

## EASEMENT AGREEMENT

1. Effective Date. The effective date of this Easement Agreement (this “Agreement”) is the date of the last signature as evidenced by the acknowledgment of each of the parties to this Agreement.
2. Grantor. The Easement subject of this Agreement is granted by Cynthia Holm Stevens, as Independent Executor of the Estate of Marie Shelly Holm, Deceased, and as Trustee of the Florian A. Holm Family Trust (“Grantor”).
3. Recitals.
  - A. Cynthia Holm Stevens, the Estate of Victor Thomas Holm, Deceased, Carolyn Marie Holm, Dwight Patrick Holm, Mark Lawrence Holm, Michael Quentin Holm, Ryan Michael Long, Kevin Allen Long and Jennifer Kane Holm (collectively, the “Owners”) are beneficiaries of the Estate of Marie Shelly Holm, Deceased and/or the Florian A. Holm Family Trust.
  - B. Grantor owns or controls undivided interests in the land located in Comal County, Texas, described as parcels (each, a “Parcel”) on Exhibit A attached hereto (the “Benefitted Property”).
  - C. The property containing a total of 6.436 acres of land is described in three tracts by metes and bounds on Exhibit B attached hereto and depicted on Exhibit B-1 and Exhibit B-2 attached hereto and is herein referred to as the “Easement Property”.
  - D. The Easement Property includes a portion of an existing private road easement called Shellyholm Road, created in that certain Deed of Gift, dated April 13, 1983, from Marie Louise Shelly Holm to Florian A. Holm, recorded in Volume 343, Pages 554-555, of the Deed Records of Comal County, Texas, which connects to Farm-to-Market Road 32 (FM 32) (the “Original Easement”).
  - E. The Easement Property also includes a 60’ wide ingress/egress and utility easement, described in the Declaration of Easement recorded in Document No. 201306013585, as amended in Document No. 201406021986 and Document No. 201506019101, Official Public Records of Comal County, Texas.
  - F. The Easement Property is necessary to provide (i) vehicular and pedestrian ingress and egress to and from the Benefitted Property, and portions thereof, and FM32 (via Shellyholm Road) and (ii) an area for installation and maintenance of utility lines and other facilities necessary to serve the Benefitted Property (the “Easement Purpose”).
  - G. Grantor wishes to grant to Owners certain easement rights over the Easement Property for the benefit of the Benefitted Property and portions thereof as set forth in the following paragraphs.

4. Owners Association.

- A. Formation. After this Agreement is recorded, Owners intend to form Shellyholm Owners Association, Inc. ("Association"). The existence and legitimacy of the Association is derived from this Agreement and the Bylaws of the Association. The Association will be a Texas non-profit corporation, subject to Chapter 22 of the Texas Business Organizations Code ("TBOC"). Because provisions of this Agreement address issues covered by TBOC, this Agreement is a "Governing Document" as defined in the TBOC, as are the Bylaws of the Association. The duties and powers of the Association are those set forth in this Agreement and the Governing Documents. The Association is authorized and empowered to work with the owners and holders of the easements described as Segment #1 and Segment #2 on Exhibit B to assure that the entire length of Shellyholm Road is properly maintained. The Association may also assume responsibilities accorded it in any covenants, conditions, and restrictions which may be imposed on the Benefitted Property.
- B. Duration. The Association comes into existence on the date a certificate of formation is filed with the Secretary of State of the State of Texas. The Association will continue to exist at least as long as this Agreement, as it may be amended, is effective against all or part of the Easement Property.
- C. Board. The Association is governed by a board of directors. Unless the Association's Bylaws or Certificate of Formation provide otherwise, the board will consist of at least 3 persons elected by the members at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Governing Documents expressly reserve a right, action or decision to the Owners, the board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Governing Documents to the "Association" may be construed to mean "the Association acting through its board of directors".
- D. Membership. Each Owner will be a member of the Association, ownership of a Parcel being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Parcel. The board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Parcel is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the Parcel. A member who sells his Parcel under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his Parcel until fee title to the Parcel is transferred.
- E. Decision-Making. Any decision or act of the Association may be made by or at the direction of the board, unless the Governing Documents reserve the decision or act to the members. Unless the Governing Documents or applicable law provide otherwise, any action requiring approval of the members may be approved (1) at a meeting by Owners of at least a majority of the Parcels that are represented at the meeting, provided notice of the meeting was given to an Owner of each Parcel, or (2) in writing by Owners of at least a majority of all Parcels, provided the opportunity to approve or disapprove was given to an Owner of each Parcel.

- F. Communications. This Agreement is drafted in an era of rapidly changing communication technologies. The methods by which the Association and Owners communicate with each other are not limited hereby. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by the Governing Documents or applicable law to make information available to Owners of all Parcels, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless applicable law requires a specific method of communication. It is foreseeable that meetings of the Association and voting on issues may eventually be conducted via technology that is not widely available on the date of this Agreement. As communication technologies change, the Association may adopt as its universal standard any technology that is used by Owners of at least 85 percent of the Parcels. Also, the Association may employ multiple methods of communicating with Owners.
- G. Voting. One indivisible vote is appurtenant to each Parcels. The total number of votes will equal the total number of Parcels in the Benefitted Property. If additional parcels are created by subdivision of a Parcel or Parcels, the total number of votes will be increased automatically by the number of additional parcels. Similarly, if Parcels are combined to reduce the number of Parcels, the total number of votes will be reduced automatically to the number of Parcels resulting from the combination. Each vote is uniform and equal to the vote appurtenant to every other Parcel. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.
- H. Books and Records. The Association will maintain copies of the Governing Documents and the Association's books, records and financial statements. The Association will make its books and records available to members, on request, for inspection and copying.
- I. Indemnification. The Association indemnifies every officer, director, committee chair and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. The Association may maintain general liability and director and officer liability insurance to fund this obligation. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.
- J. Obligations of Owners. Without limiting the obligations of Owners under the Governing Documents, each Owner has the following obligations:
- (1) Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or his Parcel and will pay Regular Assessments, if any, without demand by the Association.
  - (2) Comply. Each Owner will comply with the Governing Documents as amended from time to time.

(3) Reimburse. Each Owner will pay for damage to the Easement Property caused by the negligence or willful misconduct of such Owner, a resident of such Owner's Parcel, or such Owner or resident's family, guests, employees, contractors, agents, tenants or invitees.

(4) Liability. Each Owner is liable to the Association for violations of the Governing Documents by the Owner, a resident of the Owner's Parcel, or the Owner or Owner's family, guests, employees, agents or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees, whether or not suit is filed.

K. The Association may acquire fee title to portions of the Easement Property, which will have no effect on the easement rights provided herein.

5. Grant of Easement. For good and valuable consideration and subject to the Exceptions to Conveyance, and the terms and conditions set out below, Grantor grants to the Owners and, effective as of its formation, the Association a permanent, nonexclusive, irrevocable and reciprocal easement and right-of-way ("Easement") on, over, under and across the Easement Property for the Easement Purpose for the common benefit, use and enjoyment of the Benefitted Property and portions thereof, and the Permittees. For the purposes of this Agreement, "Permittee" means all Owners and their respective heirs, successors, assigns, officers, directors, employees, agents, contractors, vendors, visitors, family members, invitees, licensees and tenants of Owners. By recording this Easement, each Owner and the Association agree to all the terms and provisions set out herein.

6. Exceptions to Conveyance. The grant of the Easement evidenced hereby is subject to all easements, rights of way and prescriptive rights, if any, whether of record or not, and all presently recorded and valid instruments that affect the Easement Property, including (i) the easement created in the Deed of Gift recorded in Volume 343, Page 554 Deed Records of Comal County, Texas, and (ii) the easement created in the Declaration of Easement recorded in Document No. 201306013585, as amended in Document No. 201406021986 and in Document No. 201506019101, Official Public Records of Comal County, Texas.

7. Terms and Conditions. The Easement is subject to the following terms and conditions:

A. Limitations. No Owner may (i) grant any easements which may unreasonably interfere with the Easement or use the Easement Property for other than the Easement Purpose (ii) erect any signs on the Easement Property without the prior written consent of the other Owners, (iii) interfere with or interrupt the use or enjoyment of the Easement by any other Owner or (iv) use or permit the use of Hazardous Materials on, about, under or in its Parcel, or the Easement Property, and any such use must at all times be in compliance with all Environmental Laws. For the purpose of this Section, (i) the term "Hazardous Materials" means: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) the term "Environmental Laws" means: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

B. Maintenance. The Easement Property is improved with an all-weather, unpaved road. The Easement Property must be maintained as set out below.

- (1) The road on the Easement Property must be maintained in a clean and good state of repair, consistent with similar all-weather unpaved roads and the following maintenance standards: (i) all road surfaces must be maintained in a smooth and evenly covered condition, including, without limitation, replacement of caliche or other suitable base material, grading, culverts at creek or other waterway crossings, drainage channels or swales, warning markers and signage, all in a manner which continues the original layout thereof; and (ii) keeping the Easement Property free from any obstructions and obstacles. The unimproved portion of the Easement Property must be kept in a clean and neat appearance, free from trash and debris. The maintenance of the Easement Property as provided herein is referred to in this Agreement as “the Maintenance”.
- (2) Until such time as the Easement Property has been dedicated as a public road, the Maintenance will be performed by the Association. The costs associated with the Maintenance may include only bona fide expenses allocable to the Easement Property only reasonably incurred and paid to third parties directly engaged in performing the Maintenance, and paid in the manner provided below. Maintenance must be done as efficiently as reasonably possible, including (without limitation) the providing of prior notice to the Owners of any material Maintenance work to be performed. To the extent that it is necessary to use an Owner’s property for Maintenance purposes, then the Association (and its agents) performing such Maintenance must cause all work (including general clean-up and proper surface restoration) to be completed with all due diligence and in a manner so as to minimize interference with the use of any Owner’s property as much as reasonably possible.
- (3) In the event the Easement Property is damaged or destroyed (in a material respect), whether insured or uninsured, due to the intentional or negligent or omission of an Owner, the Association may repair or restore the Easement Property at the expense by the Owner or Owners responsible for the damages to or destruction of the Easement Property and levy an appropriate individual assessment.
- (4) The costs associated with the Maintenance (the “Maintenance Costs”) will be allocated among the Parcels as follows:

<u>Benefitted Property</u>	<u>Allocated Share</u>
Parcel 1 (Tracts 1, 2 and 7)	50%
Parcel 2 (Tract 5)	50%

The Association may establish Assessments from time to time as provided in Section 8 to fund Maintenance Costs. In the event of a subdivision or reconfiguration of a Parcel of the Benefitted Property, the Maintenance Costs will be re-allocated so that each

defined tract resulting from the subdivision or reconfiguration would be a "Parcel", paying an equal amount with all other Parcels. To illustrate, if Parcel 1 is divided into three parcels and Parcel 2 is divided into two parcels, the Benefitted Property would be comprised of a total of five parcels, each of which would be responsible for 20% of the Maintenance Costs. Each reallocation of Maintenance Costs will be evidenced by a document filed by the Association in the Official Public Records of Comal County, Texas.

Although Tract 7 is a part of Parcel 1, as long as the Owner of Tract 7 is related in the first, second or third degree of consanguinity to Marie Shelly Holm or Florian A. Holm, Tract 7 will not be subject to payment of Maintenance Costs attributable to Parcel 1 or any other parcel of the Benefitted Property. The Owners of Tract 1 and Tract 2 will be equally responsible for payment of the Maintenance Costs attributable to Parcel 1. Once Tract 7 is no longer exempt, it will become its own Parcel, responsible for an equal share of Maintenance Costs; provided however, if Tract 7 is included within a Parcel as a result of reconfiguration, that tract would no longer exist.

- (5) The Association must furnish each Owner with an invoice detailing the amount of the Maintenance Costs, (including all supporting and verifiable receipts and third party contracts for the Maintenance) and each Owner's share of the Maintenance Costs. Payments required pursuant to this Section must be made within 30 days after the receipt of the invoice.
- (6) Until such time as the Easement Property has been dedicated as a public road, the Association may carry a comprehensive general liability insurance policy insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use, or occupancy of the Easement Property by the Owners or those persons for whose acts and omissions such party is legally liable, with insurance limits to be established by the Board.
- (7) The Owners agree to pay ad valorem taxes and assessments against that portion of the Easement Property owned by each of them before any fine, penalty, interest or cost is added for its nonpayment, it being agreed and understood that there will be no sharing of ad valorem taxes attributable to the Easement Property.
- (8) THE OWNERS RELEASE THE OTHER OWNERS AND THEIR RESPECTIVE PERMITTEES AND THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND OFFICERS FROM ALL LIABILITY, WHETHER FOR NEGLIGENCE OR OTHERWISE AND IRRESPECTIVE EITHER OF ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTY WHICH MAY HAVE CONTRIBUTED TO OR CAUSED SUCH LOSS, OR (BY SUBROGATION OR OTHERWISE), IN CONNECTION WITH ANY LOSS COVERED BY ANY INSURANCE POLICIES WHICH THE RELEASORS MAY CARRY, INCLUDING ANY DEDUCTIBLE.
- (9) Each Owner must defend, indemnify and hold harmless each other Owner and the Association and its board of directors and officers from all claims, losses, liabilities, actions, proceedings and causes (including reasonable attorney's fees and costs of suit), including liens, and accident, injury or loss or damage whatsoever occurring to any person or the property of any person arising out of or resulting from the use of the Easement Property or the temporary construction easements by such indemnifying Owner, or its Permittees; provided, however, the foregoing will not be applicable to

events or circumstances to the extent caused by the negligence or willful act or omission of such indemnified Owner, its Permittees, or anyone claiming by, through or under any of them, subject to Section 7B(8) above.

8. Covenant for Assessments.

A. Purpose of Assessments. The Association will use Assessments the Board may establish for the general purposes of preserving and enhancing the Easement Property and for the common benefit of Owners and Permittees. If made in good faith, the board's decision with respect to the use of Assessments is final.

B. Personal Obligation. An Owner is obligated to pay Assessments levied by the board against the Owner or his Parcel. An Owner must make payment to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the Easement Property or by abandonment of his Parcel absent the filing of a Notice of Vacation being recorded as provided in Section 15. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Parcel.

C. Types of Assessments. There are three types of Assessments: Regular, Special and Individual.

(1) Regular Assessments. Regular Assessments are based on an annual budget. Each Parcel is liable for its equal share of the annual budget. If the board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the recurring, periodic and anticipated responsibilities of the Association, including but not limited to:

- Maintenance, repair and replacement, as necessary, of the Easement Property.
- Services billed to the Association and serving all Parcels in the Benefitted Property.
- Management, legal, accounting, auditing and professional fees for services to the Association.
- Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses and educational opportunities of benefit to the Association.

- Premiums and deductibles on insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including fidelity bonds and director and officer liability insurance.
  - Contributions to the reserve funds.
  - Any other expense which the Association is required by law or the Governing Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Easement Property or for enforcement of the Governing Documents.
- (2) Special Assessments. In addition to Regular Assessments, the board may levy one or more Special Assessments against all Parcels for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners.
- (3) Individual Assessments. In addition to Regular and Special Assessments, the board may levy an Individual Assessment against a Parcel and its Owner. Individual Assessments may include, but are not limited to: interest, late charges and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Parcel into compliance with the Governing Documents; fines for violations of the Governing Documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the Parcels, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Parcel basis; and “pass through” expenses for services to Parcels provided through the Association and which are equitably paid by each Parcel according to benefit received.
- D. Basis and Rate of Assessments. The share of liability for common expenses allocated to each Parcel is uniform for all Parcels, regardless of a Parcel’s location or the value and size of the Parcel or dwelling.
- E. Annual Budget. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an Owner of each Parcel, although failure to receive a budget or summary does not affect an Owner’s liability for Assessments. The board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.
- F. Due Date. The board may levy Regular Assessments on any periodic basis – annually, semi-annually, quarterly or monthly. Regular Assessments are due in advance on the first day of the period for which levied. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.
- G. Reserve Funds. The Association may establish, maintain and accumulate Reserves for operations and for replacement and repair of Shellyholm Road. The Association may budget for Reserves and may fund Reserves out of Regular Assessments.



- H. Association's Right to Borrow Money. The Association is granted the right to borrow money, subject to the consent of Owners holding at least a majority of votes in the Association and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.
- I. Effect of Nonpayment of Assessments. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the board, is responsible for taking action to collect delinquent Assessments. The Association's exercise of its remedies is subject to applicable laws, such as Chapter 209 of the Texas Property Code, and pertinent provisions of the Bylaws. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.
- (1) Interest. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum.
  - (2) Costs of Collection. The Owner of a Parcel against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.
  - (3) Acceleration. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.
  - (4) Notice to Mortgagee. The Association may notify and communicate with the holder of any lien against a Parcel regarding the Owner's default in payment of Assessments.
  - (5) Foreclosure of Assessment Lien. As provided in this Agreement, the Association may foreclose its lien against the Parcel by judicial or non-judicial means.
- J. Alternative Payment Schedule. Pursuant to Section 209.0062 of the Texas Property Code, the Association is required to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent Regular or Special Assessments, or any other amount owed without incurring additional penalties. The Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent Assessments and other amounts owed by an Owner:
- (1) Term. The minimum term for a payment agreement is three months and the maximum term is 18 months from the date of the Owner's request for a payment plan, unless approved by the Board. Subject to such minimum and maximum terms, the Association will determine the appropriate term of the payment plan in its sole discretion.

- (2) *Form.* Any and all alternative payment agreements must be in writing and signed by the Owner and a duly authorized member of the Board.
- (3) *Additional Monetary Expense.* So long as an Owner is not in default under the terms of the payment agreement, the Owner will not incur additional monetary expenses; however, the Owner is responsible for all reasonable costs associated with administering the payment plan and interest which accrues during the term of the repayment plan.
- (4) *Application of Payments.* If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the Association will apply the payment to the Owner's debt in the following order of priority: (a) any delinquent Assessment; (b) any current Assessment; (c) any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure; (d) any attorney's fees incurred by the Association that are not subject to subsection 8J(3); (e) any fines assessed by the Association; and (f) any other amounts owed to the Association.
- (5) *Default.* If the Owner defaults under a payment plan agreement, the Association must give the Owner notice and opportunity to cure as provided in Section 209.0064 of the Texas Property Code before turning the account over to the Association's attorney for collection. The Association is not required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two years following the Owner's default under the previous payment agreement. At the discretion of the Association, an Owner who failed to honor the terms of a previous payment agreement may be required to waive expedited foreclosure proceedings under Section 209.0092 of the Texas Property Code as a condition to an additional alternative payment agreement. If, at any time, the Association receives payment from an Owner who is in default of an alternative payment agreement, is not required to apply the payment in the order of priority specified in subsection 8J(4).
- (6) *Discretion.* The Association may reduce or waive some or all of the charges addressed by this policy on an ad hoc basis without waiving the right to charge such fees or future requests.

9. Assessment Lien.

- A. Assessment Lien. Each Owner, by accepting an interest in or title to a Parcel, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Parcel and is secured by a continuing lien on the Parcel. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Assessments attributable to a period prior to the date he purchased his Parcel.
- B. Superiority of Assessment Lien. The Assessment lien on a Parcel is subordinate and inferior to (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Agreement, (3) a recorded deed of trust lien securing a loan for construction of the original dwelling, (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent Assessment became due, (5) a home equity or reverse mortgage lien which is a renewal, extension or refinance of a first or senior purchase money vendor's lien or deed of trust lien recorded before

the date on which the delinquent Assessment became due, (6) an FHA-insured or VA-guaranteed mortgage. Except for the foregoing, the Assessment lien is superior to all other liens and encumbrances on a Parcel.

- C. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the Parcel for unpaid Assessments that became due before the sale but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.
- D. Notice and Release of Notice. The Association's lien for Assessments is created by recordation of this Agreement, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the Real Property Records of Comal County, Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing Owner.
- E. Power of Sale. By accepting an interest in or title to a Parcel, subject to the provisions of Chapter 204 of the Texas Property Code, each Owner grants to the Association a private power of non-judicial sale in connection with the Association's Assessment lien. The board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

10. Enforcing the Documents.

- A. Notice and Hearing. Before the Association may exercise certain of its remedies for a violation of the Governing Documents or damage to the Easement Property, the Association must give an Owner written notice and an opportunity for a hearing, according to the requirements and procedures in the Bylaws and in applicable law, such as Chapter 209 of the Texas Property Code. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorneys' fees incurred by the Association.
- B. Board Discretion. The board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense or other reasonable criteria.
- C. No Waiver. The Association and every Owner has the right to enforce all covenants, liens and charges now or hereafter imposed by the Governing Documents. Failure by the Association or by any Owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Governing Documents

at any future time. No officer, director or member of the Association is liable to any Owner for the failure to enforce any of the Governing Documents at any time.

- D. Recovery of Costs. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

11. Default.

- A. The failure by an Owner (the "Defaulting Party") to observe or perform any of the covenants, conditions or obligations of this Agreement, within 30 days after the issuance of a notice by another Owner (the "Non-Defaulting Party") specifying the nature of the default claimed constitutes a default hereunder; provided, however, if such condition is of a nature that it cannot be corrected within 30 days, then the Defaulting Party will not be in default so long as it commences such cure promptly after receiving such notification, and diligently pursues such cure through completion.
- B. With respect to any default hereunder, any Non-Defaulting Party has the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default constitutes an emergency condition, the Non-Defaulting Party, acting in good faith, has the right, upon prior written notice, to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party has the right to enter upon the Parcel of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Owner is responsible for the default of its Permittees. In the event any Non-Defaulting Party cures a default, the Defaulting Party must reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest at the highest rate allowed by law, within 30 days of receipt of demand, together with reasonable documentation supporting the expenditures made. Any outstanding reimbursement amount hereunder, together with interest, costs and reasonable attorneys' fees, will be a charge on the land and be secured by a continuing lien as provided in Section 11C below. Each such reimbursement amount, together with the interest, costs and reasonable attorneys' fees will also be the personal obligation of the Defaulting Party.
- C. Costs and expenses accruing and/or assessed pursuant to Section 11B above constitute a lien against the Defaulting Party's Parcel. The lien will attach and take effect only upon recordation of a claim of lien in the office of the County Clerk of Comal County, Texas, by the Owner making the claim. The claim of lien must include the following:
- (1) The name of the lien claimant;
  - (2) A statement concerning the basis for the claim of lien and identifying the lien claimant as a curing Owner;
  - (3) An identification of the Owner or reputed owner of the Parcel or interest therein against which the lien is claimed;
  - (4) A description of the Parcel against which the lien is claimed;

- (5) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and
  - (6) A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date, book and page of recordation hereof. The notice must be duly verified and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 25 below. The lien so claimed will attach from the date of recordation solely in the amount claimed thereby and may be enforced in any manner allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Texas.
- D. Each Non-Defaulting Party has the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding may include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this Agreement or at law or in equity are cumulative and not alternative, and invocation of any such right or remedy does not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
- E. No waiver by any Owner of any default under this Agreement will be effective or binding on such Owner unless made in writing by such Owner and no such waiver may be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default will affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement may not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.
12. Amendment. This Agreement may be amended only by and on the approval of (i) the then record Owners who represent at least 75% of vote of the Association members and (ii) the Independent Executor of the Estate of Marie Shelly Holm, if the estate remains open at the time of amendment. Any such amendment is binding and effective once recorded in the Real Property Records of Comal County, Texas.
13. Public Dedication. The Easement Property is for use as a private road as of the date of this Agreement. Owners desire the Easement Property to become a county maintained, public road. Upon request by any Owner, each Owner agrees that within 20 days of receipt of such request, it will dedicate its interest in the Easement Property to the County of Comal without payment of any compensation to Owner, provided Comal County has agreed to accept such dedication. Owner has no legal right to prohibit the Easement Property from becoming a county road. In the event any such Owner does not timely sign the document dedicating its interest in the Easement Property, then each Owner hereby irrevocably appoints the Association as its true and lawful attorney-in-fact for such Owner and in its name, place, and stead, to represent the Owner in any proceedings, negotiations or agreements and to execute any documentation required by the County of Comal in order to dedicate the Easement Property. All costs if any to dedicate the Easement Property hereunder will be a common expense, payable by the Association from Assessments.

14. Covenants Running with Land; Successors and Assigns. The terms and conditions of the Easement evidenced by this Agreement constitute covenants running with the land which bind the real estate described herein and inure to the benefit of and are binding upon the signatories hereto and their respective heirs, successors and assigns who become Owners hereunder. It is specifically understood that all of the benefits, rights, burdens and obligations hereunder are not intended to be personal to any Owner who is a signatory herein or any successor Owner (i.e. separate from its ownership of any portion of the Benefitted Property), but that all of such benefits, rights, burdens and obligations are solely derivative of such Owner's ownership interest in the Benefitted Property and run with the land accordingly.
15. Option to Vacate. In the event an Owner related in the first, second or third degree of consanguinity to Marie Shelly Holm or Florian A. Holm no longer requires the Easement Property for access to a public right of way, such Owner at its sole election, and only by recording in the Public Records of Comal County, Texas a Notice of Vacation, may abandon its rights to the Easement Property and upon such recording, such Owner will no longer be entitled to the use of the Easement, and will no longer be a member of the Association or responsible for the obligations hereunder or have the right to use the Easement Property for any purpose. No other Owner may opt out.
16. Equitable Rights of Enforcement. In the event of any interference or threatened interference with the Easement, it may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with its terms, which restraining orders and injunctions will be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the holder or lienholder of the Easement or part of it; provided, however, this is not to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
17. Attorney's Fees. If any Owner retains an attorney to enforce the terms of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees which may be awarded by the court.
18. Binding Effect. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
19. Choice of Law. This Agreement is subject to and governed by the laws of the State of Texas, excluding any conflicts-of law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each Owner submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the courts of Comal County, Texas.
20. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each Owner agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.
21. Integration. This Agreement contains the complete agreement between the parties relating to the Easement Property and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

22. Legal Construction. If one or more of the provisions of this Agreement are invalid, illegal or unenforceable in any respect, to the extent the invalidity or unenforceability does not destroy the basis of the bargain among the parties, it will not affect any other provision, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never existed. When required by the context, singular nouns and pronouns include the plural and the neuter includes the masculine or feminine gender. The section headings are for convenience of reference only and are not intended to limit or define the text. This Agreement is not to be construed more or less favorably among the parties by reason of authorship or origin of language.

23. Recitals. The recitals in this Agreement constitute a part of the substantive agreement.

24. Notices. All notices, demands and requests (collectively the "Notice") required or permitted to be given under this Agreement must be in writing and any present or future law or statute to the contrary notwithstanding, will not be effective for any purpose unless same is given or served by registered or certified mail, postage prepaid, return receipt requested, or by any recognized overnight mail carrier, with proof of delivery slip (public or private) and will be deemed to have been given as of the date such notice is (i) delivered to the Owner intended, (ii) delivered to the then designated address of the Owner intended, or (iii) rejected at the then designated address of the Owner intended. The initial addresses of the Owners is as follows:

Cynthia Holm Stevens, individually, as Independent Executor of the  
Estate of Marie Shelly Holm, Deceased and a Trustee of the Florian A.  
Holm Family Trust  
935 Flagstone  
Fischer, TX 78623

Estate of Victor Thomas Holm c/o Juliette Holm  
761 N. Creekside Drive  
Prescott, AZ 86303

Carolyn Marie Holm  
4163 Beach Drive SW #201  
Seattle, WA 98116

Dwight Patrick Holm  
749 Marsolan  
Solana Beach, CA 92075

Mark Lawrence Holm  
2925 Colard Lane  
Lyons, CO 80540

Michael Quentin Holm  
1030 Shellyholm Road  
Fischer, TX 78623

Ryan Allen Long  
c/o Carolyn Holm

4163 Beach Drive SW #201  
Seattle, WA 98116

Jennifer Kane Holm  
4850 Rugby Avenue, Apt. 402  
Bethesda, MD 20814

Kevin Long  
1204 Serenity Road  
Fischer, TX 78623

Upon at least 10 days prior written notice, each Owner has the right to change its address to any other address within the United States of America; provided such address includes a street address, which includes a building name and/or number, street designation, city, state and zip code. In the event a Parcel or portion of a Parcel is sold, the selling Owner must provide the Association the contact information of the new Owner and a copy of the conveyance document which states the acreage of the Parcel or portion thereof which was conveyed.

25. Compliance with Laws. Each Owner, without cost or expense to any other Owner, must promptly comply or cause compliance with all laws, ordinances, rules and regulations of any governmental authority having jurisdiction which may at any time be applicable to its Parcel; provided, however, that each Owner has the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or application of any such law, ordinance, rule or regulation and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible.
26. Negation of Partnership. None of the terms or provisions of this Agreement may be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise. Each Owner is considered a separate owner, and no Owner has the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

[Signature and Notary Acknowledgement Page Follows]



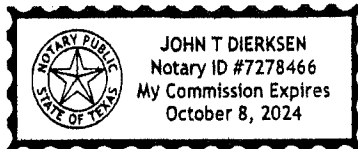
*Cynthia Holm Stevens*

Cynthia Holm Stevens, as Independent Executor of the Estate of Marie Shelly Holm, Deceased and as trustee of the Florian A. Holm Family Trust

STATE OF TEXAS       §  
                                  §  
COUNTY OF COMAL   §

Before me, the undersigned authority, on this day personally appeared Cynthia Holm Stevens, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes, consideration and in the capacities therein expressed.

Given under my hand and seal of office on this the 22<sup>nd</sup> day of February, 2022.



*John T. Dierksen*  
\_\_\_\_\_  
Notary Public, State of Texas

## **Exhibit A**

### Benefitted Property

The Benefitted Property is comprised of Parcel 1 and Parcel 2,  
each of which is described on the following pages.

[Parcel 1 of the Benefitted Property is described as Tract 1, Tract 2 and Tract 7 on the following pages.]



290 S. Castell Avenue, Ste 100  
New Braunfels, TX 78130  
TBPPE-FIRM F-10961  
TOPLS FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
OF 233.88 ACRE TRACT  
(235.12 ACRES SAVE AND EXCEPT 1.238 ACRES)  
TRACT 1**

A 235.12 acre tract of land, located in the Maria Ampora Survey, A-5, the Charles Pape Survey, A-964 and the Christian Hohmann Survey, A-958, Comal County, Texas. Also being the residue of a called 651.41 acre tract, "Tract D", recorded in Volume 259, Page 760-766 of the Comal County Deed Records. Said 235.12 acre tract being more fully described as follows:

BEGINNING at a ½" Iron rod (no cap) found in the asphalt of Big Wampam Right of Way, for the Southwest corner of a 0.014 of an acre tract dedicated for Right of Way in Document No. 2007060445610 of the Official Public Records of Comal County Texas, also being the Southwest corner of Lot 1, Wild Horse Hills Subdivision, recorded in Document No. 200706044561 of the Official Public Records of Comal County, Texas, from which a ½" Iron rod found for the Northwest corner of said 651.41 acre tract bears North 01°48'26" West, a distance of 39.99 feet;

THENCE with the South line of said 0.014 of an acre tract and a South line of said Lot 1, North 89°33'44" East, a distance of 69.00 feet to a point for an inner ell corner of said Lot 1;

THENCE with the West line of said Lots 1 through 6, of said Wild Horse Hills Subdivision, South 01°46'22" East, a distance of 938.15 feet to a ½" Iron rod found for the Southwest corner of Lot 6;

THENCE with the South line of said Lot 6, North 89°28'18" East, a distance of 598.98 feet to a ½" Iron rod found for the Southeast corner of said Lot 6;

THENCE with the East line of said Lot 6, North 05°18'36" East, a distance of 13.70 feet to a point for a Southeast corner of said Lot 6 at the Intersection of the Holm Ranch Road Cul-de-Sac;

THENCE along the Holm Ranch Road, Cul-de-Sac, a non-tangent curve to the left, said curve having a radius of 50.04 feet, a central angle of 180°01'34", a chord bearing and distance of North 43°34'02" East, 100.07 feet, for an arc distance of 157.22 feet to a ½" Iron rod found for the Northeast corner of the Holm Ranch Road Cul-de-Sac;

THENCE with the East line of Holm Ranch Road, North 06°28'58" East, a distance of 899.08 feet to a ½" Iron rod with no cap found for the Northeast corner of said Wild Horse Hills Subdivision and the Southwest corner of Lot 208, Eagles Peak Ranch, Unit Two, a subdivision recorded in Volume 8, Page 298, of the Comal County Map Records;

THENCE with the South line of said Eagles Peak Ranch, Unit Two, Lots 208 through 201, and the South line of the Amending Plat of Eagles Peak Ranch, Unit Two, recorded in Document No. 201706001694 of the Official Public Records of Comal County Texas, Lots 165AP and 163AP, North 89°46'30" East, a distance of 1336.23 feet to a ½" Iron rod found for the Southeast corner of Lot 163AP and a Northwest corner of Lot

3, Mo Betta Ranch, Unit One, a subdivision recorded in Document No. 9606023224 of the Official Public Records of Comal County Texas, also being a Northeast corner of said 615.41 acre tract;

THENCE with an East line of said 615.41 acre tract and the Westernmost West line of said Lot 3, and the West line of a called 40.00 acre tract, recorded in Volume 487, Page 871 of the Comal County Deed Records, South 00°25'55" East, a distance of 230.77 feet to a point for the Southwest corner of said 40.00 acre tract, a boundary line agreement recorded in Volume 445, Page 449 of the Comal County Deed Records also coincides with this line;

THENCE with a North line of said 651.41 acre tract and the South line of said 40.00 acre tract, South 00°25'55" East, a distance of 874.92 feet to a point for the Southwest corner of said 40.00 acre tract and an inner corner of said 651.41 acre tract;

THENCE with the East line of said 40.00 acre tract and a West line of said 651.41 acre tract, North 89°30'56" East, a distance of 1552.98 feet to a ½" iron rod with no cap found for the Southwest corner of said 40.00 acre tract and an inner corner of said 651.41 acre tract;

THENCE with the East line of said 70.003 acre tract and a West line of said 651.41 acre tract, North 44°35'45" East, a distance of 1239.49 feet to a ½" iron rod with no cap found for the Northeast corner of said 40.00 acre tract and a Southeast corner of the remainder of a called 70.003 acre tract, recorded in Document No. 9806000151 of the Official Public Records of Comal County Texas;

THENCE continuing with a West line of said 651.41 acre tract and the East line of said 70.003 acre tract, North 44°35'45" East, a distance of 1466.56 feet to a 60D nail found in a fence corner post for an inner ell corner of said 651.41 acre tract, an East corner of said 70.003 acre tract, Southwest corner of a called 0.353 of an acre tract, (West) recorded in Document No. 201806026395 of the Official Public Records Comal County, Texas and a Southwest corner of a called 1.12 acre tract, recorded in Document No. 201806026394 of the Official Public Records of Comal County Texas;

THENCE into and across said 651.41 acre tract with the South line of said 1.12 acre tract, South 67°55'52" East, a distance of 455.34 feet to a ½" iron rod with cap "Solis Kanak" found for the Southeast corner of said 1.12 acre tract;

THENCE with the East line of said 1.12 acre tract, the following two calls:

- 1.) North 11°55'25" East, a distance of 60.76 feet to a point;
- 2.) North 32°05'18" East, a distance of 40.72 feet to a ½" Iron rod with cap "Solis Kanak" found for the Northeast corner of said 1.12 acre tract and the Southwest corner of a called 0.353 of an acre tract, (East) recorded in Document No. 201806026394 of the Official Public Records of Comal County Texas;

THENCE with the East line of said 0.353 of an acre tract (West), North 31°19'43" East, a distance of 124.05 feet to a ½" iron rod with cap "Solis Kanak" found for the Northeast corner of said 0.353 of an acre tract and for the Southeast corner of the residue of a called 33.51 acre tract, recorded in Document No. 201506019101 of the Official Public Records of Comal County Texas;

THENCE with the East line of said 33.51 acre tract the following two calls:

- 1.) North 31°18'32" East, a distance of 83.61 feet to a ½" iron rod with cap "Solis Kanak" found;
- 2.) North 89°12'52" East, a distance of 23.63 feet to a ½" iron rod with cap "Solis Kanak" found for the Southeast corner of said 33.51 acre tract and the Southwest corner of a 60' Wide Ingress/egress easement recorded in Document No. 201506019101 of the Official Public Records of Comal County Texas, also lying in the South line of a called 184.16 acre tract, recorded in Document No. 201306013584 of the Official Public Records of Comal County, Texas;

THENCE with the South line of said easement and said 184.16 acre tract, North 88°41'06" East, a distance of 71.06 feet to a point in the West line of a called 11.17 acre tract, recorded in Document No. 202106015733 of the Official Public Records of Comal County Texas also being the Southeast corner of said easement;

THENCE with the West line of said 11.17 acre tract, South 31°26'02" West, a distance of 79.55 feet to a ½" iron rod with cap "HMT" found for the Southwest corner of said 11.17 acre tract;

THENCE with the South line of said 11.17 acre tract, South 77°00'50" East, a distance of 615.92 feet to a mag nail found in a rock for the Southeast corner of said 11.17 acre tract, being the Northwest corner of said 2.50 acre tract, recorded in Document No. 200706024227 of the Official Public Records of Comal County Texas;

THENCE with the West and South line of said 2.50 acre tract, the following two calls:

- 1.) South 01°10'37" East, a distance of 248.92 feet to a ½" iron rod with cap "Solis Kanak" found for the Southwest corner of said 2.50 acre tract;
- 2.) North 88°53'39" East, a distance of 465.89 feet to a point for the Southeast corner of said 2.50 acre tract, lying in the West line of Serenity Road (a 60' Road Easement) recorded in Volume 423, Page 644 of the Comal County Deed Records, the West line of a called 2.0 acre tract, recorded in Document No. 201906016615 of the Official Public Records of Comal County Texas, said point also lying in the East line of said 651.41 acre tract;

THENCE with the East line of said 651.41 acre tract and the West line of Serenity Road, and said 2.0 acre tract, South 00°54'40" East, a distance of 209.22 feet to a point for the Northeast corner of a called 179.16 acre tract, recorded in Document No. 201206044416 of the Official Public Records of Comal County Texas;

THENCE departing the West line of said 651.41 acre tract and following along the Northwest line of said 179.16 acre tract, the following five calls:

- 1.) South 88°58'18" West, a distance of 40.00 feet to a point for a Northwest corner of said 179.16 acre tract;
- 2.) South 00°55'58" East, a distance of 134.01 feet to a ½" iron rod found;
- 3.) South 00°21'00" East, a distance of 533.73 feet to a point;
- 4.) South 89°28'26" West, a distance of 2166.29 feet to a ½" iron rod with cap "Solis Kanak";
- 5.) South 44°35'30" West, a distance of 3252.71 feet to a ½" iron rod with cap "Solis Kanak" found for the Southwest corner of said 179.16 acre tract, lying in the North line of a called 198.00 acre

tract, recorded in Document No. 200606042075 of the Official Public Records of Comal County Texas and the South line of said 651.41 acre tract;

THENCE with the South line of said 651.41 acre tract and the North line of said 198.00 acre tract, the following two calls:

- 1.) South 89°39'48" West, a distance of 2081.54 feet to a 8" cedar post found;
- 2.) South 89°49'52" West, a distance of 726.10 feet to a ½" iron rod with no cap found for the Southwest corner of said 651.41 acre tract the Northwest corner of said 198.00 acre tract, lying in the East line of Lot 12, North Lake Estates, a subdivision recorded in Volume 7, Page 90 of the Comal County Map Records;

THENCE with the West line of said 651.41 acre tract and the East line of Lot 12 through Lot 16 of said North Lake Estates, and Lot 13 of North Ridge Estates, a subdivision recorded in Volume 8, Page 171 of the Comal County Map Records, the following two calls:

- 1.) North 00°53'39" West, a distance of 219.43 feet to a point;
- 2.) North 00°31'37" West, a distance of 490.36 to a ½" iron rod with no cap found for the Southwest corner of a called 5.006 acre tract conveyed to Jennifer Holm in Document No. 2005-00110669 of the Official Public Records of Goliad County, Texas, said Small Estate Affidavit contains no description, see Tract 6, Volume 528, Page 909 of the Comal County Deed Records for description;

THENCE into and across said 651.41 acre tract with the South and East line of said Tract 6, the following two calls:

- 1.) North 89°30'41" East, a distance of 668.63 feet to a point for the Southeast corner of said Tract 6;
- 2.) North 01°37'19" West, a distance of 326.05 feet to a ½" iron rod with no cap found for the Northeast corner of Tract 6 and the Southeast corner of Tract 5, a called 5.002 acre tract conveyed to Jennifer Holm, recorded in Document No. 201206044418 of the Official Public Records of Comal County Texas;

THENCE with the East line of said 5.002 acre tract, Tract 5, North 01°38'22" West, a distance of 326.10 feet to a point for the Northeast corner of said Tract 5;

THENCE with the North line of said Tract 5, South 89°29'13" West, a distance of 668.34 feet to a point for the Northwest corner of said Tract 5, lying in the East line of Lot 18, El Dorado Heights, Unit One, a subdivision recorded in Volume 12, Page 91 of the Map Record of Comal County Texas and the West line of said 651.41 acre tract;

THENCE with the East line of Lots 18 through 20 of said El Dorado Heights, Unit One, and the West line of said 651.41 acre tract, North 01°40'05" West, a distance of 948.70 feet to a point for the Northeast corner of said Lot 20 and the Southeast corner of Lot 89 of EL Dorado Heights Unit Three, a subdivision recorded in Document No. 200206021697 of the Official Public Records of Comal County Texas;

THENCE with the East line of said Lot 89 and the West line of said 651.41 acre tract, North 01°50'39" West, a distance of 375.26 feet to the POINT OF BEGINNING and containing 235.12 acres of land in Comal County, Texas.

SAVE AND EXCEPT THE FOLLOWING 1.238 ACRE TRACT

A 1.238 tract of land, located in the Maria Ampora Survey, A-5, Comal County, Texas. Also being that same land described as 1.238 acres recorded in Volume 343, Page 554, Deed Records of Comal County, Texas. Said 1.238 acre tract being more fully described as follows:

BEGINNING at a point for the Northwest corner of said 1.238 acre tract, from which the Southeast corner of a called 0.353 of an acre tract, recorded in Document No. 201806026394 of the Official Public Records of Comal County Texas bears North 15°31'33" East, a distance of 758.75 feet;

THENCE with the North line of said 1.238 acre tract, South 50°45'05" East, a distance of 289.16 feet to a point for the East corner of said 1.238 acre tract;

THENCE with the East line of said 1.238 acre tract, South 42°52'40" West, a distance of 194.04 feet to a point;

THENCE with the South line of said 1.238 acre tract, North 61°49'34" West, a distance of 213.07 feet to a point;

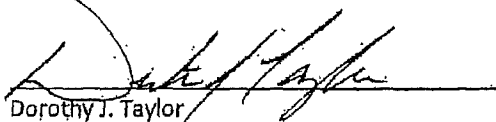
THENCE with the West line of said 1.238 acre tract, North 23°08'00" East, a distance of 244.17 feet to the POINT OF BEGINNING and containing 1.238 acres of land in Comal County, Texas.

SAID 235.12 ACRE TRACT LESS AND EXCEPT SAID 1.238 ACRE TRACT TOTALING 233.88 ACRES

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

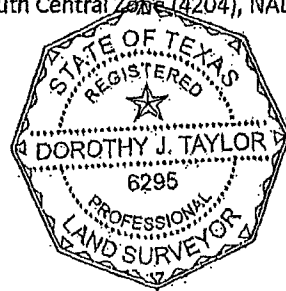
Written July 12, 2021.

Reference survey of said 235.12 acre tract prepared this same date.

  
Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

7-21-21



S:\Projects\Title Surveys\Ampora, Maria\Shellyholm Rd (Holm Ranch)\20-1303 Land Partition\13M&B Residue of 615 Acres.docx





290 S. Castell Avenue, Ste 100  
 New Braunfels, TX 78130  
 TBPE-FIRM E-10961  
 TBPLS FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
 OF 1.124 ACRE TRACT  
 TRACT 2**

A 1.124 acre tract of land, located in the Maria Ampora Survey, A-5, Comal County, Texas. Being comprised of the following two tracts of land, the residue (Southeast portion) of a called 1.12 acre tract, an undivided 1/2 interest conveyed to Marie Shelly Holm, recorded in Document No. 201506019098 of the Official Public Records of Comal County Texas and all of a 0.353 of an acre tract (East portion), conveyed from Liberty Trust Co. Ltd., to Holm Family Trust & Marie Shelly Holm, recorded in Document No. 201806028394 of the Official Public Records of Comal County, Texas. Said 1.124 acre tract being more fully described as follows:

BEGINNING at a 1/2" iron rod with cap "Solis Kanak" found for the Easternmost corner of said 0.353 of an acre tract and a Southeast corner of the residue of a called 33.51 acre tract, recorded in Document No. 201506019101 of the Official Public Records of Comal County, Texas;

THENCE with the East line of said 0.353 of an acre tract, South 31°19'43" West, a distance of 124.05 feet to a 1/2" iron rod with cap "Solis Kanak" found for the Southeast corner of said 0.353 of an acre tract and the Northeast corner of a said 1.12 acre tract;

THENCE with the East line of said 1.12 acre tract, the following two calls:

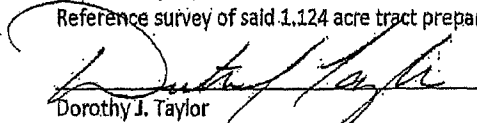
- 1.) South 32°05'18" West, a distance of 40.72 feet to a point;
- 2.) South 11°55'25" West, a distance of 60.76 feet to a 1/2" iron rod with cap "Solis Kanak" found for the Southeast corner of said 1.12 acre tract;

THENCE with the South line of said 1.12 acre tract, North 67°55'52" West, a distance of 455.34 feet to a nail found in a fence corner post for the Southwest corner of said 1.12 acre tract, and the Southwest corner of a called 0.353 of an acre tract (West portion) conveyed to Liberty Trust Co. Ltd. recorded in Document No. 201806026395 of the Official Public Records of Comal County, Texas;

THENCE with the South line of said 0.353 of an acre tract, North 86°49'51" East, at a distance of 220.73 feet passing a 1/2" iron rod with cap "Solis Kanak" found for the Southeast corner of said 0.353 of an acre tract, and continuing in all a total distance of 521.46 feet to the POINT OF BEGINNING and containing 1.124 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (FNSA) NAD 83. Written July 12, 2021.

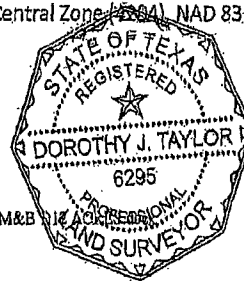
Reference survey of said 1.124 acre tract prepared this same date.

  
 Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\Title Surveys\Ampora, Maria Shellyholm Rd (Holm Ranch)\20-1303 Land Partition M&B\B&B

7-21-21





290 S. Castoff Avenue, Ste 100  
 New Braunfels, TX 78130  
 TBPB FIRM F-10961  
 TBPB FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
 OF 1.238 ACRE TRACT  
 TRACT 7**

A 1.238 tract of land, located in the Maria Ampora Survey, A-5, Comal County, Texas. Also being that same land described as 1.238 acres recorded in Volume 343, Page 554, Deed Records of Comal County, Texas. Said 1.238 acre tract being more fully described as follows:

BEGINNING at a point for the Northwest corner of said 1.238 acre tract, from which the Southeast corner of a called 0.353 of an acre tract, recorded in Document No. 201806026394 of the Official Public Records of Comal County Texas bears North 15°31'33" East, a distance of 758.75 feet;

THENCE with the North line of said 1.238 acre tract, South 50°45'05" East, a distance of 289.16 feet to a point for the East corner of said 1.238 acre tract;

THENCE with the East line of said 1.238 acre tract, South 42°52'40" West, a distance of 194.04 feet to a point;

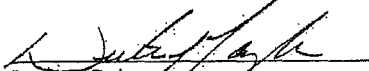
THENCE with the South line of said 1.238 acre tract, North 61°49'34" West, a distance of 213.07 feet to a point;

THENCE with the West line of said 1.238 acre tract, North 23°08'00" East, a distance of 244.17 feet to the POINT OF BEGINNING and containing 1.238 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (NAD83).

Written July 16, 2021.

Reference survey of said 1.238 acre tract prepared this same date.

  
 Dorothy J. Taylor  
 Registered Professional Land Surveyor No. 6295

7-21-21



S:\Projects\Title Surveys\Ampora, Maria\Shellyholm Rd (Holm Ranch)\20-1303 Land Partition\M&B\M&B Tract 7 - 1.238 Acres.docx

[Parcel 2 of the Benefitted Property is described as Tract 5 on the following pages.]



290 S. Castell Avenue, Ste 100  
New Braunfels, TX 78130  
TBPE-FIRM F-10961  
TBPLS FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
OF 179.09 ACRE TRACT  
TRACT 5**

A 179.09 tract of land, located in the Maria Ampora Survey, A-5, Comal County, Texas. Also being that same land described as 179.16 acres recorded in Document No. 201206044416, Official Public Records of Comal County, Texas. Said 179.09 acre tract being more fully described as follows:

BEGINNING at a point in the West line of Serenity Road (a 60' wide Private Road, recorded in Volume 423, Page 649 of the Comal County Deed Records and the West line of a called 2.0 acre tract, described as "Tract 1" in a deed recorded in Document No. 201906016615 of the Official Public Records of Comal County, Texas, also being the Northeast corner of said 179.16 acre tract;

THENCE with the East line of said 179.16 acre tract, South 00°54'40" East, a distance of 132.98 feet to a point;

THENCE continuing with the East line of said 179.16 acre tract and the West line of the following tracts, said 2.0 acre tract, a called 3.935 acre tract, recorded in Document No. 202006045079 of the Official Public Records of Comal County Texas, a called 9.073 acre tract, recorded in Document No. 200806039054 of the Official Public Records of Comal County, Texas, a called 5.134 acre tract recorded in Document No. 201906007437 of the Official Public Records of Comal County, Texas, a called 10.28 acre tract recorded in Document No. 201606047363 of the Official Public Records of Comal County, Texas, South 00°18'33" East, a distance of 1617.63 feet to a ½" iron rod found in the West line of said 10.28 acre tract;

THENCE continuing with the East line of said 179.16 acre tract and the West line of said 10.28 acre tract and the West line of the remainder of a called 2386.25 acre tract, recorded in Document No. 200406004581 of the Official Public Records of Comal County, Texas, South 00°57'57" East, a distance of 831.16 feet to a 8" cedar fence post found;

THENCE continuing with the East line of said 179.16 acre tract and the East line of said 2386.25 acre tract, South 00°17'13" East, a distance of 596.87 feet to a ½" iron rod with cap "RPLS 4777" found for the Southeast corner of said 179.16 acre tract, lying in the North line of the remainder of a called 749.3671 acre tract, recorded in Vol. 849, Page 692 of the Deed Records of Comal County, Texas;

THENCE with the South line of said 179.16 acre tract and the remainder of said 749.3671 acre tract, the following eight calls:

- 1.) South 88°13'14" West, a distance of 693.35 feet to a ½" iron rod with cap "RPLS 4777" found;
- 2.) North 71°42'43" West, a distance of 1142.06 feet to a ½" iron rod with cap "RPLS 4777" found;
- 3.) North 54°10'58" West, a distance of 312.41 feet to a ½" iron rod with cap "RPLS 4777" found;
- 4.) South 85°12'49" West, a distance of 178.78 feet to a ½" iron rod with cap "RPLS 4777" found;
- 5.) South 30°37'47" West, a distance of 139.98 feet to a ½" iron rod with cap "RPLS 4777" found;
- 6.) South 23°22'44" West, a distance of 212.57 feet to a ½" iron rod with cap "RPLS 4777" found;
- 7.) South 89°34'26" West, a distance of 1740.16 feet to a ½" iron rod found;

- 8.) South 89°39'40" West, a distance of 407.51 feet to a ½" iron rod found for the Southwest corner of said 179.16 acre tract and the Southeast corner of the remainder of a called 651.41 acre tract, "Tract D" recorded in Volume 259, Page 760-766 of the Deed Records of Comal County, Texas;

THENCE into and across said 651.41 acre tract, with the Northwest line of said 179.16 acre tract, the following six calls:

- 1.) North 44°35'30" East, a distance of 3252.71 feet to a ½" iron rod found;
- 2.) North 89°28'26" East, a distance of 2166.29 feet to a point;
- 3.) North 00°21'00" West, a distance of 533.73 feet to a ½" iron rod found;
- 4.) North 00°55'58" West, a distance of 134.01 feet to a point;
- 5.) North 88°58'18" East, a distance of 40.00 feet to the POINT OF BEGINNING and containing 179.09 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4284), NAD 83.

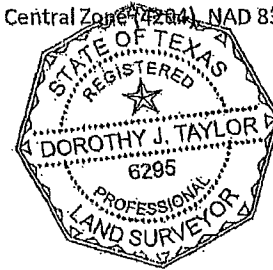
Written July 16, 2021.

Reference survey of said 179.09 acre tract prepared this same date.

  
Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\Title Surveys\Amporn, Maria\Shellyholm Rd (Holm Ranch)\20-1303 Land Partition\M&B\B Tract 5 - 179.20 Acres.docx



7-21-21

## **Exhibit B**

### Easement Property

The Easement Property is described in three tracts on the following pages: (i) Segment #1 being a 1.461 acre tract, (ii) Segment #2 being a 3.215 acre tract and (iii) Segment #3 being a 1.76 acre tract.



290 S. Castell Avenue, Ste 100  
New Braunfels, TX 78130  
TDPE FIRM F-10961  
TDPLS FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
OF 1.461 ACRE TRACT  
TRACT 3**

**THE NORTHERN PORTION OF SHELLYHOLM ROAD—SEGMENT #1**

A 1.461 acre tract of land, located in the Marja Ampora Survey, A-5, Comal County, Texas. Also being part of a called 184.16 acre tract recorded in 201206044415, of the Official Public Records of Comal County, Texas. Said 1.461 acre tract being more fully described as follows:

BEGINNING at a ½" Iron rod with cap "Solis Kanak" found in the South line of FM 32, and the North line of said 184.16 acre tract, also being the Northwest corner of a called 10.07 acre tract, described as "Tract 1" in a deed recorded in Document No. 201306013586 of the Official Public Records of Comal County, Texas;

THENCE with the West line of said 10.07 acre "Tract 1", and into and across said 184.16 acre tract, the following six calls:

- 1.) South 11°49'34" East, a distance of 93.92 feet to a ½" iron rod with cap "Solis Kanak" found;
- 2.) North 85°42'04" West, a distance of 40.10 feet to a ½" iron rod with cap "Solis Kanak" found;
- 3.) South 03°26'27" West, a distance of 59.64 feet to a point;
- 4.) South 85°12'50" East, a distance of 39.13 feet to a ½" iron rod with cap "Solis Kanak" found;
- 5.) South 04°03'38" West, a distance of 365.37 feet to a point;
- 6.) South 15°25'01" East, a distance of 615.17 feet to a ½" iron rod with cap "Solis Kanak" found for the Southwest corner of said 10.07, "Tract 1" and lying in the North line of a called 10.14 acre tract, called "Tract 2" in a deed recorded in Document No. 201306013586 of the Official Public Records of Comal County, Texas;

THENCE with the North line of said 10.14 acre, "Tract 2" the following 2 calls:

- 1.) North 43°57'46" West, a distance of 83.96 feet to a mag nail with washer in a rock for the Northwest corner of said 10.14 acre tract, lying in the East line of a 20' Ingress/egress road easement, recorded in Volume 343, Page 554, Comal County Deed Records;
- 2.) With the East line of said 20' easement and the West line of said 10.14 acre tract, South 03°39'15" West, a distance of 60.11 feet to a point in the East line of a called 83.46 acre tract, recorded in Document No. 201506019101, of the Official Public Records of Comal County, Texas;

THENCE with the East line of said 84.46 acre tract, North 15°29'44" West, a distance of 609.08 feet to a ½" iron rod with cap "Solis Kanak" found for the Northeast corner of said 84.46 acre tract and the Southeast corner of a called 24.44 acre tract, recorded in Document No. 201506019101 of the Official Public Records of Comal County, Texas;

THENCE with the East line of said 24.44 acre tract, the following two calls,

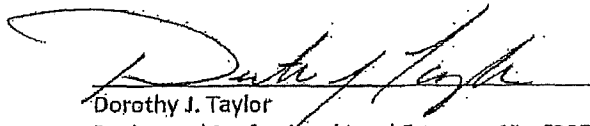
- 1.) North 04°12'06" East, a distance of 427.74 feet to a ½" iron rod with cap "Solis Kanak" found;

2.) North 11°34'44" West, a distance of 86.12 feet to a ½" iron rod with cap "Solls Kanal" found in the South line of FM 32 for the Northeast corner of said 24.44 acre tract;  
THENCE with the South line of FM 32 (100' R.O.W.) and the North line of said 184.16 acre tract, along a curve to the left, said curve having a radius of 2914.88 feet, a central angle of 1°10'06", a chord bearing and distance of North 79°28'20" East, 59.44 feet, for an arc distance of 59.44 feet to the POINT OF BEGINNING and containing 1.461 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

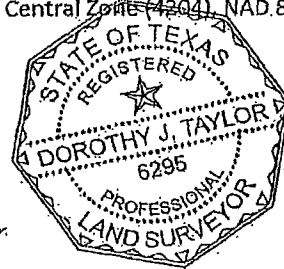
Written July 12, 2021.

Reference survey of said 1.461 acre tract prepared this same date.



Dorothy J. Taylor  
Registered Professional Land Surveyor No. 6295

7-21-21



S:\Projects\Title Surveys\Ampora, Maria Shellyholm Rd (Holm Ranch)\20-1303 Land Partition\M&B\M&B Shellyholm Road Part A.docx





290 S. Castell Avenue, Ste 100  
New Braunfels, TX 78130  
TBPPE FIRM F-10961  
TBPPLS FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
OF 3.215 ACRE TRACT  
TRACT 4**

**THE SOUTHERN PORTION OF SHELLYHOLM ROAD – SEGMENT # 2**

A 3.215 acre tract of land, located in the Maria Ampora Survey, A-5, Comal County, Texas. Also being approximately 60' wide Southern portion of Shellyholm Road, part of a called 184.16 acre tract recorded in 201206044415, of the Official Public Records of Comal County, Texas. Said 3.215 acre tract being more fully described as follows:

BEGINNING at a ½" iron rod with cap "Solis Kanak" found in the South line of said 184.16 acre tract, being the Southeast corner of a called 33.51 acre tract, described in Document No. 201506019101 of the Official Public Records of Comal County, Texas;

THENCE continuing into and across said 184.16 acre tract, with the East line of said 33.51 acre tract and the West line of a called 20' road easement, recorded in Volume 343, Page 554 of the Comal County Deed Records, the following three calls:

- 1.) North 31°22'46" East, a distance of 467.53 feet to a ½" iron rod with cap "Solis Kanak";
- 2.) North 43°42'17" East, a distance of 334.53 feet to a ½" iron rod with cap "Solis Kanak";
- 3.) North 17°08'35" East, a distance of 476.05 feet to a ½" iron rod with cap "Solis Kanak" for the Northeast corner of said 33.51 acre tract and the Southeast corner of a called 84.46 acre tract, recorded in Document No. 201506019101 of the Official Public Records of Comal County, Texas;

THENCE with the East line of said 84.46 acre tract, the following four calls:

- 1.) North 03°44'27" East, a distance of 216.47 feet to a ½" iron rod with cap "Solis Kanak";
- 2.) North 28°07'03" East, a distance of 177.36 feet to a ½" iron rod with cap "Solis Kanak";
- 3.) North 04°26'44" East, a distance of 187.85 feet to a ½" iron rod with cap "Solis Kanak";
- 4.) North 01°24'12" West, a distance of 535.20 feet to a point in the South line of the tab portion of a called 10.14 acre tract "Tract 2" recorded in Document No. 201306013586 of the Official Public Records of Comal County, Texas;

THENCE with the South and West line of said 10.14 "Tract 2" the following six calls:

- 1.) South 43°57'51" East, a distance of 88.57 feet to a ½" iron rod with cap "Solis Kanak" found;
- 2.) South 01°25'07" East, a distance of 473.70 feet to a ½" iron rod with cap "Solis Kanak" found;
- 3.) South 04°25'30" West, a distance of 203.61 feet to a ½" iron rod with cap "Solis Kanak" found;
- 4.) South 28°06'51" West, a distance of 177.02 feet to a ½" iron rod with cap "Solis Kanak" found;
- 5.) South 03°44'33" West, a distance of 210.42 feet to a ½" iron rod with cap "Solis Kanak" found;
- 6.) South 17°10'38" West, a distance of 333.61 feet to a ½" iron rod with cap "Solis Kanak" found for the Southwest corner of said 10.14 acre tract and the Northeast corner of a called 11.17 acre tract, recorded in Document No. 202106015733 of the Official Public Records of Comal County, Texas;

THENCE with the West line of said 11.17 acre tract the following seven calls:

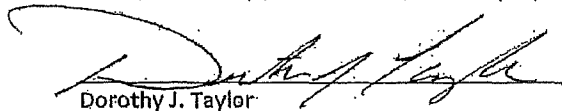
- 1.) South 17°07'04" West, a distance of 163.20 feet to a point;
- 2.) South 43°42'32" West, a distance of 342.23 feet to a point;
- 3.) South 31°26'02" West, a distance of 82.20 feet to a point;
- 4.) North 27°53'45" West, a distance of 46.70 feet to a point;
- 5.) South 31°23'57" West, a distance of 46.52 feet to a point;
- 6.) South 27°53'45" East, a distance of 46.67 feet to a point;
- 7.) South 31°26'02" West, a distance of 293.76 feet to a point in the West line of said 11.17 acre tract, and the South line of said 184.16 acre tract, from which a ½" iron rod with cap "HMT" found for the Southeast corner of said 11.17 acre tract bears South 31°26'02" East, a distance of 79.55 feet;

THENCE with the South line of said 184.16 acre tract and the North line of the residue of a called 651.41 acre tract "Tract D" recorded in Volume 259, Page 760 of the Comal County Deed Records, South 88°41'06" West, a distance of 71.06 feet to the POINT OF BEGINNING and containing 3.215 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83..

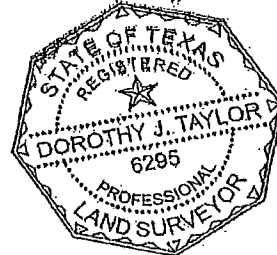
Written July 12, 2021.

Reference survey of said 3.215 acre tract prepared this same date.



Dorothy J. Taylor  
Registered Professional Land Surveyor No. 6295

7-21-21



S:\Projects\Title Surveys\Ampora, Macia\Shellyholm Rd (Holm Ranch)\20-1303 Land Partition\M&B\B Shellyholm Road Part B.dwg



290 S. Castell Avenue, Ste 100  
New Braunfels, TX 78130  
TBPPE-FIRM F-10961  
TBPPLS-FIRM 10153600

**METES AND BOUNDS DESCRIPTION  
OF 1.76 ACRE ACCESS AND UTILITY EASEMENT  
THE EXTENSION OF SHELLYHOLM ROAD – SEGMENT # 3**

A 1.76 acre access and utility easement, located in the Maria Ampora Survey, A-5, Comal County, Texas. Being part of a called 651.41 acre tract, Tract D, recorded in Volume 259, Page 760-766 of the Comal County Deed Records and also being part of the residue of a called 1.12 acre tract, recorded in Document No. 201506019098 of the Official Public Records of Comal County, Texas. Said 1.76 acre easement being more fully described as follows:

BEGINNING at a ½" iron rod with cap "HMT" found for the Southwest corner of a called 11.17 acre tract, recorded in Document No. 202106015733 of the Official Public Records of Comal County, Texas;

THENCE into and across said 615.41 acre tract, Tract D", the following four calls:

- 1.) South 38°04'20" West, a distance of 201.17 feet to a point;
- 2.) South 11°55'25" West, a distance of 57.94 feet to a point, 60' from the West line of a called 1.12 acre tract, recorded in Document No. 201506019098 of the Official Public Records of Comal County, Texas;
- 3.) South 07°31'26" West, a distance of 584.84 feet to a point;
- 4.) South 30°41'14" West, a distance of 229.79 feet to a point in the North line of a called 1.238 acre tract, recorded in Volume 343, Page 554 of the Comal County Deed Records;

THENCE with the North line of said 1.238 acre tract, North 50°45'05" West, a distance of 60.73 feet to a point, from which the Northwest corner of said 1.238 acre tract bears North 50°45'05" West, a distance of 27.77';

THENCE departing said 1.238 acre tract, across said 615.41 acre tract, the following two calls:

- 1.) North 30°42'03" East, a distance of 208.45 feet to a point;
- 2.) North 07°31'11" East, a distance of 574.33 feet to a ½" iron rod with cap "Solis Kanak" found for the Southeast corner of the residue of a called 1.12 acre tract, recorded in Document No. 201506019098 of the Official Public Records of Comal County Texas;

THENCE with the Southwest line of said residue of a called 1.12 acre tract, North 67°33'17" West, a distance of 79.97 feet to a point;

THENCE into and across said residue of 1.12 acre tract, North 25°47'23" East, a distance of 98.07 feet to a point in the North line of said 1.12 acre tract, lying in the South line of a called 0.353 of an acre tract, recorded in Document No. 2018060256394 of the Official Public Records of Comal County, Texas;

THENCE with the North line of the said 1.12 acre tract and the South line of said 0.353 of an acre tract, South 69°10'34" East, a distance of 70.00 feet to a ½" iron rod found for the Southeast corner of said 0.353 acre tract;

THENCE with the East line of said 0.353 of an acre tract, North 31°19'43" East, a distance of 124.05 feet to a ½" iron rod with cap "Solis Kanak" found for the Northeast corner of said 0.353 of an acre tract and the Southeast corner of the residue of a called 33.51 acre tract, recorded in Document No. 201506019101 of the Official Public Records of Comal County, Texas;

THENCE with the East line of said residue of 33.51 acre tract, the following two calls;

- 1.) North 31°18'32" East, a distance of 83.61 feet to a ½" iron rod with cap "Solis Kanak" found for a corner, lying in the South line of a called 184.16 acre tract, recorded in Document No. 20120604415 of the Official Public Records of Comal County, Texas;
- 2.) With the South line of said 184.16 acre tract, North 89°12'52" East, a distance of 23.63 feet to a ½" iron rod with cap "Solis Kanak" found for a Southeast corner of said 33.51 acre tract and for the Southwest corner of a called 60' Wide Ingress/Egress and Utility Easement, Shellyholm Road, a 60' Wide Private Road, recorded in Document No. 201506019101 of the Official Public Records of Comal County, Texas;

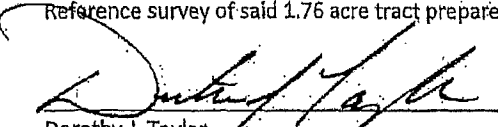
THENCE with the South line of said 184.16 acre tract and the South line of said easement, North 88°41'06" East, a distance of 71.06 feet to a point in the West line of said 11.17 acre tract;

THENCE with the West line of said 11.17 acre tract, South 31°26'02" West, a distance of 79.55 feet to the POINT OF BEGINNING and containing 1.76 acres of land Comal County, Texas.

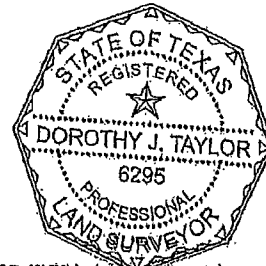
Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Written July 12, 2021. Revised August 25, 2021. Revised Sept. 1, 2021.

Reference survey of said 1.76 acre tract prepared this same date.

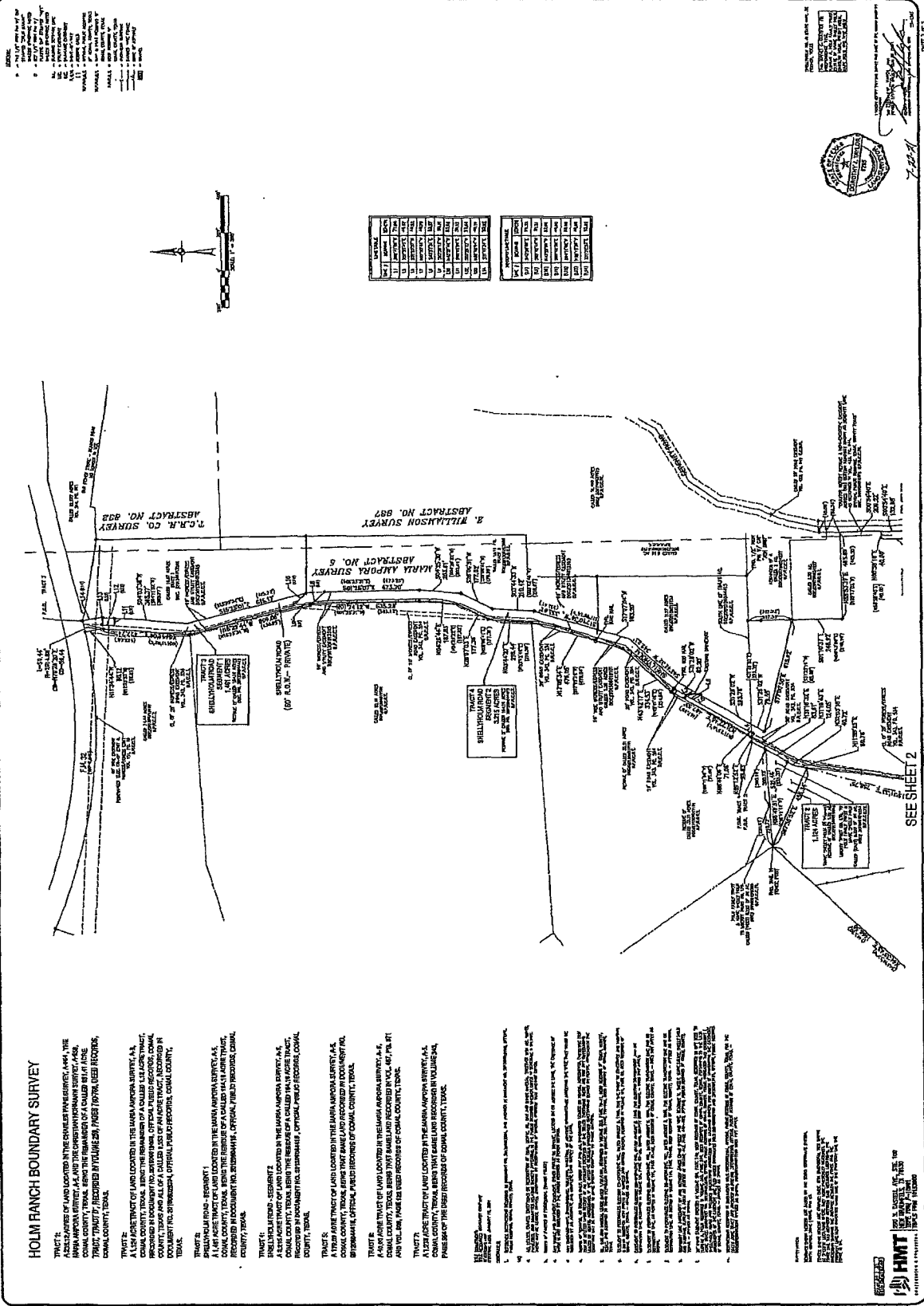
  
Dorothy J. Taylor  
Registered Professional Land Surveyor No. 6295

S:\Projects\Title Surveys\Ampora, Maria\Shellyholm Rd (Holm Ranch)\20-1303 Land Partition\M&B\M&B 60' Wide Access Easement.docx



## **Exhibit B-1**

[A depiction of Segment #1 and Segment #2 of the Easement Property follows on the next page.]



**HOLM FRANCH BOUNDARY SURVEY**

- TRACT 1:** A CERTAIN TRACT OF LAND LOCATED IN THE CHERRY PARK SURVEY, A.M., THE MARRA AMPORA SURVEY, A.M., AND THE WILLIAMSON SURVEY, A.M., ALL IN TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 2:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 3:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 4:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 5:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 6:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 7:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.
- TRACT 8:** A CERTAIN TRACT OF LAND LOCATED IN THE MARRA AMPORA SURVEY, A.M., TARRANT COUNTY, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS, BEING THE REMAINDER OF A QUARTER SECTION 34, TOWNSHIP 10N, RANGE 12E, COUNTY 10E, TEXAS.

TRACT	ACRES	FRAC.
TRACT 1	1.25	1/4
TRACT 2	1.25	1/4
TRACT 3	1.25	1/4
TRACT 4	1.25	1/4
TRACT 5	1.25	1/4
TRACT 6	1.25	1/4
TRACT 7	1.25	1/4
TRACT 8	1.25	1/4
TOTAL	10.00	

**HMT**  
 HUNTLEY & MATHIAS, INC.  
 SURVEYORS

## **Exhibit B-2**

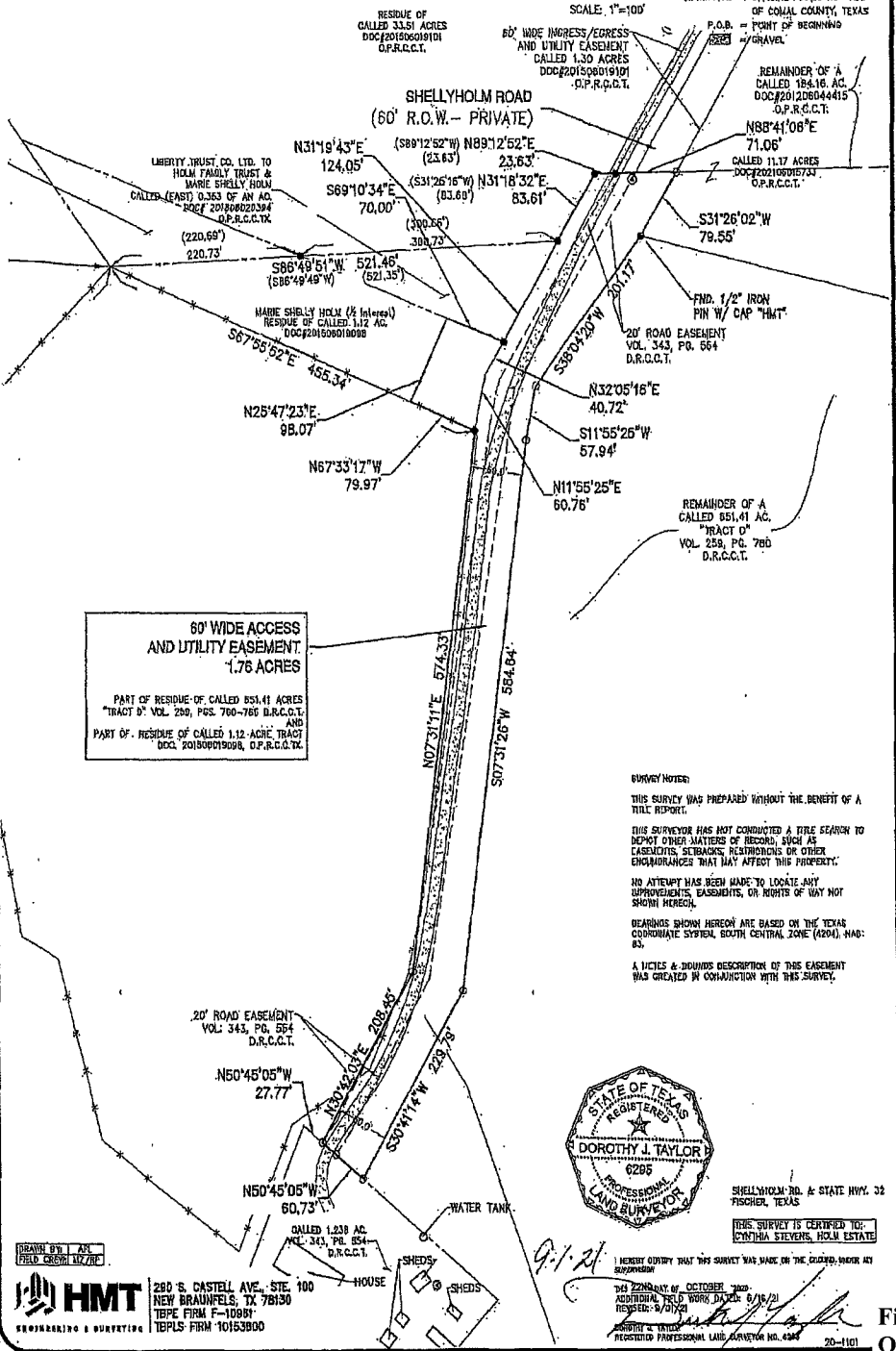
[A depiction of Segment #3 of the Easement Property follows on the next page.]

1.78 ACRE ACCESS/UTILITY EASEMENT, LOCATED IN THE MARIA AMPARA SURVEY NO. 3, ABSTRACT NO. 5, COMAL COUNTY, TEXAS, BEING PART OF THE RESIDUE OF A CALLED 651.41 ACRE TRACT, "TRACT D", RECORDED IN VOLUME 259, PAGE 760, DEED RECORDS, COMAL COUNTY, TEXAS AND PART OF THE RESIDUE OF A CALLED 1.12 ACRE TRACT, RECORDED IN DOCUMENT NO. 201506019098, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

- LEGEND:
- = FND 1/2" IRON PIN W/TH CAP "SOLS-MANK", UNLESS OTHERWISE NOTED
  - BL = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - R.O.W. = RIGHT-OF-WAY
  - ( ) = RECORD CALLS
  - D.R.C.C.T. = DEED RECORDS OF COMAL COUNTY, TEXAS
  - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
  - P.O.B. = POINT OF BEGINNING



SCALE: 1"=100'



**60' WIDE ACCESS AND UTILITY EASEMENT 1.78 ACRES**

PART OF RESIDUE OF CALLED 651.41 ACRES "TRACT D" VOL. 259, PGS. 760-766 D.R.C.C.T. AND PART OF RESIDUE OF CALLED 1.12 ACRE TRACT DOC. 201506019098, O.P.R.C.C.T.

**SURVEY NOTES:**

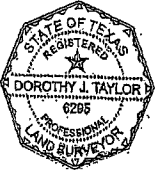
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO REVEAL OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (2011) NAD 83.

A TABLE & BOUNDS DESCRIPTION OF THIS EASEMENT WAS CREATED IN CONNECTION WITH THIS SURVEY.



SHELLYHOLM RD. & STATE HWY. 32 FISCHER, TEXAS

THIS SURVEY IS CERTIFIED BY CYNTHIA STEVENS, HSMJ ESTATE

DRAWN BY: AM FIELD CHECK: MZ/WP

**HMT** SURVEYING & MAPPING

200 S. CASTELL AVE., STE. 100  
NEW BRAUNFELS, TX 78130  
TELEPHONE: F-10981  
TELEFAX: F-10153900

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE FOREGOING AND IS CORRECT.

THIS DEPARTMENT OF OCTOBER 2022  
ADDITIONAL FIELD WORK DATED 6/16/22  
REVISED: 5/11/23

DOROTHY J. TAYLOR  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6286

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
02/22/2022 04:19:47 PM  
CHRISTY 40 Pages(s)  
202206008461

*Bobbie Koepf*