

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

261.77 of land located within the James Robeson Survey, Abstract No. 100 and the Amos Green Survey, Abstract No. 41 of Liberty County, Texas as shown in the attached Exhibit A

This Declaration of Covenants, Conditions, and Restrictions is made on this the day of by Legacy Land Group, Ltd., ("Declarant"), whose mailing address is P.O. Box 1249 San Marcos, Texas 78667.

Recitals

1. Declarant is the owner of all that certain real property ("the property") located in Liberty County, Texas described as follows:

261.77 of land located within the James Robeson Survey, Abstract No. 100 and the Amos Green Survey, Abstract No. 41 of Liberty County, Texas as shown in the attached Exhibit A

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general plan development.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

**Article 1
Definitions**

1-1 "**Developer**" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

1-2. "**Lot**" means the subdivided Lots within the Property identified above, as fully described in the attached "Exhibit A".

1-3 "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1-4 "**Main Road**" means any county, state or otherwise publicly maintained road

1-5 "**Mobile Home**" also known as modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

**Article 2
Use Restrictions and Architectural Standards**

2-1 Residential, Light Commercial and/or Agricultural Use Only. All Lots shall be used for single-family residential purposes, light commercial and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. However, Developer, as well

as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions. Air B&B, short term rentals, and other similar course activities are allowed.

2-2 **Type of Buildings Permitted.** Each Lot may not exceed one (1) single-family dwelling or duplex per two point five (2.5) acres. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas. Buyer

2-3 **Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months.

2-4 **Design, Minimum Floor Area, and Exterior Walls.** Any residence constructed on a Lot must have a ground floor area of not less than 1,200 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters). **Single-wide mobile homes are strictly prohibited.** A nice barn or workshop with living quarters within is acceptable. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot. All outbuildings, guest houses, porches, platforms, decks, stairways and garages must be architecturally compatible to the home.

2-5 **Setbacks.** No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:

- a. One Hundred (100) feet to the Lot line along the Main Road
- b. Twenty-Five (25) feet to all other Lot lines.

For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

2-6 **Resubdivision or Consolidation.** No Lot shall be resubdivided or split except as follows. Any Owner of one or more adjoining Lot may consolidate such Lot into one single-family residence building site. A Lot Owner may subdivide a Lot; however, each subdivided Lot shall have not less than two point five (2.5) acres once subdivided. The location of improvements on any subdivided Lot shall comply with all restrictions, including setbacks and easements, documented herein.

2-7 **Driveways.** All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the County Road & Bridge Department or TXDOT for connecting a driveway with the Main Road. Buyer

2-8 **On-Site Sewage Facility.** Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County & City's Health District. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. The OSSF will be considered in violation of these restrictions if it does not have the proper permits, approval, inspection, and/or if the OSSF emits foul or noxious odors. Buyer

2-9 **Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance

to the neighborhood.

2-10 Prohibited Residential Uses. Any structure not approved for residential use including but not limited to trailers, single-wide mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessor structures, shall not be used on any Lot at any time as a residence, either temporarily or permanently.

2-11 Fence. No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

2-12 Surface Mining and Natural Resources. It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the lot wherein the well is located. Groundwater may only be used for private domestic use. No private water source may be connected to a public water source. Owners may dispose of timber for building sites and gardens, but must leave ample trees for shade over Lot.

2-13 Rubbish, Trash, and Garbage. No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view.

2-14 Animals. No more than two hogs per tract are allowed.

(a) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

2-15 Vehicles/Trailers. No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on any Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the Subdivision for more than seven (7) days. No motor vehicle, which is not in operating condition or not bearing current license plate and registration, shall be placed or permitted to remain on the Main Road or on any portion of any Lot. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any RVs, Boats, travel trailers or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) shall be parked a minimum of fifty feet (50') from any Lot boundary line. No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted.

2-16 Mobile Homes. All mobile homes are strictly prohibited.

Buyer

Article 3 Easements

3-1 Reservation of Easements. Easements for installation and maintenance of utilities, including electric provider, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

(a) Easements are defined as:

1. Thirty foot (30') wide area on the sides of each Lot that share a common boundary line with a Main Road; and
2. Fifteen foot (15') wide area on the sides of each Lot that share a common boundary line with another Lot.
3. Thirty foot (30') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.

Article 4

General Provisions

4-1 **Enforcement.** The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

4-2 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

4-3 **Covenants Running with the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

4-4 **Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years subject to termination by an instrument signed by more than 75 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Lot Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Liberty County, Texas, and all requisite governmental approvals, if any, have been obtained.

4-5 **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

4-6 **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 25 day of October 2021

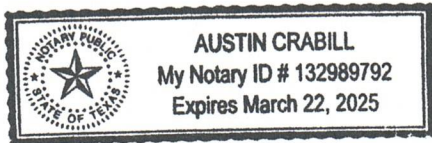
Zach Potts

By: Zachary Potts
President of Chanan Corp., General Partner of Legacy
Land Group, Ltd.

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Hays)

This instrument was acknowledged before me on the 25 day of October, 2021 by Zachary Potts, an individual known to me, in the recited capacity for President of Chanan Corp., General Partner of Legacy Land Group, Ltd.



Austin Crabill
Notary Public

After Recording, Return To:
Legacy Land Group, Ltd.
P.O. Box 1249
San Marcos, Texas 78667

JDS SURVEYING, INC.

T.B.P.E.L.S. Firm Registration No. 10194118
159 W. MAIN - VAN, TX 75790 – Phone: (903) 963-2333

261.77 ACRES

All that certain lot, tract or parcel of land located within the James Robeson Survey, Abstract No. 100 and the Amos Green Survey, Abstract No. 41 of Liberty County, Texas and being a portion of a called 262.11 acre tract as described in a deed from Milam Family Ranch, LLC, et al to Legacy Land Group, Ltd., dated June 25, 2021 and recorded in Document No. 2021026627 and a portion of a called 274.37 acre tract as described in a deed from Milam Family Ranch, LLC and Novia Marie Milam as Trustee of the David and Marie Milam Revocable Trust, dated August 2, 2006, and any amendments thereto to Legacy Land Group, LLC, dated October 1, 2021 and recorded in Document No. 2021041539 of the Deed Records of Liberty County, Texas, and this 261.77 acre tract being more fully described as follows:

BEGINNING at 3/4" Iron Rod Found in the Southeast line of County Road 2094, at the West common corner of said 274.37 acre tract and a called 5.87 acre tract as described in a deed from David Milam, Jr. and wife, Debra Milam to Ernie W. Pickett and Samantha Jones, dated August 18, 2006 and recorded in Document No. 2006011988, from which a 1-1/2" Iron Pipe Found at the Southwest corner of said 5.87 acre tract bears South 33 deg. 10 min. 13 sec. West, a distance of 375.10 feet;

THENCE North 24 deg. 54 min. 31 sec. East, with the Southeast line of said County Road 2094 and the West line of said 274.37 acre tract, a distance of 282.92 feet to a 1/2" Iron Rod Found;

THENCE North 28 deg. 45 min. 38 sec. East, continuing with the Southeast line of said County Road 2094 and the West line of said 274.37 acre tract, a distance of 718.09 feet to a Cotton Spindle Found;

THENCE North 28 deg. 43 min. 57 sec. East, continuing with the Southeast line of said County Road 2094 and the West line of said 274.37 acre tract, a distance of 145.96 feet to a 1/2" Iron Rod with a blue cap stamped "JDS 10194118" Set (henceforth referred to as 1/2" Iron Rod Set), from which a 5/8" Iron Rod Found bears North 28 deg. 43 min. 57 sec. East, a distance of 108.69 feet;

THENCE South 76 deg. 28 min. 29 sec. East, across said 274.37 acre tract, a distance of 1,206.37 feet to 1/2" Iron Rod Set for corner;

THENCE North 20 deg. 59 min. 41 sec. East, continuing across said 274.37 acre tract, a distance of 958.14 feet to a 1/2" Iron Rod Set for corner in the Southwest line of County Road No. 2098, from which a 4" Steel Fence Corner Found bears North 60 deg. 07 min. 11 sec. West, a distance of 56.50 feet;

THENCE with the Southwest line of said County Road No. 2098 and the North line of said 274.37 acre tract, the following three (3) courses and distances:

South 60 deg. 07 min. 11 sec. East, a distance of 205.75 feet to a 6" Steel Fence Corner Found;

South 79 deg. 44 min. 30 sec. East, a distance of 82.21 feet to a Point for Corner;

261.77 ACRES

Page 2 of 5

North 86 deg. 13 min. 39 sec. East, a distance of 212.08 feet to a 6" Steel Fence Corner Found at the Northwest corner of a called 1.00 acre tract as described in a deed from Burl E. Johnson and wife, Delores R. Johnson to Isidro S. Borrego and wife, Armandina Z. Borrego, dated March 30, 1993 and recorded in Volume 1459, Page 421;

THENCE South 00 deg. 20 min. 55 sec. West, with the West line of said 1.00 acre tract, a distance of 209.30 feet to an 8" Wood Fence Corner Found at the Southwest corner of same;

THENCE North 86 deg. 11 min. 02 sec. East, with the South line of said 1.00 acre tract, a distance of 209.18 feet to an 8" Wood Fence Corner Found at the Southeast corner of same;

THENCE North 00 deg. 16 min. 52 sec. East, with the East line of said 1.00 acre tract, a distance of 208.35 feet to a 6" Steel Fence Corner Found in the South line of said County Road 2098, at the Northeast corner of said 1.00 acre tract;

THENCE North 85 deg. 44 min. 51 sec. East, with the South line of said County Road 2098 and the North line of said 274.37 acre tract, a distance of 203.92 feet to a 5/8" Iron Rod Found at the North common corner of said 274.37 acre tract and a called 5.00 acre tract as described in a deed from Bob E. Holland to Aurelio T. Hernandez and Maria C. Gaspar Monterey, dated December 27, 2007 and recorded in Document No. 2007017705;

THENCE South 04 deg. 44 min. 39 sec. East, with the common line of said 274.37 acre tract and said 5.00 acre tract, a distance of 1,035.43 feet to a 1/2" Iron Rod Found at the Southwest corner of said 5.00 acre tract, same being the most westerly Northwest corner of a called 8.379 acre tract as described in a deed from Shirley Wheeler, Trustee of the Travis C. Wheeler and Shirley Wheeler Revocable Trust to Aurelio T. Hernandez and Maria Cleotilde Gaspar, dated October 5, 2007 and recorded in Document No. 2007013654;

THENCE South 04 deg. 04 min. 22 sec. East, with the common line of said 274.37 acre tract and said 8.379 acre tract, a distance of 41.90 feet to a 1-1/2" Iron Pipe Found at the most westerly Southwest corner of said 8.379 acre tract;

THENCE North 84 deg. 45 min. 06 sec. East, with the common line of said 274.37 acre tract and said 8.379 acre tract, a distance of 191.28 feet to a 2" Iron Pipe Found at an interior ell corner of said 8.379 acre tract;

THENCE South 04 deg. 13 min. 24 sec. East, continuing with the common line of said 274.37 acre tract and said 8.379 acre tract, a distance of 577.77 feet to a 2-1/2" Iron Pipe Found at the common corner of said 8.379 acre tract and a called 19.87 acre tract, described as Tract No. 1 in a deed from Gina Yvette Wilcox Pace and John Gregory Wilcox to Laura Y. Wilcox, dated May 30, 1998 and recorded in Volume 1745, Page 245;

THENCE with the common line of said 274.37 acre tract and said 19.87 acre tract, the following three (3) courses and distances:

South 04 deg. 03 min. 45 sec. East, a distance of 255.18 feet to a 1" Iron Pipe Found;

South 04 deg. 10 min. 40 sec. East, a distance of 416.48 feet to a 1" Iron Pipe Found;

261.77 ACRES

Page 3 of 5

South 04 deg. 10 min. 40 sec. East, a distance of 483.17 feet to a 1/2" Iron Rod Found at the common corner of said 19.87 acre tract and a called 23.854 acre tract, described as Tract One in a deed from Laura Wilcox and Sammy Wilcox, Co-Independent Executors of the Estate of Beulah I. Wilcox to John Gregory Wilcox and Gina Wilcox Pace, dated July 7, 1994 and recorded in Volume 1524, Page 98;

THENCE South 04 deg. 19 min. 45 sec. East, with the common line of said 274.37 acre tract and said 23.854 acre tract, a distance of 1,773.47 feet to a 1-1/4" Iron Pipe Found in the North line of a called 1.720 acre tract as described in a deed from Chad Jacob Sims and wife, Stacy Sims to Cody Lee Black, dated April 20, 2021 and recorded in Document No. 2021015774, at the common corner of said 274.37 acre tract and said 23.854 acre tract;

THENCE South 86 deg. 41 min. 10 sec. West, with the common line of said 274.37 acre tract and said 1.720 acre tract, a distance of 311.05 feet to a 5/8" Iron Pipe Found at the West corner of said 1.720 acre tract, same being an angle point in the North line of a called 149.27 acre tract as described in a deed from Martha Hightower Compton to Laura Ann Kidder, dated December 1, 1994 and recorded in Volume 1562, Page 172;

THENCE South 88 deg. 58 min. 19 sec. West, with the common line of said 274.37 acre tract and said 149.27 acre tract, a distance of 349.95 feet to a 1" Iron Pipe Found;

THENCE South 86 deg. 13 min. 46 sec. West, with the common line of said 274.37 acre tract and said 149.27 acre tract, a distance of 2,074.71 feet to a 1" Iron Pipe Found at the North common corner of said 149.27 acre tract and a called 262.11 acre tract as described in a deed from Milam Family Ranch, LLC, et al to Legacy Land Group, Ltd., dated June 25, 2021 and recorded in Document No. 2021026627;

THENCE South 03 deg. 19 min. 01 sec. East, with the common line of said 262.11 acre tract and said 149.27 acre tract, a distance of 259.11 feet to a 1/2" Iron Rod Set for corner;

THENCE South 86 deg. 09 min. 36 sec. West, across said 262.11 acre tract, passing a 1/2" Iron Rod Set for reference at 2,964.82 feet and continuing for a total distance of 2,989.82 feet to a Cotton Spindle Set in the centerline of said County Road 2094;

THENCE North 17 deg. 52 min. 57 sec. East, with the centerline of said County Road 2094, a distance of 37.62 feet to a Point for Corner;

THENCE North 20 deg. 34 min. 03 sec. East, continuing with the centerline of said County Road 2094, a distance of 257.62 feet to a 60d Nail Found in same, at the Northwest corner of said 262.11 acre tract, from which a 1"x1" Angle Iron Found in the North line of said 262.11 acre tract, at the Southwest corner of a called 15.30 acre tract as described in a deed from Boyd Antoine Lognion and Georgia Dee Lognion to Arthur E. Zuehlke, dated October 31, 2005 and recorded in Document No. 2005015623 bears North 86 deg. 09 min. 36 sec. East, a distance of 32.24 feet;

THENCE North 86 deg. 09 min. 36 sec. East, with the common line of said 262.11 acre tract and said 15.30 acre tract, a distance of 1,485.24 feet to a 1" Iron Pipe Found at an angle point in same;

Exhibit A: pg 5 of 6

261.77 ACRES

Page 4 of 5

THENCE North 86 deg. 29 min. 45 sec. East, continuing with the common line of said 262.11 acre tract and said 15.30 acre tract, a distance of 954.20 feet to a 2-1/2" Iron Pipe Found at South common corner of said 15.30 acre tract and said 274.37 acre tract;

THENCE North 03 deg. 52 min. 25 sec. West, with the common line of said 274.37 acre tract and said 15.30 acre tract, a distance of 290.86 feet to a 1" Iron Pipe Found at the North common corner of same and being in the South line of a called 30.9446 acre tract as described in a deed from Alan Trent Cummings, Individually and as Independent Executor of the Estate of Florence Teten Cummings; John Keith Cummings; and Susan Kay Cummings to Alan Trent Cummings and Holly Lynn Cummings, husband and wife, dated April 28, 2021 and recorded in Document No. 2021016969;

THENCE North 86 deg. 04 min. 01 sec. East, with the common line of said 274.37 acre tract and said 30.9446 acre tract, a distance of 1,007.68 feet to a 5/8" Iron Rod Found at the South common corner of same;

THENCE North 03 deg. 52 min. 48 sec. West, continuing with the common line of said 274.37 acre tract and said 30.9446 acre tract, a distance of 1,502.32 feet to a 1/2" Iron Pipe Found in the South line of a called 20-5/9 acre tract as described in a deed from Edna Rayburn to B. G. Riviere, dated January 18, 1923 and recorded in Volume 116, Page 359, at the North common corner of said 274.37 acre tract and said 30.9446 acre tract;

THENCE North 88 deg. 16 min. 45 sec. East, with the common line of said 274.37 acre tract and said 20-5/9 acre tract, a distance of 199.27 feet to a 1/2" Iron Pipe Found at the common corner of same;

THENCE North 03 deg. 45 min. 16 sec. West, with the common line of said 274.37 acre tract and said 20-5/9 acre tract, a distance of 554.61 feet to a 1/2" Iron Rod Found at the Northeast corner of said 20-5/9 acre tract;

THENCE South 86 deg. 57 min. 07 sec. West, with the common line of said 274.37 acre tract and said 20-5/9 acre tract, a distance of 1,189.57 feet to a 1" Iron Pipe Found at the Southeast corner of the residue of a called 6.66 acre tract as described in a deed to Clark Melonson, dated August 4, 2015 and recorded in Document No. 2014015971;

THENCE North 01 deg. 36 min. 58 sec. East, with the East line of the residue of said 6.66 acre tract, a distance of 544.80 feet to a 5/8" Iron Rod Found at the Northeast corner of same, also being in the South line of said 5.87 acre tract (Document No. 2006011988);


THENCE North 86 deg. 14 min. 57 sec. East, with the common line of said 274.37 acre tract and said 5.87 acre tract, a distance of 454.37 feet to a 1/2" Iron Rod Found at the southerly common corner of same, from which a 6" Wood Post Found bears South 86 deg. 50 min. 27 sec. West, a distance of 1.12 feet;

THENCE North 03 deg. 49 min. 57 sec. West, with the common line of said 274.37 acre tract and said 5.87 acre tract, a distance of 299.52 feet to a 1/2" Iron Pipe Found at a common corner of same;

261.77 ACRES
Page 5 of 5

THENCE South 86 deg. 09 min. 43 sec. West, continuing with the common line of said 274.37 acre tract and said 5.87 acre tract, a distance of 619.62 feet to the POINT OF BEGINNING AND CONTAINING 261.77 ACRES OF LAND, MORE OR LESS. See Map No. 2597 – Tracts A-F prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX Central Zone – NAD 83). I, Ryan J. Maxfield, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of September, 2021.

GIVEN UNDER MY HAND & SEAL, this the 22nd day of October, 2021.


Ryan J. Maxfield
Registered Professional Land Surveyor
State of Texas No. 6763

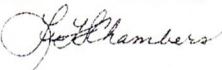


THE STATE OF TEXAS
COUNTY OF LIBERTY

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

2021045536 RESTR
10/27/2021 04:46:49 PM Total Fees: \$66.00





Lee Haidusek Chambers, County Clerk
Liberty County, Texas