25,000

Recreational Land Use - Bodily Injury Per Person: \$500,000

7420 FISH POND RD - WACO TX 76710-1010 | PO BOX 2689 - WACO TX 76702-2689



Texas Farm Bureau Mutual Insurance Company
Texas Farm Bureau Underwriters
Texas Farm Bureau Casualty Insurance Company
Farm Bureau County Mutual Insurance Company of Texas
Southern Farm Bureau Life Insurance Company

Policy #

0053167-41

Recreational Land Use - Bodily Injury Per Occurrence: \$1,000,000

Recreational Land Use - Property Damage Per Occurrence: \$100,000

Acreage

Additional Farms with Buildings: 5

2: 900 acre(s) in 016 County Address: 78624 30.0 MILE(S) NW OF FREDERICKSBURG ON CR

4: 200 acre(s) in 086 County Address: 78624 15.0 MILE(S) NW OF FREDERICKSBURG ON KEESE RD

5: 200.1 acre(s) in 086 County Address: 78624 15.0 MILE(S) NW OF FREDERICKSBURG ON KEESE RD

6: 150 acre(s) in 086 County Address: 78624 1.0 MILE(S) E OF FREDERICKSBURG ON US HWY 290

7: 215 acre(s) in 086 County Address: 78624 2.0 MILE(S) NW OF HARPER ON OLD HARPER

Additional Farms without Buildings: 6

8: 165 acre(s) in 086 County Address: 78624 2.0 MILE(S) NW OF HARPER ON CHARLES RANCH

13: 250 acre(s) in 086 County Address: 78624 1 MILE(S) N OF LUCKENBACH ON LUCKENBACH RD.

14: 250 acre(s) in 086 County Address: 78624 6 MILE(S) E OF FREDERICKSBURG ON HWY 290 E

17: 50 acre(s) in 086 County Address: TEXAS 78624 18 MILE(S) NW OF FREDERICKSBURG ON KNEESE SAGEBIEL

18: 165 acre(s) in 086 County Address: 22 Burnt Rocks Trl FREDERICKSBURG, TEXAS 78624

19: 450 acre(s) in 086 County Address: 3700 Zenner Ahrens Rd FREDERICKSBURG, TEXAS 78624

Additional Premises Liability Coverage:

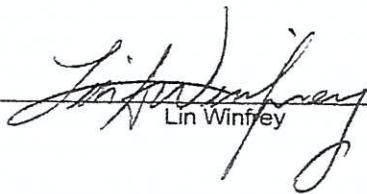
Non-Farm Location # 3 809 ETTIE ST. FREDERICKSBURG, TEXAS 78624 In Gillespie County

Structure # 1: TAA-525 Tenant Occupied One(single family) Description: Incidental Business Occupancy? No

Please Remit payment to:

Texas Farm Bureau Insurance Companies
237 Equestrian Dr.
Fredericksburg TX, 78624-5145
830-997-4396

X


Lin Winfrey

| 10/10/2024
Date

7420 FISH POND RD - WACO TX 76710-1010 | PO BOX 2689 - WACO TX 76702-2689

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenweige
19.29 Acres (Tract 25)

FIELD NOTES TO DESCRIBE

A 19.29 Acre Tract of land (Tract 25) being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, being approximately 2.87 Acres out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee and approximately 16.42 Acres out of 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. Crenweige 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 140.28 Acre Tract (Document #20193852, Real Property Records) and the West line of said 567.89 Acre Tract for the lower Northwest corner of a 21.90 Acre Tract (Tract 26, this day surveyed) and the Southwest corner of this tract from which a 1/2" iron pin found by 6" creosote post for the Southwest corner of said 567.89 Acre Tract bears S 00° 35' 41" E 1126.77 feet;

THENCE: N 00° 35' 41" W 829.33 feet along a fence with the East line of said 140.28 Acre Tract and the West line of said 567.89 Acre Tract to a 5/8" iron pin set for the Southwest corner of a 10.19 Acre Tract (Tract 24, this day surveyed) and the Northwest corner of this tract;

THENCE: N 77° 35' 06" E 914.29 feet into said 567.89 Acre Tract, at 876.93 feet pass a 5/8" iron pin set in the West line of a 60-foot Road Easement #3 (this day surveyed), continuing to the Southeast corner of Tract 24 and the Northeast corner of this tract;

THENCE: S 49° 01' 41" E 100.09 feet along the centerline of said road easement with the Southwest line of a 16.97 Acre Tract (Tract 23, this day surveyed) to the upper Northeast corner of Tract 26 and the Northeast corner of this tract;

THENCE: With the upper West line of Tract 26 and the East line of this tract as follows:

S 02° 57' 37" E 118.18 feet, at 41.67 feet pass a 5/8" iron pin set in the Southwest line of said easement, continuing to a 5/8" iron pin set for an angle point;

S 09° 18' 25" W 765.35 feet to a 5/8" iron pin set for an interior corner of Tract 26 and the Southeast corner of this tract;

EXHIBIT "A"
Tract 25

19.29 Acres (Tract 25) - Dale Crenwelge

THENCE: With the lower North line of Tract 26 and the South line of this tract as follows:

S 63° 21' 45" W 193.78 feet to a 5/8" iron pin set for an angle point;

S 89° 59' 45" W 668.98 feet 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 4th day of August 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



STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenweige
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 Edred Sutherland, et al to Dale A. Crenweige 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 63° 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;

EXHIBIT "A"
Cont'd

60-foot Road Easement – Dale Crenwelge

N 17° 57' 06" 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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Giles County Texas

June 24, 2020 02:51:36 PM

FEE: \$58.00 LMOOSE

LD



EXHIBIT "A"

Cont'd

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 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 33° 58' 51" W 1340.10 feet to an angle point;

N 47° 13' 45" W 828.40 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 a 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 "A"

Cont'd

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenweige
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. Crenweige by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being 20 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' 04" 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° 24' 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:

EXHIBIT "A"

Cont'd

60-foot Road Easement #3 - Dale Crenwelge

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 09° 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 53.14 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 887.91 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
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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Ruscha

Mary Lynn Ruscha, County Clerk
Gillespie County Texas
February 05, 2021 01:54:20 PM
\$118.00 FELICIA
ARATION

EXHIBIT "A"
Cont'd

20210978