

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR VASTERLING CREEK RANCH**

STATE OF TEXAS §

§

COUNTY OF LLANO §

**KNOW ALL MEN BY THESE PRESENTS**

This Declaration is made on the date hereinafter set forth by EN TODO INVESTMENTS, LLC, a Texas Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the Owner of that certain tract of land located in Llano County, Texas, containing 1261.415 acres, more or less, being more particularly described in the attached Exhibit "A" (hereinafter referred to as the "Property").

WHEREAS, the Property includes 920.42 acres, more or less, located in Llano County, Texas, and being more particularly described in the attached Exhibits "B-1" and "B-2" (hereinafter referred to as "SOJ Land"); the Property save and except the SOJ Land is hereinafter referred to as the "Ranch".

WHEREAS, it is the desire and purpose of Declarant to place certain restrictions, easements, covenants, conditions and reservations upon the Property in order to establish a uniform plan for its development, insure the use of the Ranch for primarily agricultural or residential purposes, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts, and to promote the health, safety, and welfare of the residents of the Property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property, this Declaration for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Declaration shall run with the land and inure to the benefit of each Owner and such Owner's successors and assigns.

**ARTICLE I  
DEFINITIONS**

Declaration. "Declaration" means this Declaration of Covenants, Conditions, Easements and Restrictions for Vasterling Creek Ranch.

Declarant. "Declarant" means and refers to EN TODO INVESTMENTS, LLC, a Texas Limited Liability Company, its successors and assigns.

Improvement. "Improvement" means every structure and all appurtenances of every type and kind.

Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Tract(s), excluding lien holders. If a Tract is owned by more than one person, all of the owners of the Tract will collectively be referred to as the "Owner" of such Tract for purposes of this Declaration

Restrictions. "Restrictions" means the restrictive covenants set forth in Article II of this Declaration.

Road. "Road" means the roadway constructed or to be constructed within the Road Easement.

Road Easement. "Road Easement" means the easement established under Section 3.01 hereof for the purpose of providing ingress and egress over and across the Road for the benefit of the Tract Owners as a means of access to and from West Ranch Road 152.

Road Maintenance Tracts. "Road Maintenance Tracts" means all Tracts within the Ranch and all Tracts within the portion of the SOJ Land described in the attached Exhibit "B-1", excluding the Tract of any Owner within the SOJ Land which has formally abandoned use of the Road as provided in Section 3.02 hereof.

Tract. "Tract" means any of the individual, separately described tracts of land or lots located within the boundary of the Property. All contiguous acreage owned by the same Owner shall be considered one Tract.

## ARTICLE II USE RESTRICTIONS FOR TRACTS

2.01 Property Subject to Restrictions. The Ranch, including all the individual Tracts therein, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner. In addition, upon any subdivision of the SOJ Land (whether by plat or conveyance by metes and bounds) that creates a Tract less than 100 acres in size, such Tract shall thereafter be subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner. These Restrictions shall not be binding on (but shall inure to the benefit of) the Owner of any portion of the SOJ Land prior to, or not the subject of, such subdivision.

2.02 Re-plating and Subdividing. No Tract may be re-platted or subdivided into smaller tracts containing less than Twenty (20) acres. Notwithstanding the foregoing, this Section 2.02 shall not apply to any Tract within the SOJ Land if the Owner of such Tract has formally abandoned use of the Road as provided in Section 3.02 hereof.

2.03 Usage. Except as specifically set forth in these Restrictions, all Tracts shall be used primarily for agricultural or single-family residential purposes only, with the exception of certain secondary light commercial uses as defined in Section 2.04. No commercial feedlots or commercial poultry shall be operated on the Property. Livestock and exotic animals in numbers that do not overburden the Property are permitted, excluding pigs and hogs. Chickens shall only be allowed so long as such birds are kept in a coop and at a maximum of twenty (20) birds per Tract.

2.04 Light Commercial Use. Light commercial use is recognized as activity for profit that does not impact the Tract's primary use of agricultural or single family residential, and does not cause an unreasonable amount of disturbance or nuisance to any other Tract Owner.

2.05 Residential Requirements. Every Tract with Improvements shall have a main residence suitable for residential habitation. A Tract Owner may construct a "barndominium" structure containing a barn, garage or storage area but that also contains a residential area. All structures shall have either standing seam metal roofs or barrel tile roofs.

2.06 Guesthouses, Barns, Workshops & Storage Buildings. One guesthouse may be built upon each Tract provided the guesthouse and is located to the rear of the main residence. A permanent barn, workshop or storage building shall also be allowed provided it is located to the rear of the main residence.

2.07 Guesthouses or Barns as Temporary Living Space. Guesthouses and/or guest quarters located inside of a barn not meeting the requirements of Section 2.06 shall be allowed and may be used by the Tract Owner prior to construction of the main residence, or as a temporary residence during the construction of the main residence, so long as the guesthouse or guest quarters are not used as the Tract Owner's permanent residence, and so long as the

main residence is completed within two (2) years after completion of the guesthouse or barn as temporary living space.

2.08 Prefabricated or Mobile Homes. No prefabricated structures, trailers, or mobile homes of any kind are permitted to be located on any Tract.

2.09 Temporary Structures and Use of RVs. No structure of a temporary character, whether trailer camper, motor home, recreational vehicle (RV), tent, or other structure shall be used on any Tract as a residence, either temporarily or permanently. Prior to the construction of a residence on a Tract, an Owner may use a trailer camper, motor home, recreational vehicle (RV), or tent for camping purposes no more than thirty (30) days per year so long as said trailer camper, motor home, recreational vehicle (RV), or tent for camping is not visible from the Road or any neighboring Tract .

2.10 Storage of Farm Equipment, Trailers, RVs and Boats. All farm or ranch equipment, trailers, RVs, boats, and other on or off-road vehicles or similar items on a Tract shall be stored in enclosed structures or reasonably screened from view from any neighboring Tract and the Road. There will be no storage of any vehicle until the main residence, barn, workshop, or storage building able to screen or house these vehicles has been constructed on the Tract.

2.11 Construction Time. There is no required timeline to start construction of Improvements on a Tract; however, once construction of any Improvement begins it shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

2.12 Setback Lines. Except for fencing, entrances, driveways, walkways, and landscaping, no Improvements shall be located within two hundred feet (200') of any Tract line. Said set-back restriction shall also apply to hunting blinds (of any kind), deer feeders and other items incident to hunting.

2.13 Maintenance. Each Owner shall keep all Improvements on such Owner's Tract in good condition and adequately maintained at all times. Each Tract shall be maintained in a clean and neat manner, free of trash and litter at all times. No abandoned or inoperative equipment, vehicles, or junk shall be permitted on any Tract. Trash, garbage or other waste shall be kept in sanitary containers and kept out of sight from the Road, except on designated trash pick-up days and placed in the designated trash area within the common area more particularly described on Exhibit "C" attached hereto. Each Owner shall have a right of access to and within the designated common area for such purposes. The Road Commission Agent as identified herein shall be responsible for maintenance and upkeep of such designated common area, to be paid for out of road maintenance assessments as provided herein. Materials incident to construction of Improvements on a Tract may be stored on such Tract during construction.

2.14 Fencing. All perimeter fences erected on a Tract shall be constructed of new materials. All fencing along the Road shall be pipe rail fencing and erected in accordance with professional fence building standards regarding quality and appearance.

2.15 Explosives. No explosives shall be discharged on any part of the Property.

2.16 Hunting. Hunting with firearms is allowed within Tracts so long as strict compliance with all federal, state and local regulations is adhered to. The discharge of firearms for non-hunting purposes shall only be done in a controlled environment so as to safely capture any projectile and shall be conducted in a manner that does not cause a nuisance. The Declarant may, but is not required, to adopt future rules and regulations concerning the use of firearms on the Property.

2.17 Dark Sky Lighting. Any exterior illumination shall utilize Dark Sky Lighting systems to the maximum extent

practicable and placed in a manner so as to not be directly visible from, or to create a direct glare into, any adjoining Tracts or public roadways.

**2.18. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind will be permitted upon or in any Tract, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Tract. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any Tract.

**2.19 Security.** The Declarant is not responsible for security of any Tract and the Owners are exclusively responsible for security of home and property.

**2.20 Burning.** All Owners must follow all Llano County, Texas burn bans, burning ordinances or other similar requirements. Outdoor fires are permissible so long as said fires are properly monitored and controlled to prevent the spread of any fire.

**2.21 Subdividing and Construction Compliance.** All Owners, prior to construction or subdividing, shall comply with current local, state, and federal guidelines, including but not limited to, Llano County Subdivision Regulations and Lower Colorado River Authority Regulations.

**2.22 Buffer Zone:** As to any creek or waterway located on a Tract within the Ranch which is within one mile of the Llano River, Declarant hereby establishes a 25 foot wide buffer zone from the top of the channel bank on both sides of said creek. This area shall remain a vegetative area and free of imperious cover.

### **ARTICLE III ROAD EASEMENT AND MAINTENANCE**

**3.01 Grant of Easement.** Declarant hereby reserves, grants and conveys to the Owners a perpetual nonexclusive easement for the purpose of providing ingress and egress over and across the Road for the benefit of the Tract Owners and their respective occupants, agents, employees, contractors and invitees and for emergency vehicles. Such easement area measures forty feet (40') in width within the Ranch and is more particularly described on Exhibit "D" attached hereto. Such easement grant and reservation includes a perpetual nonexclusive easement for the installation, inspection, use, operation, maintenance, replacement, upgrade and repair, as applicable, of the Road and utility lines and facilities located within the Road Easement. Each Owner adjoining the Road shall own to the middle of the Road, subject to this Road Easement.

**3.02 Abandonment of Road Use.** Any Owner of a Tract within the SOJ Land may elect at any time to abandon use of the Road by recording an appropriate document affirming such abandonment in the Llano County property records. Upon the recording of such abandonment instrument, the rights and obligations of this Article III shall not apply to such Owner or its Tract, except that the utility easement portion of the Road Easement shall remain in force and effect for the benefit of such Owner and its Tract. An Owner making such abandonment election may revoke it at any time by recording an appropriate document affirming such revocation in the Llano County property records.

**3.03 Road Commission Agent.** Until sufficient development occurs, Declarant will act as Road Commission Agent hereunder. "Sufficient development" shall have occurred when at least seventy-five percent (75%) of the total acreage within the Ranch is owned by Owners other than Declarant. Once sufficient development has occurred, a Road Commission Agent shall be elected by a majority vote of the Owners of the Road Maintenance Tracts (with each such Owner having one (1) vote per Tract owned). The Road Commission Agent will serve a term as agreed to by such Owners and can be replaced or renewed at any time by a majority vote of the Owners of the Road Maintenance Tracts. The Road Commission Agent shall be responsible for monitoring the condition of

the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

**3.04 Road Maintenance and Improvement.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the Road in reasonably good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of Owners of the Road Maintenance Tracts is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, Owners of the Road Maintenance Tracts will be notified by the Road Commission Agent, cost estimates will be provided, and a majority vote of Owners of the Road Maintenance Tracts approving such expenditure will be required. No Owner shall perform any improvements or maintenance to the Road, except in case of emergency and/or by first notifying the Road Commission Agent. If any Owner performs improvements, maintenance, repairs or replacements of the Road without the approval of the other Owners prior to performing such work, the Owner performing such work shall be responsible for the entire cost and quality thereof. Notwithstanding anything herein to the contrary, the Owner of the portion of the SOJ Land described in the attached Exhibit "B-2" shall have the right at any time, at its sole cost and expense, to improve, widen, replace, maintain and repair the Road without the approval of any other Owner or the Road Commission Agent.

**3.05 Obstructions.** The following is prohibited within the Road Easement at all times unless consented to in writing by all of the Owners: construction, installation, maintenance or existence of any Improvement, wall, fence, gate, curb, barrier, post or other impediment or obstruction of any kind upon, across or adjacent to any portion of the Road; storage or parking of any machinery, trailers, vehicles or other property upon, across or adjacent to any portion of the Road; use of the Road in connection with any use prohibited by the Restrictions; or any other use or action that would prevent or impair the use or exercise of the easement rights granted hereby.

**3.06 Cost Sharing.** Except as set forth in Section 3.04 hereof, road maintenance, repair and improvement costs shall be shared on a pro-rata basis, per Tract, between the Owners of the Road Maintenance Tracts. For example, if there are ten (10) Road Maintenance Tracts, the Owners thereof would each be responsible for a 1/10th share of the costs incurred. The Road Commission Agent shall provide all Owners with an updated copy of the cost allocations whenever changes are made thereto. In addition, the Road Commission Agent shall have the right to assess and collect a road maintenance assessment from each Owner of a Road Maintenance Tract in the initial amount of \$300.00 per year in order to create a reserve for road maintenance costs. The Road Commission Agent may adjust the road maintenance assessment by one percent (1%) annually, if necessary.

**3.07 Disputes.** If a dispute arises over any aspect of the improvement, maintenance, repair or replacement of the Road, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Owners so long as it is not inconsistent with the terms of this Declaration. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each Tract shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration in accordance with Section 3.06 hereof.

## **ARTICLE IV GENERAL PROVISIONS**

**4.01 Term.** The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date this Declaration is recorded. This Declaration shall be automatically extended for successive periods of twenty (20) years each time unless this Declaration is cancelled by a two-thirds (2/3) majority vote of the Tract Owners (with each Owner having one (1) vote per acre owned within the Property) and an appropriate document is recorded in the Llano County property records evidencing the cancellation of this Declaration.

**4.02 Amendments.** Except for any amendment affecting any existing Improvements, this Declaration may be amended or changed, in whole or in part, at any time by a two-thirds (2/3) majority vote of the Owners (with each Owner having one (1) vote per acre owned within the Property) and an appropriate document is recorded in the Llano County property records evidencing the amendment of this Declaration.

**4.03 Amendment by the Declarant.** The Declarant shall have the right at any time, with the consent of the Owner(s) of the SOJ Land but without consent of any other Owner or other party, to amend the Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Declarant owns at least one Tract and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Property as evidenced by the Restrictions.

**4.04 Enforceability.** The Declarant or any Tract Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges imposed now or in the future by the provisions of this Declaration. If a court action or lawsuit is necessary to enforce this Declaration, the party(ies) prevailing in such action or lawsuit shall be entitled to recovery of its reasonable attorney fees and costs from the non-prevailing party(ies).

**4.05 Severability.** Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

**4.06 Liberal Interpretation.** The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

**4.07 Successors and Assigns.** The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Declarant, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

**4.08 Terminology.** The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear. The singular shall include the plural and vice versa.

**4.09 Assignability.** Declarant may assign and/or delegate its rights and privileges, duties, and obligations hereunder, which rights, privileges, duties, and obligations are and shall be assignable. In this connection, Declarant shall have the right, but not the obligation, to assign its right, privileges, duties, and obligations, in whole or in part, to any persons, civic group, and/or owners' association. Declarant shall be relieved of any and all responsibility under this Declaration if and to the extent Declarant shall make such assignments.

**4.10 Invalidity.** Should any provision in this Declaration be deemed invalid or unenforceable, the remainder of this Declaration shall not be affected and each other term and condition shall be valid and enforceable to the extent permitted by law.

**4.11 Notices.** Notices to a Tract Owner under this Declaration shall be deemed sent upon delivery by certified mail or in person to the address to which the Tract Owner's property tax bills are sent.

[signature follows on next page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 21<sup>st</sup> day of July, 2020.

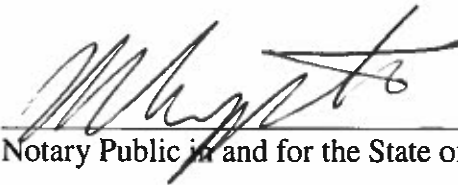
EN TODO INVESTMENTS, LLC, a Texas limited liability company

By:   
David Faust, Managing Member

*Colorado*  
THE STATE OF ~~TEXAS~~ §  
§  
COUNTY OF *Archuleta* §

The foregoing instrument was acknowledged before me this 20 day of July, 2020, by David Faust, Managing Member of En Todo Investments, LLC, a Texas limited liability company, on behalf of said company.

MICHAEL P COTO  
Notary Public  
State of Colorado  
Notary ID # 20174016963  
My Commission Expires 04-19-2021

  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:  
ARROWHEAD LAND TITLES, INC  
P.O. Box 7627  
Horseshoe Bay, Texas 78657

## EXHIBIT "A"

Page 1 of 2



MASON | FREDERICKSBURG  
P.O. Box 571 Mason, TX 74854 | 325-347-7489 / T8PLS Form #13193966  
P.O. Box 1304 Fredericksburg, TX 74624 | 806-352-9116 / T8PLS Form #13194311  
www.searchers.com

**LEGAL DESCRIPTION:** Being 1261.415 acres of land out of the Elizabeth Belts Survey No. 2, Abstract No. 31 in Llano County, Texas and being a portion of that certain 1326.19 acre tract described in Volume 1541, Page 0258 of the Official Public Records of Llano County, Texas; Said 1261.415 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in March 2019:

**BEGINNING** at a 5 inch cedar fence corner post found in the east line of the William Wright Survey No. 3, Abstract No. 825 and the west line of said Abstract No. 31, for a corner of that certain 546.39 acre tract described in Volume 1574, Page 2537 of said Official Public Records, the southwest corner of said 1326.19 acre tract, the northwest corner of that certain 779 acre tract described in Volume 976, Page 42 of said Official Public Records, and the southwest corner hereof;

**THENCE** North 01°00'44" West a distance of 7653.31 feet along the east line of said Abstract No. 825, the west line of said Abstract No. 31, the east line of said 546.39 acre tract, the east line of that certain 277.0 acre tract described in Volume 1551, Page 1108 of said Official Public Records, the east line of that certain 376.83 acre tract described in Volume 473, Page 15 of said Official Public Records, and the west line of said 1326.19 acre tract to a 2.5 inch pipe fence corner post found for a corner of that certain 409.7 acre tract described in Volume 109, Page 69 of the Deed Records of Llano County, Texas, a corner of said 1326.19 acre tract, and a corner hereof;

**THENCE** North 89°49'29" East a distance of 1268.13 feet along the south line of said 409.7 acre tract and a north line of said 1326.19 acre tract to a 5 inch pipe fence corner post found for the southeast corner of said remainder of 409.7 acre tract, a corner of said 1326.19 acre tract, and a corner hereof;

**THENCE** North 00°37'08" West a distance of 10596.85 feet along the east line of said 409.7 acre tract, the east line of that certain 69.140 acre tract, Second Tract, described in Volume 1114, Page 179 of said Official Public Records, the east line of that certain 369.3 acre tract, First Tract, recorded in said Volume 1114, Page 179 and further described in Volume 109, Page 66 of said Deed Records, and the west line of said 1329.19 acre tract to a calculated point in the south line of Ranch Road 152 for the northwest corner hereof, and from which a 6 inch pipe fence corner post found bears South 28°54'31" West a distance of 1.91 feet, a concrete monument found in the south line of said Ranch Road 152 bears South 59°42'53" West a distance of 371.16 feet and a 3/8 inch iron rod found in the east line of said 369.3 acre tract for the southwest corner of that Diamond Cross River Access Subdivision as shown on plat recorded in Volume 4, Page 88 of the Plat



EXHIBIT "A"

Page 2 of 2

Records of Llano County, Texas and a corner of said 1326.19 acre tract bears North 00°37'08" East a distance of 95.56 feet;

THENCE crossing said 1326.19 acre tract along the south line of said Ranch Road 152, the following 5 courses:

1. North 59°42'53" East a distance of 281.86 feet to a calculate point;
2. Along a non-tangent curve to the right having an arc length of 479.07 feet, a radius of 3778.05 feet, and a chord that bears North 63°20'50" East a distance of 478.75 feet to a concrete monument found;
3. North 67°00'01" East a distance of 231.26 feet to a concrete monument found;
4. Along a non-tangent curve to the right having an arc length of 706.99 feet, a radius of 1869.86 feet, and a chord that bears North 77°48'35" East a distance of 702.78 feet to concrete monument found;
5. North 88°36'38" East a distance of 822.44 feet to a calculated point in the west line of that certain 765 acre tract recorded in Volume 1235, Page 246 of said Official Public Records and further described in Volume H, Page 21 of said Deed Records, and the east line of said 1326.19 acre tract, for the northeast corner hereof, and from which a 2.5 inch pipe fence corner post found bears South 77°50'46" East a distance of 7.34 feet, a concrete monument found in the south line of said Ranch Road 152 bears North 88°36'38" East a distance of 917.15 feet and a 1/2 inch iron rod found with cap marked "FLT RPLS 1739 in the west line of said 765 acre tract for the southeast corner of said Diamond Cross River Access Subdivision and the northeast corner of said 1326.19 acre tract and bears North 00°49'21" West a distance of 1812.22 feet;

THENCE South 00°49'21" East a distance of 18826.04 feet along the east line of said 1326.19 acre tract and the west line of said 765 acre tract to an 8 inch oak fence corner post found for the northeast corner of said 779 acre tract, the southeast corner of said 1326.19 acre tract, and the southeast corner hereof;

THENCE South 89°19'10" West a distance of 3682.20 feet along the south line of said 1326.19 acre tract and the north line of said 779 acre tract to the POINT OF BEGINNING containing 1261.415 acres of land, more or less, and as shown on certified plat herewith.

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

Surveyed by;



Abraham J. Leamons  
Registered Professional Land Surveyor #6275  
Date: April 18, 2019  
Job# 19-3056



## LLANO SURVEYING AND MAPPING, LLC

FRED L. THOMPSON &amp; ASSOCIATES

P. O. BOX 74 LLANO, TEXAS 78643-0074

325-247-4510 (O) 325-247-1043 (F)

FIRM Registration #: 100502-00

(PAGE 2 OF 2)

## FIELD NOTES DESCRIBING 257.72 ACRES OF LAND IN LLANO COUNTY, TEXAS.

BEING 257.72 ACRES OF LAND OUT OF THE ELIZABETH BETTS SURVEY NO. 2, ABSTRACT NO. 31, IN LLANO COUNTY, TEXAS, PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 1261.415 ACRES IN A DEED TO EN TODO INVESTMENTS, LLC, OF RECORD IN DOCUMENT NO. 19-03350 LLANO COUNTY OFFICIAL PUBLIC RECORDS (L.C.O.P.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod set in a west line of a tract of land called 662.70 acres surveyed this date, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod set in the south line of R.M. Highway No. 152, an 80 foot wide right of way of record in Volume 77, Page 297, Llano County Deed Records (L.C.D.R.), lies N 00° 36' 11" W 928.41 feet and N 00° 52' 08" W 5551.61 feet, and from there a concrete monument found in the south line of said highway, opposite Station PT 163+84.7 bears S 88° 36' 39" W 769.01 feet;

**THENCE** over and across the above said En Todo tract, S 00° 36' 11" E 1478.82 feet to a 1/2" iron rod set at an angle point; and S 00° 51' 05" E, at 904.02 feet pass a 1/2" iron rod set, in all 3252.70 feet to a 1/2" iron rod set for an interior corner of the 662.70 acre tract surveyed this date and the southeast corner hereof;

**THENCE** over and across the said En Todo tract, with a line of tposts and the north line of the 662.70 acre tract surveyed this date, N 90° 00' 00" W, at 1055.41 feet pass a 1/2" iron rod set, in all 2383.04 feet to a 4.5" iron pipe post found for an interior ell corner of the En Todo tract, in the north line of the 662.70 acre tract, for the southeast corner of that certain tract of land described as 409.7 acres in a deed to Ruby Varval, recorded in Volume 109, Page 69, L.C.D.R., and the southwest corner hereof;

**THENCE** with the east line of the Varval tract, the west line of the En Todo tract, and generally with the fence, the following five (5) courses and distances:  
 N 00° 52' 54" W 1003.09 feet to a 2 & 1/4" iron pipe post;  
 N 00° 32' 48" W 1345.51 feet to a 1/2" iron rod set in the fence;  
 N 00° 32' 49" W 1369.11 feet to a 2 & 1/4" iron pipe post;  
 N 00° 19' 07" W 640.84 feet to a 2 & 1/4" iron pipe post; and  
 N 00° 15' 10" W 356.71 feet to the west side of an 8" creosote post in the east line of the said Varval tract, in the west line of the En Todo tract for the northwest corner hereof;

**THENCE** over and across the En Todo tract, generally with the fence, the following three (3) courses and distances:  
 N 89° 30' 49" E 1212.87 feet to a 1/2" iron rod set at the southerly terminus of an Access Easement surveyed this date;  
 N 89° 35' 16" E 533.86 feet to a 1/2" iron rod set at an angle point; and  
 N 89° 49' 09" E 618.96 feet to the **POINT OF BEGINNING** hereof, and containing an area of 257.72 acres, more or less, as surveyed by Llano Surveying and Mapping, LLC under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearings for this tract is the Texas State Plane Coordinate System NAD83. Distances are grid.  
 C.S.F.= 0.9998421289

All 1/2" iron rods set have an aluminum cap inscribed "Llano Surveying".

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 7<sup>th</sup> day of July, 2020. Witness my hand and seal this the 14<sup>th</sup> day of July, 2020.



John A. Ables R.P.L.S. #6102  
 P. O. Box 74, Llano, TX 78643

20062902 257.72 Acres  
 Copyright 2020  
 Llano Surveying & Mapping, LLC

## LLANO SURVEYING AND MAPPING, LLC

FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074325-247-4510 (O) 325-247-1043 (F)  
FIRM Registration #: 100502-00

## FIELD NOTES DESCRIBING 662.70 ACRES OF LAND IN LLANO COUNTY, TEXAS.

BEING 662.70 ACRES OF LAND OUT OF THE ELIZABETH BETTS SURVEY NO. 2, ABSTRACT NO. 31, IN LLANO COUNTY, TEXAS, PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 1261.415 ACRES IN A DEED TO EN TODO INVESTMENTS, LLC, OF RECORD IN DOCUMENT NO. 19-03350 LLANO COUNTY OFFICIAL PUBLIC RECORDS (L.C.O.P.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod set in the south line of R.M. Highway No. 152, an 80 foot wide right of way of record in Volume 77, Page 297, Llano County Deed Records (L.C.D.R.), in the west line of that certain tract of land described as 765.0 acres in a deed to Finley Mill, L.P., recorded in Volume 1235, Page 246, L.C.O.P.R., and described in Volume H, Page 21, L.C.D.R., the northeast corner of the above said En Todo tract, the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE** with the west line of the Finley Mill, L.P. tract and the east line of the En Todo tract, and generally with the fence, the following six (6) courses and distances:

S 00° 52' 08" E 5552.30 feet to an 8" cedar post;  
S 00° 36' 11" E 2407.23 feet to an 8" cedar post;  
S 00° 51' 03" E 3253.45 feet to a ½" iron rod set in the fence at an angle point;  
S 00° 48' 50" E 691.48 feet to a 6" cedar post;  
S 00° 42' 26" E 4756.31 feet to a 6" cedar post, and  
S 00° 59' 06" E 2165.01 feet to an 8" cedar post found in the west line of the said Finley Mill, L.P. tract, in the east line of the En Todo tract, for the northeast corner of that certain tract of land described as 779 acres in a deed to Evelyn Marie Sagebiel, Independent Administratrix of the Estate of Carlos Lee Sagebiel, recorded in Volume 976, Page 42, L.C.O.P.R., the southeast corner of the said En Todo tract and the southeast corner hereof;

**THENCE** with the north line of the Sagebiel tract, the south line of the En Todo tract, and generally with the fence, S 89° 18' 59" W 3682.07 feet to an 8" old concrete post hole with a 6" cedar post therein, in the occupational east line of the William Wright Survey No. 3, Abst. No. 825, in the east line of that certain tract of land described as 546.39 acres in a deed to KII Ranch, Castell, LLC, recorded in Volume 1574, Page 2537, L.C.O.P.R., in the occupational west line of the Elizabeth Betts Survey No. 2, for the northwest corner of the said Sagebiel tract, the southwest corner of the En Todo tract, and the southwest corner hereof;

**THENCE** along the occupational east line of the said William Wright Survey No. 3, same being the occupational west line of the Elizabeth Betts Survey No. 2, the west line of the En Todo Tract, and generally with the fence, the following four (4) courses and distances:

N 01° 01' 47" W 2333.83 feet to a 3" iron pipe post found for the northeast corner of the said KII Ranch, Castell, LLC tract, and the southeast corner of that certain tract of land described as 277.00 acres in a deed to Keenan Franz, recorded in Volume 1551, Page 1108, L.C.O.P.R.;  
N 00° 58' 24" W 1877.30 feet to a northerly 12" cedar gate post at an angle point;  
N 01° 02' 17" W 1279.96 feet to a 3/8" iron rod found (bent) for the northeast corner of the said Franz tract, same being the southeast corner of that certain tract of land described as Tract 1, 376.83 acres in a deed to James D. Miertschin, recorded in Volume 473, Page 15, L.C.O.P.R.; and  
N 01° 00' 49" W 2162.09 feet to a 2 & ¼" galvanized fence post found in the east line of the Miertschin tract, for the southwest corner of that certain tract of land described as 409.7 acres in a deed to Ruby Varval, recorded in Volume 109, Page 69, L.C.D.R., the westerly northwest corner of the En Todo tract and the westerly northwest corner hereof from which a 2 & ½" iron pipe post found bears S 67° 11' 10" E 1.54 feet;

**THENCE** with the south line of the Varval tract, a more southerly north line hereof, and generally with the fence, N 89° 49' 11" E 1268.31 feet to a 4.5" iron pipe fence post found for the southeast corner of the said Varval tract, and an interior corner of the En Todo tract;

**THENCE** over and across the En Todo tract, with a line of tposts, S 90° 00' 00" E, at 1327.63 feet pass a ½" iron rod set, in all 2383.04 feet to a ½" iron rod set for the southeast corner of a 257.72 acre tract surveyed this date, and an interior corner hereof;

**LLANO SURVEYING AND MAPPING, LLC**  
**FRED L. THOMPSON & ASSOCIATES**  
**P. O. BOX 74 LLANO, TEXAS 78643-0074**  
325-247-4510 (O) 325-247-1043 (F)  
FIRM Registration #: 100502-00

**FIELD NOTES DESCRIBING 662.70 ACRES OF LAND IN LLANO COUNTY, TEXAS.**

**THENCE** over and across the En Todo tract, the following three (3) courses and distances:

N 00° 51' 05" W, at 2348.67 feet pass a 1/2" iron rod set, in all 3252.70 feet to a 1/2" iron rod set;  
N 00° 36' 11" W, at 1478.82 feet pass a 1/2" iron rod set for the northeast corner of said 257.72 acre tract surveyed  
this date, in all 2407.23 feet to a 1/2" iron rod set at an angle point; and

N 00° 52' 08" W, with a line of iron rods set, a total distance of 5551.61 feet to a 1/2" iron rod set in the south line  
of R.M. Highway No. 152, in the north line of the En Todo tract, for the northwest corner hereof. from which a  
concrete monument found opposite Station PT 163+84.7, in the north line of the En Todo tract bears  
S 88° 36' 39" W 769.01 feet;

**THENCE** N 88° 36' 39" E 60.00 feet to the **POINT OF BEGINNING** hereof, and containing an area of 662.70  
acres, more or less, as surveyed by Llano Surveying and Mapping, LLC, under the supervision of John A. Ables  
R.P.L.S. No. 6102.

Basis of Bearings for this tract is the Texas State Plane Coordinate System NAD83. Distances are grid.  
C.S.F.= 0.9998421289

All 1/2" iron rods set have an aluminum cap inscribed "Llano Surveying".

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part  
hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared  
from an on the ground survey performed under my supervision on the 7<sup>th</sup> day of July, 2020. Witness my hand and  
seal this the 14<sup>th</sup> day of July, 2020.



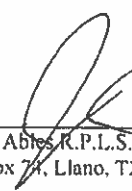
  
\_\_\_\_\_  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

EXHIBIT C  
**LLANO SURVEYING AND MAPPING, LLC**  
FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074  
325-247-4510 (O) 325-247-1043 (F)  
FIRM Registration #: 100502-00

**FIELD NOTES DESCRIBING 0.60 OF AN ACRE OF LAND IN LLANO COUNTY, TEXAS.**

BEING 0.60 OF AN ACRE OF LAND OUT OF THE ELIZABETH BETTS SURVEY NO. 2, ABSTRACT NO. 31. IN LLANO COUNTY, TEXAS, PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 1261.415 ACRES IN A DEED TO EN TODO INVESTMENTS, OF RECORD IN DOCUMENT NO. 19-03350 LLANO COUNTY OFFICIAL PUBLIC RECORDS (L.C.O.P.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod set in the north line of the above said En Todo tract, in the south line of R.M. Highway No. 152, an 80 foot wide right of way of record in Volume 77, Page 297, Llano County Deed Records (L.C.D.R.), for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod set in the centerline of a 40 foot wide Access Easement surveyed this date lies N 89° 36' 39" E 20.01 feet.;

**THENCE** over and across the En Todo tract, along the west line of said 40 foot wide Access Easement, along a curve to the right, through a central angle of 20° 37' 39", with a radius of 590.94 feet, an arc distance of 213.43 feet, a chord bearing of S 06° 56' 49" W 212.27 feet to a 1/2" iron rod set; and S 17° 17' 37" W 59.30 feet to a 1/2" iron rod set for the south corner hereof, from which a 1/2" iron rod set in the west line of said Access Easement at an angle point lies S 17° 17' 37" W 40.47 feet;

**THENCE** leaving said Access Easement, over and across the En Todo tract, N 35° 45' 32" W 146.24 feet to a 1/2" iron rod set, and N 00° 23' 33" W 145.52 feet to a concrete monument found in the south line of said highway, opposite Station PT 163+84.7, for the northwest corner hereof;

**THENCE** N 88° 36' 39" E 129.80 feet to the **POINT OF BEGINNING** hereof, and containing an area of 0.60 of an acre, more or less, as surveyed by Llano Surveying and Mapping, LLC under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearings for this tract is the Texas State Plane Coordinate System NAD83. Distances are grid. C.S.F.= 0.9998421289

All 1/2" iron rods set have an aluminum cap inscribed "Llano Surveying".

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 7<sup>th</sup> day of July, 2020. Witness my hand and seal this the 14<sup>th</sup> day of July, 2020.



  
\_\_\_\_\_  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

## LLANO SURVEYING AND MAPPING, LLC

FRED L. THOMPSON & ASSOCIATES  
 P. O. BOX 74 LLANO, TEXAS 78643-0074  
 325-247-4510 (O) 325-247-1043 (F)  
 FIRM Registration #: 100502-00

FIELD NOTES DESCRIBING THE CENTERLINE OF A 40 FOOT WIDE ROAD  
 EASEMENT IN LLANO COUNTY, TEXAS.

THE FOLLOWING DESCRIBES THE CENTERLINE OF A 40 FOOT WIDE ACCESS EASEMENT OUT OF THE ELIZABETH BETTS SURVEY NO. 2, ABSTRACT NO. 31, IN LLANO COUNTY, TEXAS, OVER AND ACROSS THAT CERTAIN TRACT OF LAND DESCRIBED AS 1261.415 ACRES IN A DEED TO EN TODO INVESTMENTS, LLC, OF RECORD IN DOCUMENT NO. 19-03350 LLANO COUNTY OFFICIAL PUBLIC RECORDS (L.C.O.P.R.), SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod set in the south line of R.M. Highway No. 152, an 80 foot wide right of way of record in Volume 77, Page 297, Llano County Deed Records (L.C.D.R.), in the north line of the above said En Todo tract, from which a concrete monument found in the south line of said highway, opposite Station PT 163+84.7 bears S 88° 36' 39" W 149.81 feet;

**THENCE** over and across the En Todo tract, with the centerline hereof, the following courses and distances:

with a curve to the right, through a central angle of 20° 37' 39", a radius of 610.94 feet, an arc distance of 219.95 feet, a chord bearing of S 06° 58' 48" W 218.76 feet (C3);

S 17° 17' 37" W 100.37 feet (L1); S 20° 42' 11" W 101.77 feet (L2);

S 06° 01' 22" W 108.21 feet (L3); S 03° 57' 56" E 107.19 feet (L4);

S 05° 14' 12" W 98.30 feet (L5); S 22° 00' 25" W 99.22 feet (L6);

S 11° 24' 36" W 100.18 feet (L7); S 06° 33' 58" W 230.98 feet (L8);

S 14° 29' 55" W 242.64 feet (L9); S 14° 35' 22" W 107.07 feet (L10);

S 14° 09' 31" W 93.14 feet (L11); S 14° 36' 23" W 94.22 feet (L12);

S 29° 29' 09" W 82.50 feet (L13); S 66° 28' 53" W 89.58 feet (L14);

S 67° 46' 21" W 114.01 feet (L15); S 31° 37' 37" W 147.15 feet (L16) to the beginning of a non tangent curve to the left;

with a curve to the left, through a central angle of 37° 02' 16", with a radius of 455.82 feet, an arc distance of 294.66 feet, a chord bearing of S 00° 19' 10" W 289.55 feet (C4) to the beginning of a curve to the right;

with said curve to the right, through a central angle of 14° 09' 02", with a radius of 1412.71 feet, an arc distance of 348.90 feet, a chord bearing of S 11° 07' 27" E 348.02 feet (C5);

S 05° 25' 16" E (not tangent to C5) 179.19 feet (L17); S 00° 28' 43" E 210.32 feet (L18);

S 05° 25' 16" E 367.66 feet (L19) to the beginning of a non tangent curve to the right;

with a curve to the right, through a central angle of 16° 11' 36", with a radius of 297.55 feet, an arc distance of 84.10 feet, a chord bearing of S 04° 40' 49" W 83.82 feet (C6) to the beginning of a curve to the left;

with a curve to the left, through a central angle of 32° 47' 35", with a radius of 259.17 feet, an arc distance of 148.34 feet, a chord bearing of S 09° 37' 34" E 146.32 feet (C7) to the beginning of a curve to the right;

with a curve to the right, through a central angle of 26° 16' 17", with a radius of 252.38 feet, an arc distance of 115.72 feet, a chord bearing of S 12° 53' 12" E 114.71 feet (C8);

S 00° 14' 57" W 144.41 feet (L20); S 01° 25' 16" W 200.66 feet (L21) to the beginning of a curve to the left;

with a curve to the left, through a central angle of 35° 29' 51", with a radius of 311.04 feet, an arc distance of 192.70 feet, a chord bearing of S 19° 10' 11" W 189.63 feet (C9);

S 03° 30' 19" W (not tangent to C9) 73.58 feet (L22); S 08° 37' 31" E 75.28 feet (L23);

S 26° 34' 11" E 106.63 feet (L24); S 03° 48' 40" W 87.98 feet (L25);

S 22° 22' 30" W 158.12 feet (L26); S 13° 43' 28" W 115.68 feet (L27);

S 15° 21' 46" E 116.74 feet (L28); S 22° 00' 23" E 102.30 feet (L29) to the beginning of a curve to the right;

with a curve to the right, through a central angle of 29° 37' 35", with a radius of 367.28 feet, an arc distance of 189.91 feet, a chord bearing of S 07° 11' 36" E 187.80 feet (C10);

S 01° 11' 46" W (not tangent to C10) 240.96 feet (L30); S 07° 30' 01" E 240.93 feet (L31);

S 12° 01' 21" E 95.27 feet (L32); S 14° 59' 33" W 87.12 feet (L33) to the beginning of a curve to the right;

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(PAGE 3 OF 3)

FIELD NOTES DESCRIBING THE CENTERLINE OF A 40 FOOT WIDE ACCESS  
EASEMENT IN LLANO COUNTY, TEXAS.

with a curve to the right, through a central angle of 36° 50' 49", with a radius of 202.67 feet, an arc distance of 130.33 feet, a chord bearing of S 33° 24' 57" W 128.10 feet (C11) to the beginning of a non tangent curve to the left;

with a curve to the left, through a central angle of 81° 06' 18", with a radius of 81.54 feet, an arc distance of 115.42 feet, a chord bearing of S 11° 17' 13" W 106.02 feet (C12);

S 33° 03' 40" E (not tangent to C12) 165.61 feet (L34); S 05° 01' 39" E 199.23 feet (L35); and S 00° 11' 18" E, at 50 feet pass the point of radius of a 50 foot cul-de sac to be incorporated herein, in all 95.74 feet to the POINT OF TERMINATION in the north line of a 257.72 acre tract surveyed this date, from which a 1/2" iron rod set lies S 23° 24' 31" W 50.00 feet, and another lies S 24° 20' 53" E 50.00 feet.

Basis of Bearings for this tract is the Texas State Plane Coordinate System NAD83. Distances are grid. C.S.F.= 0.9998421289

All 1/2" iron rods set have an aluminum cap inscribed "Llano Surveying".

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 7<sup>th</sup> day of July, 2020. Witness my hand and seal this the 14<sup>th</sup> day of July, 2020.



*[Signature]*  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

STATE OF TEXAS  
COUNTY OF LLANO  
FILED AND RECORDED AT 9:31 O'CLOCK A M. ON  
THE 24 DAY OF JULY A.D. 2020.

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Llano County, Texas.

INSTRUMENT NO:



*Marci Hadelor*

20 04713

COUNTY CLERK, LLANO CO., TEXAS

BY *A. Jatsch*, DEPUTY

NO OF PAGES: 15