

6958

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SOUTHERN STAR**

STATE OF TEXAS  
COUNTY OF POLK

**TERRAPOINTE LLC d/b/a TerraPointe Texas Holdings LLC**, a Delaware limited liability company (herein the "DECLARANT"), hereby declares and imposes the covenants, conditions and restrictions set forth herein upon the PROPERTY described by and through this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN STAR (herein the "DECLARATION").

**RECITALS:**

WHEREAS, the DECLARANT is the owner of the real property located in Polk County, Texas, and that is described on the attached and incorporated Exhibit A hereto (herein the "PROPERTY") and the DECLARANT intends to subdivide and restrict the PROPERTY for residential development and/or recreational uses; and,

WHEREAS, the DECLARANT desires to place certain covenants, conditions and restrictions (herein the "COVENANTS") on each TRACT (as hereinafter defined) within the PROPERTY to provide a benefit to the DECLARANT and to the subsequent owners of the various TRACTS into which the PROPERTY has been divided, to enhance the value of those TRACTS, and to encourage the orderly development of the PROPERTY and each of the TRACTS within the PROPERTY.

NOW THEREFORE, the DECLARANT hereby declares that all of the PROPERTY shall be held, leased, used, occupied, sold, conveyed, built upon, or encumbered subject to the COVENANTS contained in this DECLARATION, which COVENANTS shall run with the title to the land for ten years from the date of conveyance, unless otherwise permitted by DECLARANT, or its successor or assigns, by a date prior to the ten year expiration date of said COVENANTS; and shall be binding on all persons or entities having or acquiring any right, title, or interest in all or any portion of the PROPERTY and their respective mortgagees, heirs, successors and assigns; and that these COVENANTS shall inure to the benefit of the DECLARANT and to the respective successors, successors-in-title, heirs, legal representatives, and assigns of the DECLARANT as hereinafter set forth.

## ARTICLE I INCORPORATION OF RECITALS

The above Recitals are incorporated in and form a part of this DECLARATION.

## ARTICLE II DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

2.1 “COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.

2.2 “IMPROVEMENTS” shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.3 “MANAGER” shall mean and refer to Raydient, Inc., f/k/a TerraPointe Services, Inc., a Delaware corporation, and its successors and assigns; provided, however, that as long as DECLARANT owns a TRACT, DECLARANT may, upon written notice to each then OWNER, appoint a successor MANAGER.

2.4 “OWNER” shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or juridical person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.5 “PROPERTY” shall mean the approximate 145.046 acres of land in Polk County, Texas, and as is more particularly described on **Exhibit A** attached hereto and which has been designated and named herein as “Southern Star”.

2.6 “RECREATIONAL USE” shall mean a use by any natural person, juridical person or entity for the pasturing of livestock or horses. For avoidance of doubt, Recreational Use does not include hunting, camping, or similar recreational pursuits.

2.7 “RESIDENTIAL USE” shall mean a use by any natural person, juridical person or entity for single family occupancy. For avoidance of doubt, Residential Use does not include multi-family occupancy.

2.8 “TRACT” shall mean those parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** hereto.

### ARTICLE III PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

### ARTICLE IV USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1 Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL or RECREATIONAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2 Mobile Homes: One (1) MOBILE HOME will be permitted on each Lot, provided each and every MOBILE HOME shall comply with the following requirements:

- a. Be a minimum of 24 feet wide with a minimum of 1,000 square feet exclusive of carports, porches and garages, and an enclosed foundation properly skirted with material compatible with the type house itself; and
- b. Be permanently installed in a neat and attractive manner with skirting completed within ninety (90) days after the Mobile Home is placed on the Lot; and
- c. Be in a state of good repair; and
- d. Be no older than five (5) years of age when placed on any Lots

4.3 Traditional Homes: Single family residences other than MOBILE HOMES shall have a minimum of 1,000 square feet exclusive of carports, porches and garages, and shall be completed within one (1) year of the date of issuance of the building permit by Polk County.

4.4 Temporary Structures: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than 12 continuous months.

4.5 Setbacks: The minimum setback of any buildings, including but not limited to houses, barns, sheds, etc., shall be 100 feet from the front, 20 feet from the rear, and 20 feet from the side

lines of a TRACT or in accordance with the applicable zoning regulations of Polk County, Texas, should such minimum setbacks established by the County differ from those stated herein.

4.6 Maintenance Standards: Each Owner of a TRACT shall keep all IMPROVEMENTS thereon in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and health, police and fire protection requirements. No IMPROVEMENTS on any TRACT shall be permitted by the Owner of such TRACT to fall into such disrepair, and each such IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

4.7 Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing.

4.8 Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from view in accordance with any ordinances and land use regulations of Polk County, Texas. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.

4.9 Nuisance Prohibition: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

## ARTICLE V NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT or to MANAGER shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by facsimile transmission (with a required copy to be delivered by any other manner provided in this Section). The notice address of the DECLARANT and MANAGER shall be:

DECLARANT:           TERRAPOINTE LLC  
                              d/b/a TerraPointe Texas Holdings LLC  
                              Attention: S. Allister Fisher, Esq.  
                              1 Rayonier Way  
                              Yulee, Florida 32097

MANAGER: Raydient Inc.  
 Attention: Jason Shearer  
 1 Rayonier Way  
 Yulee, Florida 32097

## ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER or MANAGER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Polk County, Texas, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS and MANAGER will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

6.2 Recovery: If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: These COVENANTS shall be in full force and effect until December 31, 2046 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Polk County, Texas. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment: These COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than seventy-five percent of the TRACTS in the PROPERTY, and recorded in the appropriate records of Polk County, Texas. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTS, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.

6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional real property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Polk County, Texas.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the DECLARANT has caused these presents to be executed and by seal to be hereto affixed on August 4, 2017.

IN THE PRESENCE OF:

**DECLARANT:**

TERRAPOINTE LLC d/b/a TerraPointe Texas Holdings LLC, a Delaware limited liability company

Cyndi Jones  
Signature of Witness 1

Cyndi Jones  
Printed Name of Witness 1

By: S. Allister Fisher  
S. Allister Fisher  
Title: Vice President



\*\*\*\*\*

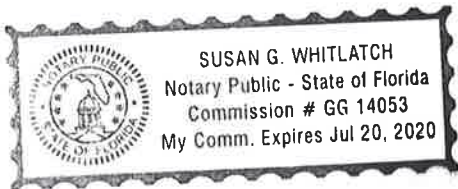
STATE OF FLORIDA

ACKNOWLEDGMENT

COUNTY OF NASSAU

This instrument was acknowledged before me on the 4th day of August, 2017, by S. Allister Fisher, Vice President of TerraPointe LLC d/b/a TerraPointe Texas Holdings LLC, a Delaware limited liability company, on behalf of said limited liability company.

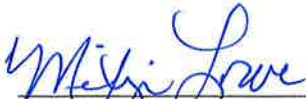

Given under my hand and seal of office this 4th day of August, 2017.



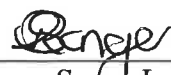
(Seal)

Susan G. Whitlatch  
Susan G. Whitlatch  
Notary Public for State of Florida  
My Commission Expires: 07/20/2020  
Commission No.: GG 14053

IN THE PRESENCE OF:

  
 \_\_\_\_\_ )  
 Signature of Witness 1 )  
  
 \_\_\_\_\_ )  
 Printed Name of Witness 1

MANAGER:  
  
 RAYDIENT INC.,  
 a Delaware corporation

By:   
 \_\_\_\_\_  
 Susan L. Ranger  
 Title: Vice President

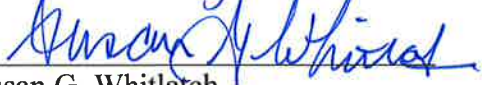
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STATE OF FLORIDA  
  
 COUNTY OF NASSAU

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 7<sup>th</sup> day of August, 2017,  
 by Susan L. Ranger, Vice President of RAYDIENT INC., a Delaware corporation, on behalf of  
 said corporation.

Given under my hand and seal of office this 7<sup>th</sup> day of August, 2017.

  
 \_\_\_\_\_  
 Susan G. Whitlatch  
 Notary Public for State of Florida  
 My Commission Expires: 07/20/2020  
 Commission No.: GG 14053

(Seal)





**Exhibit A – Description of the Property**

EXHIBIT "A"

2017-2115 -446

SURVEY DESCRIPTION

145.046 Acres

I. G. N. R. R. Survey # 39, A-339

I. G. N. R. R. Survey # 37, A-340

Polk County, Texas

Being all that certain tract or parcel of land lying and situated in Polk County, Texas, being located part in the **I. G. N. R. R. SURVEY # 39, ABSTRACT NO. 339** and part in the **I. G. N. R. R. SURVEY # 37, ABSTRACT NO. 340**, being all that certain called 145.046 acre tract as conveyed in Special Warranty Deed from Rayonier Forest Resources, L.P., to TERRAPOINTE LLC., dba TerraPointe Texas Holdings LLC., recorded in the Official Public Records of Polk County, Texas (OPRPCT) in volume 2064 on page 383, dated July 29, 2016, to which reference is hereby made for any and all purposes and said tract being described by metes and bounds as follows to wit;

Beginning at the Northeast corner of that certain called 35.71 acre tract as conveyed to John Wayne Hooper and recorded in the OPRPCT in volume 390 on page 918, dated February 26, 1981, a 1-1/4 in iron pipe found for corner witnessed by a pine knot bearing S 22°11'30" W - 0.31 feet and an 8 x 8 concrete block bearing S 27°54'59" W - 0.84 feet;

Thence with the North boundary line of said 35.71 acre tract, N 89°15'58" W, at a distance of 575.28 feet, a 1 in. iron pipe found for angle corner on the East margin of a graded road locally known as Wheeler Road and from which point a 19 in. Pine found marked with an 'x' bears N 68°35'57" E - 1.2 feet (center);

Thence continuing along said line, S 89°56'03" W, at a distance of 283.49 feet, the Northeast corner of that certain called 5.00 acre tract as conveyed in Warranty Deed from John W. Hooper to Jessie E. Wheeler et ux and recorded in the OPRPCT in volume 1028 on page 561, dated September 10, 1996, a 3 in. round concrete monument found for corner;

Thence continuing with the North boundary line of said 5.00 acre tract, N 89°20'16" W, at a distance of 282.10 feet, the Northwest corner of same and intersect the West boundary line of the I. G. N. R. R. Survey # 39 and the East boundary line of the William Jacobs Survey, same being the East boundary line of a called 8.47 acre tract as conveyed in Warranty Deed from Bessie Mae Andrews to David Lyndell Snyder and recorded in the OPRPCT in volume 1904 on page 225 as 'Tract One' a pine knot found for corner and from which a 4 in. Red Oak found marked with an 'x' bears N 51°12' "E - 11.8 feet (center) and a 16 in. Pine found marked with an 'x' bears N60°46' W - 6.8 feet (center);

Thence along the common boundary line between the said Jacobs and I. G. N. R. R. Surveys and the East boundary line of the said 8.47 acre tract, N 00°26'37" E, at a distance of 465.28 feet, the Northeast corner of said 8.47 acre tract, a 4 x 4 concrete monument found for corner;

Thence N 89°52'51" E, at a distance of 309.51 feet, a 1/2 in. iron rod set for corner on the West margin of a private road locally known as Vega Road, 25 feet from and measured perpendicularly to the centerline of same;

Thence along the West margin of the said road, 25 feet from and measured perpendicularly from the centerline of same, nine (9) calls as follows:

1. N 33°37'05" W, at a distance of 70.53 feet, a 1/2 in. iron rod set for corner;
2. N 25°12'49" W, at a distance of 75.17 feet, a 1/2 in. iron rod set for corner;
3. N 15°30'18" W, at a distance of 185.93 feet, a 1/2 in. iron rod set for corner;
4. N 08°14'17" W, at a distance of 196.07 feet, a 1/2 in. iron rod set for corner;
5. N 05°42'06" W, at a distance of 199.75 feet, a 1/2 in. iron rod set for corner;
6. N 07°00'13" E, at a distance of 42.05 feet, a 1/2 in. iron rod set for corner;
7. N 19°02'30" E, at a distance of 224.40 feet, a 1/2 in. iron rod set for corner;
8. N 12°48'12" E, at a distance of 94.66 feet, a 1/2 in. iron rod set for corner;
9. N 08°21'43" E, at a distance of 205.05 feet, a 1/2 in. iron rod set for corner;

Thence leaving said roadway, S 89°21'17" W, at a distance of 221.40 feet, the Southeast corner of that certain called 32.3 acre tract as conveyed in Warranty Deed from Anna B. Smith to James Harold Smith et ux and recorded in the OPRPCT in volume 969 on page 546, dated April 14, 1995 referred to as 'Second Tract', being the Northeast corner of the said William Jacobs Survey, A - 40, the Southeast corner of the B. F. Wheeler Survey, A - 995 and in the West boundary line of the I. G. N. R. R. Survey # 39, A-339, a 3 in. round concrete monument found for corner and from which a 14 in. Pine found marked with an 'x' bears S 46°04' W - 4.7 feet (center), an 18 in. Pine found marked with an 'x' bears S 87°10' E - 17.8 feet (center) and a 16 in. Pine found marked with an 'x' bears N 28°54' E - 20.3 feet (center);

## SURVEY DESCRIPTION

145.046 Acres

I. G. N. R. R. Survey # 39, A-339

I. G. N. R. R. Survey # 37, A-340

Polk County, Texas

Thence with the East boundary line of said B. F. Wheeler Survey and said 32.3 acre tract and the West boundary line of the said I. G. N. R. R. Survey # 39 and with a marked and painted line N 00°26'26" W, at a distance of 82 feet, cross pipeline and at a total distance of 428.40 feet, the Northwest corner of said I. G. N. R. R. Survey # 39 and intersect the South boundary line of the Jacob Perkins Survey, A-477, same being the South boundary line of that certain called 280 acre tract conveyed to James Harold Smith et ux in the aforementioned deed {969/546}, and referred to as 'First Tract', a 1 in. iron pipe found bent for corner and from which point a 21 in. Sweet Gum found marked with an 'x' bears S 59°13' W – 17.5 feet (center);

Thence with the North boundary line of the said I. G. N. R. R. Survey, the South boundary line of the said Jacob Perkins Survey, same being the South boundary line of the said 280 acre tract and with a marked and painted line, S 76°22'43" E, at a distance of 344.07 feet, the Southeast corner of said Jacob Perkins, the Southeast corner of the said 280 acre tract, the Southwest corner of the I. G. N. R. R. Survey # 37, A-340, a 3 in. round concrete monument found for corner;

Thence with the West boundary line of the said I. G. N. R. R. Survey # 37, the East boundary line of the said Perkins Survey, same being the East boundary line of the said 280 acre tract and a marked and painted line, N 14°44'20" E, at a distance of 357.47 feet, the Southwest corner of that certain called 82.5 acre tract as conveyed in Warranty Deed from Roger Schroeder to James McClintock et ux and recorded in the OPRPCT in volume 1449 on page 927 dated May 13, 2005, a 4 x 4 concrete monument found for corner and from which point a 30 in White Oak found marked with an 'x' bears S 05°17' E – 21.4 feet (center) and a 17 in. Red Oak found marked with an 'x' bears N 67°38' E – 13.0 feet (center);

Thence with the South boundary line of the said 82.5 acre tract, S 89°54'27" E, at a distance of 304 feet, cross pipeline, at a distance of 1091 feet cross the aforesaid County Road locally known as Wheeler Road, and at a total distance of 2297.57 feet, intersect the West Right-of-way line of a Railroad, a 1/2 in. iron rod found for corner 57 feet perpendicular to the centerline of said Railroad as shown on Right-of-way map for Houston East & West Texas RY.Co. C.E.43408 revised date December 31, 1930;

Thence with the West Right-of-way (ROW) of said Railroad in curve to the right having a radius of 1424.79 feet with long chord bearing and distance of S 23°17'53" W – 125.74 feet, thence along said curve through a central angle of 5°03'30", at an arc distance of 125.78 feet, a 1/2 in. iron rod found for corner;

Thence with said ROW line S 24°06'21" W, at a distance of 640.16 feet, a 1/2 in. iron rod found for corner at the beginning of a curve to the left;

Thence with said curve to the left having a radius of 1966.86 feet with a long chord bearing and distance of S 08°49'58" W – 889.35 feet, thence along said curve through a central angle of 26°08'00", at an arc distance of 897.11 feet, a 1/2 in. iron rod found for corner;

Thence continuing with said ROW, S 01°33'14" E, at a distance of 515.31 feet, a 1/2 in. iron rod found for corner at the beginning of a curve to the right, 57 feet from and perpendicular to the centerline of said Railroad;

Thence continuing with said ROW in Taper and in curve to the right, having a radius of 1277.14 feet, a long chord bearing and distance of S 32°46'13" W – 1465.82 feet, thence along said curve through a central angle of 70°02'27", at a distance of 1561.23 feet, a 1/2 in. iron rod found for corner 71 feet from and perpendicular to the centerline of said Railroad;

Thence with continuing with said ROW, S 22°49'13" E, at a distance of 21.00 feet, a 1/2 in. iron rod found for corner 50 feet from and perpendicular to the centerline of said Railroad;

Thence continuing with said ROW S 66°59'06" W, at a distance of 307.66 feet, a 1/2 in. iron rod found for corner at the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 1960.01 feet, a long chord bearing and distance of S 63°08'13" W – 149.73 feet, thence along said curve through a central angle of 4°22'41", at an arc distance of 149.77 feet, intersect the West boundary line of that certain aforesaid referred to 35.71 acre Hooper tract, a 3 in. round concrete monument found for corner;

## SURVEY DESCRIPTION

145.046 Acres

I. G. N. R. R. Survey # 39, A-339

I. G. N. R. R. Survey # 37, A-340

Polk County, Texas

Thence with the West boundary line of the said 35.71 acre tract, N 00°14'48" E, at a distance of 1122.78 feet, the Northeast corner of same, the POINT OF BEGINNING of the herein described tract and found to contain 145.046 acres more or less and of which 2.48 acres lie within the margins of Wheeler Road.

**The bearings of this survey are based on the South boundary line of the referred to 82.5 acre tract as conveyed to James McClintock and recorded in the OPRPCT in volume 1449 on page 927 (S 89°54'27" E).**

I, Daniel E. Cummins, a Registered Professional Land Surveyor, do hereby certify these notes were made as the result of an actual survey performed by me or under my supervision and are true and correct to the best of my knowledge. See Plat of even date.

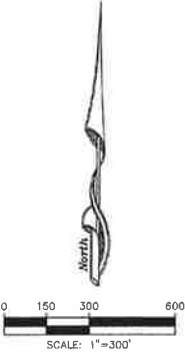


Goodwin-Lasiter Strong  
1609 S. Chestnut St., Ste. 202  
Lufkin, Texas  
Survey Firm 10110900

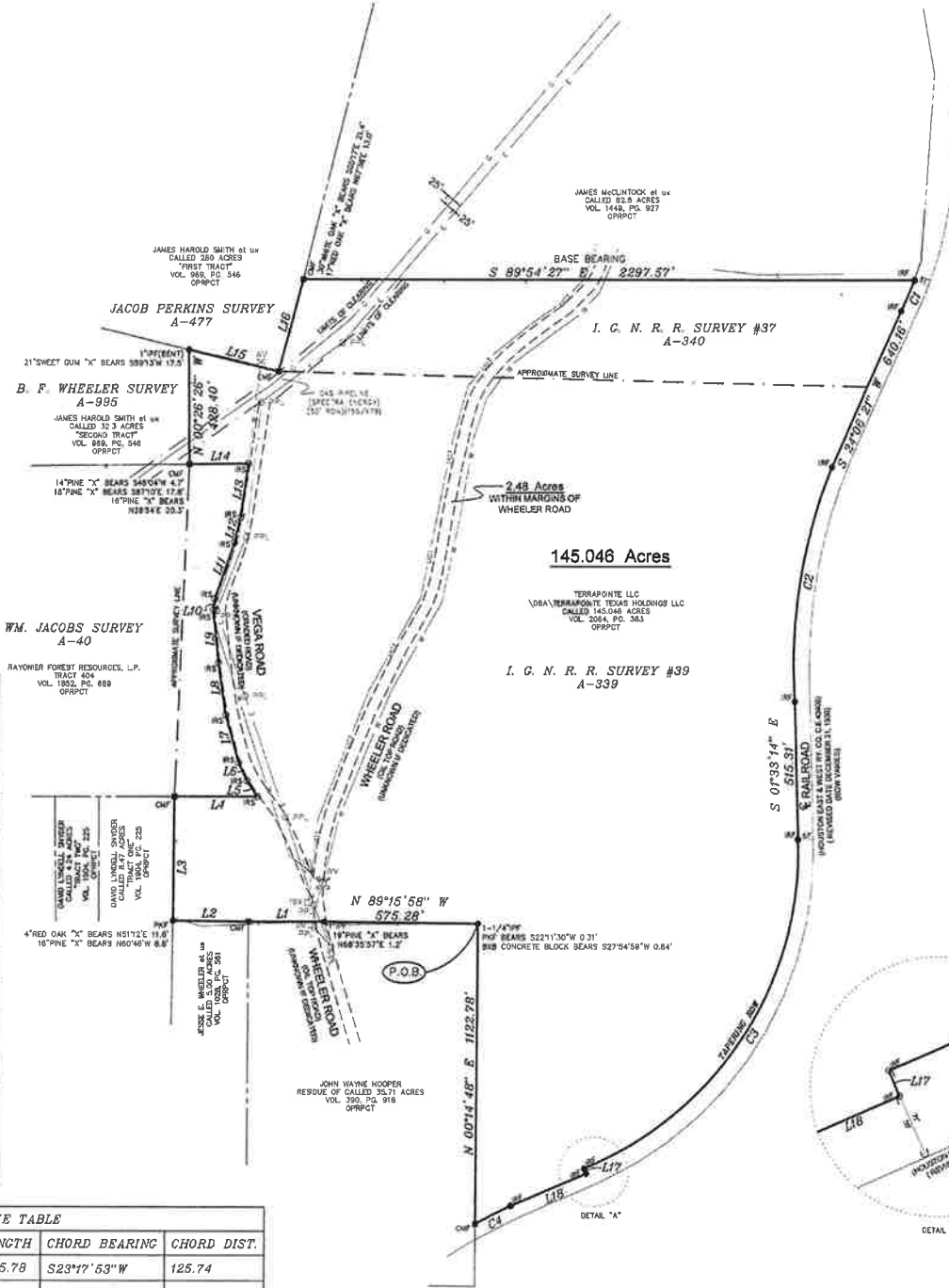
Daniel E. Cummins R. P. L. S. 5295  
June 22, 2016  
Revised July 20, 2017 (preamble only)

**Exhibit B – Surveys**

I.G.N.R.R. SURVEY #39, A-339, I.G.N.R.R. SURVEY #37, A-340  
POLK COUNTY, TEXAS



NOTE: PIPELINE WITHIN I.G.N.R.R. SURVEY #39, A-339 SUBJECT TO EASEMENT RECORDED IN (878/868) & (878/885)



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S89°56'03"W | 283.49   |
| L2         | N89°20'16"W | 282.10   |
| L3         | N00°26'37"E | 465.28   |
| L4         | N89°52'51"E | 309.51   |
| L5         | N33°37'05"W | 70.53    |
| L6         | N26°12'49"W | 75.17    |
| L7         | N15°30'18"W | 185.93   |
| L8         | N08°14'17"W | 196.07   |
| L9         | N05°42'06"W | 199.75   |
| L10        | N07°00'13"E | 42.05    |
| L11        | N19°02'30"E | 224.40   |
| L12        | N12°48'12"E | 94.66    |
| L13        | N08°21'43"E | 205.05   |
| L14        | S89°21'17"W | 221.40   |
| L15        | S76°22'43"E | 344.07   |
| L16        | S14°44'20"W | 357.47   |
| L17        | S22°49'13"E | 21.00    |
| L18        | S66°59'06"W | 307.66   |

| CURVE TABLE |           |         |         |               |             |
|-------------|-----------|---------|---------|---------------|-------------|
| CURVE       | DELTA     | Radius  | LENGTH  | CHORD BEARING | CHORD DIST. |
| C1          | 05°03'30" | 1424.79 | 125.78  | S23°17'53"W   | 125.74      |
| C2          | 26°08'00" | 1966.86 | 897.11  | S08°49'58"W   | 889.35      |
| C3          | 70°02'27" | 1277.14 | 1561.23 | S32°46'13"W   | 1465.82     |
| C4          | 04°22'41" | 1960.01 | 149.77  | S63°08'13"W   | 149.73      |

- LEGEND**
- FOUND**
- CMP Concrete Monument
  - PWF Pine Wood
  - PWF 1/2" Iron Pipe (unless noted)
  - RRSF Railroad Spike
  - P — Gas Pipeline
  - X — Barbed Wire Fence
  - E — Overhead Electric Line
  - W — Water Line
  - UGT — Underground Telephone Line
  - = PL Power Pole
  - = M Water Meter
  - = W Water Valve
  - = T Telephone Pedestal
- SET**
- = RS 1/2" Iron Rod Set
- OPRPCT Official Public Records Polk County Texas

I, Daniel E. Cummins, Registered Professional Land Surveyor, do hereby certify that the above plat is true and correct, and that this survey was made on the ground under my supervision.

GOODWIN-LASITER-STRONG  
Daniel E. Cummins R.P.L.S. No. 5295  
Lufkin, Texas June 22, 2016  
Revised July 20, 2017



See Attached Field Notes  
This Survey was done without the benefit of a title report and may be subject to other encumbrances not shown.  
Bearings of this survey are based on the South boundary line of the 82.3 acre tract as conveyed to James McClintock and recorded in the OPRPCT in Volume 1449 on Page 927 (S89°54'27"E).

2017-2115-450

**BOUNDARY SURVEY**  
145.046 ACRE TRACT - I.G.N.R.R. SURVEY #39, A-339  
AND I.G.N.R.R. SURVEY #37, A-340  
POLK COUNTY, TEXAS

| DRAWN BY:    | NO. | DATE | REVISIONS |
|--------------|-----|------|-----------|
| WBB          |     |      |           |
| APPROVED BY: |     |      |           |
| DEC          |     |      |           |
| ISSUED:      |     |      |           |
| 7-20-17      |     |      |           |

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H:\USA\154407\154407-BOUNDARY TRACTS-REV.DWG

**Exhibit C – Fence Specifications**

ALL WOOD TO BE PRESSURE TREATED SOUTHERN YELLOW PINE SPRAYED WITH FLAT BLACK EXTERIOR PAINT. CREOSOTE TREATED PINE MAY BE USED WHERE AVAILABLE & PERMITTED.

7'-6" (8'-0" max.)

6"x6" PRESSURE TREATED POST (4"x4" OPTIONAL)

PLAN VIEW

FENCE ROAD FACE

6"x6" PT POST (4"x4" OPTIONAL)

2'-0" (minimum)  
4'-0"

15"  
27"  
37"

1"x6" PT JOINT COVER  
1"x6"x16' ROUGH SAWN PT RAIL  
GALVANIZED/COATED DECK SCREWS

HEIGHT ABOVE GRADE SHOULD AVERAGE 4" (max. 8")

FINISHED GRADE

BACKFILL - APPROX. 40LBS OF DRY SAKRETE PER POST

UNDISTURBED SUBGRADE

FRONT ELEVATION

SIDE ELEVATION

# RAYDIENT FENCE DETAIL



FILED FOR RECORD

2017 AUG 10 PM 2:45

*Schelana Hock*  
POLK COUNTY CLERK

STATE OF TEXAS )  
COUNTY OF POLK)

I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me.

AUG 10 2017

*JM*



*Schelana Hock*

COUNTY CLERK  
POLK COUNTY, TEXAS