

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKE ESTATES**

This Declaration of Covenants, Conditions and Restrictions for Lake Estates (this "Declaration") is made by BULA LEWIS FARMS, LP, a Texas limited partnership ("BLF"), and BUFFALO LAND, LLC, a Texas limited liability company ("Buffalo"; and, together with BLF, "Declarant"), and is as follows:

RECITALS

A. This Declaration is recorded with respect to that certain 63.64 acre tract of land, more or less, located in Leon County, Texas, as more particularly described on Exhibit A attached hereto and incorporated herein, which land shall be platted as LAKE ESTATES, a subdivision in Leon County, Texas (the "Property"). Buffalo is the owner of the Property.

B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By recording of this Declaration, Declarant serves notice that the Property is subject to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) shall be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with such portions of the Property and shall be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

1.01 "Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision.

1.02 "Declarant" refers to Buffalo and BLF, together, and its successors or assigns pursuant to Section 3.09 below.

1.03 "Declaration" refers to the present instrument, as it may be amended from time to time.

1.04 "Internal Lot" means a Lot other than a Lakefront Lot.

1.05 "Lakefront Lot" means a Lot, any portion of which is immediately adjacent to Lake Limestone at or about the 363' contour line, as Declarant may identify by lot/block description in a Notice of Plat Recordation prepared and recorded pursuant to Section 3.10 below.

1.06 "Lot" means any portion of the Property designated by Declarant or as shown as a subdivided lot on a Plat, together with all improvements located thereon.

1.07 "Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the mortgagee under a mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its mortgage.

1.08 "Plat" means a subdivision plat of any portion of the Property, and any amendments thereto, recorded in the Official Public Records of Leon County, Texas.

1.09 "Rear Yard" means, with respect to any Lot, the yard area in the rear or posterior to the residence constructed on such Lot.

1.10 "Resident" means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

1.11 "Restrictions" means the restrictions, covenants, and conditions contained in this Declaration, as it may be amended from time to time.

ARTICLE II. USE AND ARCHITECTURAL RESTRICTIONS

2.01 **Declarant Responsibility for Enforcement.** Declarant shall have the option, but not the responsibility, for enforcing the Restrictions until such times as Declarant no longer owns any of the Lots ("Triggering Event"). At all times, Owner(s) shall have the right of enforcement as set out in Section 3.04 below. Approximately sixty (60) days prior to the Triggering Event, as estimated by Declarant, Declarant shall deliver written notice to the Owners. The Owners may then elect a "Committee" made up of three (3) unrelated Owners to serve for a period of one (1) year from and after the Triggering Event for the purpose of enforcing the Restrictions, after which term the Owners may vote either to elect another Committee or cancel the Committee altogether, leaving enforcement of the Restrictions up to the individual Owners. The Owner(s) of each Lot shall have one (1) vote for purposes of electing the members of the Committee.

2.02 **Single-Family Residential Use.** The Lots shall be used solely for private single-family residential purposes. No Lot shall be used for any commercial purpose or in connection with any commercial, professional or business activity that: (i) is open to the general public, (ii) involves door-to-door solicitation of residents within the Property; (iii) generates a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (iv) is inconsistent with the residential character of the Property or constitutes a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents of the Property; or (v) requires the installation of any machinery other than that customary to normal household operations. Notwithstanding the foregoing or any other contrary provision herein, any Internal Lot that is under common ownership with a Lakefront Lot may be used for private single-family residential purposes as set forth above, or, alternatively, such Internal Lot may be developed solely with a storage building or such other similar permanent accessory structure (each, an "Accessory Structure"), the use of which is non-commercial in nature and incidental to the single-family residential use of the co-owned Lakefront Lot.

2.03 **Rentals.** Nothing in this Declaration shall prevent the rental of any Lot by the Owner thereof for residential purposes; provided that all rentals shall be for terms of at least six (6) months. All leases shall be in writing. The Owner shall provide to its lessee copies of the Restrictions. An Internal

Lot under common ownership with a Lakefront Lot and on which an Accessory Structure is constructed shall not be rented separately from the Lakefront Lot to which it relates.

2.04 Subdivision. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof.

2.05 Residences. Housing constructed on any Lot shall consist of: (i) one (1) primary residence containing a minimum of 1,000 square feet of living area (exclusive of open or screened porches, terraces, patios, decks, garages and accessory buildings); and (ii) not more than one (1) ancillary residence, which may contain any number of square feet of living area. The design and construction shall be of a permanent nature and of a type deemed compatible with community standards as initially determined by Declarant. The height of each residence, measured from the surface of the Lot to the main ridge line of the roof, shall not exceed thirty-five feet (35'). Initially, Declarant, and subsequently, the Committee, if formed as set out above, shall approve any and all construction in advance of such construction in accordance with Section 3.02 below. Construction of a residence shall be completed and the residence approved as ready for occupancy not later than nine (9) months after said construction is commenced.

2.06 Accessory Structures. The design and construction of Accessory Structures constructed on an Internal Lot pursuant to Section 2.02 above shall be of a type deemed compatible with community standards as initially determined by Declarant. Each Accessory Structure shall be subject to the following restrictions: (i) the height of the Accessory Structure, measured from the surface of the Lot to the main ridge line of the roof, shall not exceed thirty-five feet (35'); and (ii) the Accessory Structure shall be constructed within all applicable setbacks. Initially, Declarant, and subsequently, the Committee, if formed as set out above, shall approve any and all construction in advance of such construction in accordance with Section 3.02 below.

2.07 Building Set-Back Lines and Access; Utility Easements. No residence, building or other structure, other than a boundary line fence, shall be located nearer than twenty-five feet (25') to the front boundary line of any Lot, nor nearer than five feet (5') to any side boundary line of any Lot, nor nearer than twenty feet (20') to the rear boundary line of any Lot. Easements for public utilities five feet (5') in width are hereby reserved along the front, side and rear boundary lines of each Lot. Notwithstanding the foregoing, side boundary line building setbacks and utility easements shall not apply to adjacent Lots under common ownership; provided, however, no more than one (1) primary residence and one (1) ancillary residence per Lot may be constructed on any group of adjacent Lots under common ownership. In such instance, the side boundary line building setbacks and utility easements shall be five feet (5') from and along the side boundary lines of the aggregated Lots under common ownership.

2.08 Outside Storage Buildings. The design and construction of outside storage buildings located on a Lot shall be of a type deemed compatible with community standards as initially determined by Declarant. Initially, Declarant, and subsequently, the Committee, if formed as set out above, shall approve any and all construction in advance of such construction in accordance with Section 3.02 below. The terms of this Section 2.08 shall not apply to any Accessory Structures constructed on an Internal Lot in accordance with Sections 2.02 and 2.06 above.

2.09 Docks. All docks and facilities constructed on Lakefront Lots shall be designed, permitted, installed and maintained in accordance with Applicable Law.

2.10 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property, unless with the prior written approval of Declarant prior to the Triggering Event, or, subsequently, the Committee, if formed as set forth above; provided, however, that

temporary structures necessary for the storage of tools and equipment, and for office space for Declarant, homebuilders, architects, and foremen during actual construction may be maintained on the Lot on which such construction is being performed only for the duration of construction activities.

2.11 Mining and Drilling. No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision shall not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of improvements and/or the development of the Property by Declarant. Furthermore, this provision shall not be interpreted to prevent the drilling of water wells by Declarant or any Owner, provided that each such water well is designed, permitted, operated and maintained in accordance with Applicable Law.

2.12 Septic System. All septic systems and/or sanitary sewage disposal systems constructed to serve any Lot shall conform to and comply with Applicable Law, including the requirements, rules and regulations for such systems and disposal installations as promulgated by the County of Leon and the State of Texas.

2.13 Mobile Homes; Travel Trailers. No structure of a temporary character, mobile home, travel trailer, or portable building shall be placed on a Lot for a period of more than ten (10) days in a calendar month, except temporarily in connection with and during construction of residence on such Lot.

2.14 Pets. No animals of any kind whatsoever shall be raised, boarded or bred for commercial purposes on any Lot. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words shall be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, exotic snakes or lizards, monkeys, chickens or other exotic animals). No Owner shall keep on such Owner's Lot more than three (3) cats and dogs, in the aggregate. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than within the Owner's residence, or the fenced yard space associated therewith, unless confined to a leash. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which shall be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste shall be removed and appropriately disposed of by the owner of the pet. All pets shall be registered, licensed and inoculated as required by Applicable Law.

2.15 Noise. Except as otherwise provided herein, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes or residential outdoor speakers) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Residential outdoor speakers are only permitted within the Rear Yard of each Lot and placed in such a manner so as to minimize their effect upon any other portion of the Property or its Residents and the operation thereof shall be specifically subject to this Section 2.15.

2.16 Noxious Activities. No hazardous, unsafe, noxious or offensive activity of any kind, sort or type whatsoever shall be permitted on any Lot.

2.17 Condition of Lots. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all improvements thereon in good

condition and repair and in a well-maintained, safe, clean and attractive condition at all times. No Lot shall be utilized as a dumping ground for rubbish, trash, garbage, old vehicle or machinery parts. No dilapidated structure or building of any kind, type or sort whatsoever shall be kept on any Lot. All garbage and refuse shall be kept in a sanitary container.

2.18 Abandoned Vehicles. No abandoned vehicle(s) of any kind, type or sort whatsoever shall be kept on any portion of the Property unless within an enclosed garage or Accessory Building. A vehicle shall be deemed abandoned if said vehicle is not legally permitted to be driven on public streets or roads.

2.19 Firearms. Discharge of firearms is prohibited, except in self-defense.

ARTICLE III. GENERAL PROVISIONS

3.01 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

3.02 Approval of Plans and Specifications. No residence, Accessory Structure, building or other structure including, but not limited to fencing, garages, storage buildings, and docks, shall be constructed, placed or altered on any Lot until the construction plans and specifications showing the location, design and composition of the improvement have been approved in writing by Declarant (if prior to the Triggering Event) or the Committee (if formed as set forth above, after the Triggering Event). Declarant or the Committee, as applicable, may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by Declarant or the Committee, as applicable, or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. Declarant, or the Committee, as applicable may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material it may require in its sole discretion. Notwithstanding the foregoing, if after the Triggering Event and at the time the restrictions of this Section 3.02 are applicable no Committee is in existence, then no prior approval shall be required hereunder.

3.03 Variances. Declarant, prior to the Triggering Event, may grant variances, in its sole and absolute discretion, from compliance with any of the provisions of this Declaration. All variances shall be evidenced in writing and shall be signed by Declarant. Each variance may, but need not be recorded in the Official Public Records of Leon County, Texas. The failure to record a variance shall not affect the validity thereof or give rise to any claim or cause of action against Declarant. If a variance is granted, no violation of the Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration for any purpose except as to the particular Lot(s) and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration.

3.04 Enforcement and Non-Waiver. Except as otherwise provided herein, any Owner (at his/her expense) and Declarant shall have the right to enforce any or all of the provisions of this Declaration. In order to enforce this Declaration, the party seeking enforcement shall deliver written notice to the alleged violator, setting forth the basis of the complaint. Upon receipt of said notice, the alleged violator shall have thirty (30) days in which to remedy the violation (unless such time frame shall cause serious harm to the complaining party and/or other Owners, in which case the notice period shall be reduced to the maximum time which shall not cause serious harm to others); and if the alleged violator

fails to do so, then the complaining party shall have the right to enforce this Declaration through a suit for damages and/or injunctive relief. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right therefore to enforce any such provision or any other provision of this Declaration. The prevailing party in any lawsuit to enforce this Declaration shall recover his/her attorney's fees and costs of suit from the other party.

3.05 Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Leon County, Texas, of an instrument executed and acknowledged by: (i) Declarant acting alone and unilaterally prior to the Triggering Event; or (ii) by at least sixty-seven percent (67%) of Owners of the Lots within the Property. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration prior to the Triggering Event: (a) to bring any provision into compliance with any Applicable Law or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (d) to comply with any requirements promulgated by a local, state or federal governmental agency, including, for example, the Department of Housing and Urban Development.

3.06 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat covering the Property and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate or make changes in, vacations of and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing and using all or any portion of the Property.

3.07 Utility Easements. Declarant hereby reserves unto itself and Declarant's successors and assigns a perpetual non-exclusive easement over and across the Property for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve all or any portion of the Property and any other property owned by Declarant or its affiliates; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve all or any portion of the Property and any other property owned by Declarant or its affiliates; and (iii) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve all or any portion of the Property and any other property owned by Declarant or its affiliates. The exercise of the easement reserved herein shall not extend to permitting entry into any residence, nor shall it unreasonably interfere with the use of any Lot or residence or improvement constructed thereon.

3.08 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property. Upon the filing of a notice of addition of land, such land shall be considered part of the Property for purposes of this Declaration, and such added lands shall be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant shall be required only to record in the Official Public Records of Leon County, Texas, a notice of addition of land containing the following provisions: (i) a reference to this Declaration, which reference shall state the volume and initial page number of the Official Public Records of Leon County, Texas, wherein this Declaration is recorded; (ii) a statement that such land shall be considered Property for purposes of this Declaration, and that all of the

terms, covenants, conditions, restrictions and obligations of this Declaration shall apply to the added land; and (iii) a legal description of the added land.

3.09 Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder, which assignment shall be recorded in the Official Public Records of Leon County, Texas.

3.10 Notice of Plat Recordation. Declarant may, at any time and from time to time, record a notice of plat recordation (a "Notice of Plat Recordation") in the Official Public Records of Leon County, Texas. A Notice of Plat Recordation is recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after the Property, or a portion thereof, is made subject to a Plat. Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

3.11 Term. This Declaration, including all of the covenants, conditions and restrictions hereof shall run with the Property for a period of twenty (20) years unless amended as herein provided. After the initial term, this Declaration, including all Restrictions, shall be extended automatically for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least sixty-seven percent (67%) of the Lots within the Property the subject to this Declaration and recorded in the Official Public Records of Real Property of Leon County, Texas.

3.12 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.13 Acceptance by Owners. Each Owner of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder shall have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this, the 5 day of July, 2019.

DECLARANT:

BUFFALO LAND, LLC,
a Texas limited liability company

By: [Signature]
John K. Wilson, Managing Member

By: [Signature]
David Harcrow, Managing Member

BULA LEWIS FARMS, LP,
a Texas limited partnership

By: BLF Capital, LLC,
a Texas limited liability company,
its General Partner

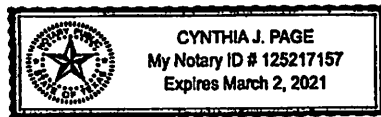
By: [Signature]
Barrett Wood, Vice President

THE STATE OF TEXAS §
COUNTY OF Leon §

This instrument was acknowledged before me this 5 day of July, 2019 by John K. Wilson, Managing Member of Buffalo Land, LLC, a Texas limited liability company, on behalf of said limited liability company.

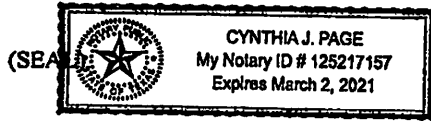
(SEAL)

[Signature]
Notary Public Signature



THE STATE OF TEXAS §
COUNTY OF Leon §

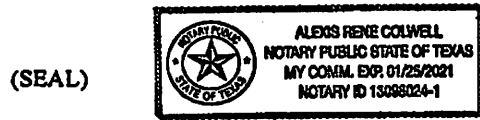
This instrument was acknowledged before me this 5 day of July, 2019 by David Harcrow, Managing Member of Buffalo Land, LLC, a Texas limited liability company, on behalf of said limited liability company.



Cynthia J. Page
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me this 3rd day of July, 2019 by Barrett Wood, Vice President of BLF Capital, LLC, a Texas limited liability company, General Partner of Bula Lewis Farms, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Alexis Rene Colwell
Notary Public Signature

LIENHOLDER CONSENT

The undersigned holds a promissory note signed by Buffalo. The promissory note is secured by a vendor's lien and a deed of trust lien against the real property described on Exhibit A. The liens benefiting the undersigned are contained in: (i) the Special Warranty Deed dated _____, 2019 recorded under Document No. _____, Official Public Records of Leon County, Texas (the "Vendor's Lien"); and (ii) the Deed of Trust, Security Agreement and Financing Statement dated _____, 2019, recorded under Document No. _____, Official Public Records of Leon County, Texas (as modified, renewed and extended, the "Deed of Trust").

By signing this instrument, the undersigned consents to the recording of this Declaration, which shall not be extinguished by foreclosure of the Vendor's Lien or the Deed of Trust or any other lien assigned to or for the benefit of the undersigned, or its affiliates, successors, or assigns.

SIGNED on the 3rd day of July 2019.

BULA LEWIS FARMS, LP,
a Texas limited partnership

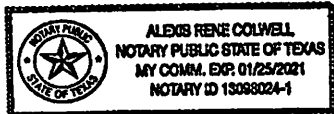
By: BLF Capital, LLC,
a Texas limited liability company,
its General Partner

By: [Signature]
Barrett Wood, Vice President

THE STATE OF TEXAS §
COUNTY OF Williamson

This instrument was acknowledged before me this 3rd day of July, 2019 by Barrett Wood, Vice President of BLF Capital, LLC, a Texas limited liability company, General Partner of Bula Lewis Farms, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT "A"

LAND

TRACT I: 63.64 acres of land, more or less, in the M.C. REJON SURVEY, A-19, in Leon County, Texas, as more fully described by metes and bounds in a copy of the survey field notes attached hereto as Exhibit "A-1".

TRACT II: A 60-foot wide non-exclusive road easement in the M.C. REJON SURVEY, A-19, in Leon County, Texas, as more particularly described by metes and bounds in a copy of the survey field notes attached hereto as Exhibit "A-2".

EXHIBIT "A-1"

FIELD NOTES

**63.64 ACRES OF LAND
PART OF THE LEWIS TRACT**

**M.C. REJON SURVEY
ABSTRACT NO. 19**

LEON COUNTY, TEXAS

Being all of that certain lot, tract or parcel of land located in the M.C. Rejon Survey Abstract No. 19 Leon County, Texas and being part of a called 775.424 acre tract of land as described in Deed to Jane Lewis Dobbs Fieldcamp, Gay D. Wood, Julia Tips, Nancy D. Johnston, Betsy D. Wilkerson and Larry C. Wood recorded in Volume 1169, Page 466 of the Official Records of Leon County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 5/8" iron rod found (BRA 363) for the southerly corner of this tract at the southwesterly corner of the said Lewis tract and in the northwesterly line of a called 171.1 acre tract of land as described in Deed to Ira Gillen recorded in Volume 356, Page 484 of the Deed Records of Leon County, Texas;

THENCE, with the called 363' line and the westerly line of the said Lewis tract as follows: N 51°52'17" W, 234.11 feet to a 1/2" iron rod found (bent), N 39°16'48" W, 62.97 feet to a point for corner, N 13°49'08" W, 102.48 feet to a 1/2" iron rod found (bent), N 02°02'51" E, 68.78 feet to a 1/2" iron rod found (bent), N 21°10'16" E, 35.55 feet to a 1/2" iron rod found, S 67°57'09" W, 43.72 feet to a point for corner, N 59°13'07" W, 262.42 feet to a 1/2" iron rod found (bent), N 69°11'24" W, 188.16 feet to a 1/2" iron rod found, N 68°22'51" W, 147.73 feet to a 1/2" iron rod found (bent), N 49°52'09" W, 58.22 feet to a point for corner, N 39°35'00" W, 97.65 feet to a 1/2" iron rod found (bent), N 63°52'04" W, 69.26 feet to a point for corner, N 47°25'24" W, 78.73 feet to a 1/2" iron rod found, N 35°25'57" W, 116.14 feet to a point for corner, N 74°07'15" W, 88.51 feet to a 1/2" iron rod found (bent), N 82°09'59" W, 53.69 feet to a point for corner, N 39°50'47" W, 79.41 feet to a point for corner, N 05°23'59" E, 48.71 feet to a point for corner, N 23°41'55" E, 107.38 feet to a point for corner (1/2" iron rod found at 0.29 feet), N 05°16'57" E, 114.20 feet to a point for corner, N 21°35'49" W, 120.91 feet to a point for corner, N 14°31'32" W, 160.85 feet to a point for corner, N 28°08'50" E, 61.68 feet to a point for corner, N 62°54'14" E, 59.81 feet to a 1/2" iron rod found (bent), S 84°40'12" E, 138.37 feet to a point for corner, S 61°29'35" E, 80.67 feet to a 1/2" iron rod found (bent), N 71°03'59" E, 46.68 feet to a 1/2" iron rod found (bent), N 15°03'38" E, 135.51 feet to a 1/2" iron rod found (bent), N 16°57'27" W, 98.75 feet to a point for corner, N 39°39'41" W, 209.98 feet to a 1/2" iron rod found (bent), S 75°15'40" W, 89.08 feet to a point for corner, N 08°28'55" E, 58.53 feet to a point for corner, N 86°39'31" E, 63.98 feet to a 1/2" iron rod found (bent), N 01°49'33" E, 202.22 feet to a point for corner, N 38°11'41" E, 108.34 feet to a point for corner (1/2" iron rod found at 0.34 feet), N 68°23'33" E, 84.46 feet to a point for corner, N 17°44'09" E, 65.16 feet to a point for corner (1/2" iron rod found at 0.29 feet), N 21°33'19" W, 92.41 feet to a point for corner, N 62°40'37" W, 62.75 feet to a point for corner, N 85°44'39" E, 60.18 feet to a point for corner, N 59°21'31" E, 77.65 feet to a point for corner (1/2" iron rod found at 0.35 feet), N 89°54'38" E, 116.24 feet to a point for corner (1/2" iron rod found at 0.32 feet) and N 02°29'49" E, 170.29 feet to a 5/8" iron rod found (bent) at the northwesterly corner of the said Lewis tract and in the southeasterly line of a tract of land as described in Deed to Roy F. Hull recorded in Volume 356, Page 484 of the Deed Records of Leon County, Texas;

THENCE, N 50° 50' 35" E, along the common line of the said Lewis tract and the said Hull tract 188.12 feet to a point in the called 363' line;

THENCE, continuing with the called 363' line as follows: S 45°49'23" E, 245.13 feet to a 1/2" iron rod found (bent), S 58°29'07" E, 303.15 feet to a 1/2" iron rod found, S 26°04'46" E, 137.17 feet to a point for corner, N 82°24'17" E, 31.08 feet to a 1/2" iron rod found, N 19°17'49" W, 73.14 feet to a 1/2" iron rod found, N 68°15'25" W, 62.51 feet to a point for corner, N 16°23'36" W, 78.06 feet to a 1/2" iron rod found, N 10°54'53" E, 60.19 feet to a 1/2" iron rod found, N 67°22'48" W, 62.44 feet to a 1/2" iron rod found (bent), N 44°15'32" W, 73.23 feet to a point for corner, N 32°43'57" W, 247.77 feet to a 1/2" iron rod found bent and N 15°07'47" W, 80.97 feet to a 5/8" iron rod found (BRA 363) in the southeasterly line of the said Hull tract;

THENCE, along the common line of the said Lewis tract and the said Hull tract as follows: N 50° 32' 25" E, 320.83 feet to a point for corner, N 52° 12' 45" E, 155.38 feet to a point for corner and N 51° 37' 05" E, 47.38 feet to a 1/2" iron rod set (red cap "Shallow Creek") for the north corner of this tract and in the westerly line of a 160 foot wide 11.723 acre Houston Lighting & Power Company easement recorded in Volume 535, Page 10 of the Deed Records of Leon County, Texas;

THENCE, S 00° 45' 16" E, through the said Lewis tract and along the westerly line of the said Houston Lighting & Power Company easement 3408.17 feet to a 1/2" iron rod set (red cap "Shallow Creek") in the southeasterly line of the said Lewis tract and the northwesterly line of the said Gillen tract from which a 3/4" iron pipe found at an ell corner of the said Lewis tract bears N 54° 14' 37" E, 4.89 feet and N 52° 07' 24" E, 1658.29 feet;

THENCE, S 54° 14' 37" W, along the common line of the said Lewis tract and the said Gillen tract 43.50 feet to the POINT OF BEGINNING and CONTAINING 63.64 ACRES OF LAND MORE OR LESS.

*BASIS OF BEARINGS: per Vol. 1169, Pg. 466

EXHIBIT "A-2"

FIELD NOTES

7.88 ACRES EASEMENT
OVER & ACROSS THE LEWIS TRACT

M.C. REJON SURVEY
ABSTRACT NO. 19

60 FOOT EASEMENT
LEON COUNTY, TEXAS

Being a centerline description of a 60 foot easement located in the M.C. Rejon Survey Abstract No. 19 Leon County, Texas and being over and across a called 775.424 acre tract of land as described in Deed to Jane Lewis Dobbs Fieldcamp, Guy D. Wood, Julie Tips, Nancy D. Johnston, Betsy D. Wilkerson and Larry C. Wood recorded in Volume 1189, Page 466 of the Official Records of Leon County, Texas. Said 60 foot easement being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (rod cap "Shallow Creek") in County Road 367 (sometimes called New Alley Road) from which a t-pest found at an ell corner in the southeastern (line of the said Lewis tract, the northwesterly corner of a tract of land now or formerly owned by Frances E. Newell, et ux as described in Deed recorded in Volume 352, Page 701 of the Deed Records of Leon County, Texas bears S 29° 27' 55" E, 30.10 feet and S 78° 54' 03" W, 1688.63 feet and another t-pest found bears S 99° 09' 07" W, 83.37 feet;

THENCE, over and across the said Lewis tract and with the approximate centerline of an existing gravel drive as follows: S 69°11'41" W, 140.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek"), S 82°22'58" W, 70.00 feet to a point for corner, N 89°03'05" W, 210.00 feet to a point for corner, S 87°39'33" W, 121.00 feet to a point for corner, S 78°20'07" W, 155.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek"), S 74°49'22" W, 890.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek"), S 83°46'33" W, 120.00 feet to a point for corner, N 82°49'59" W, 92.00 feet to a point for corner, N 79°49'28" W, 85.00 feet to a point for corner, N 63°04'55" W, 389.00 feet to a point for corner, N 69°54'35" W, 140.00 feet to a point for corner, N 80°36'08" W, 120.00 feet to a point for corner, N 85°49'59" W, 110.00 feet to a point for corner, N 89°39'03" W, 343.00 feet to a point for corner, S 81°43'45" W, 112.00 feet to a point for corner, S 69°00'47" W, 120.00 feet to a point for corner, S 61°00'04" W, 221.00 feet to a point for corner, S 68°48'53" W, 110.00 feet to a point for corner, S 75°37'01" W, 70.00 feet to a point for corner, S 64°00'32" W, 80.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek"), S 89°47'55" W, 755.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek"), S 84°49'30" W, 112.00 feet to a point for corner, S 73°04'31" W, 148.00 feet to a point for corner, S 78°38'49" W, 185.00 feet to a point for corner, S 79°44'09" W, 105.00 feet to a point for corner, N 84°19'33" W, 84.00 feet to a point for corner, N 65°59'45" W, 73.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek"), N 89°18'17" W, 318.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek") and leaving said existing gravel drive S 89°14'43" W, 314.00 feet to a 1/2" iron rod set (rod cap "Shallow Creek") for the point of termination in the eastern (line of a 03.64 acre tract of land surveyed this day.

*BASIS OF BEARINGS: per Vol. 1189, Pg. 468

Filed for Record in: Leon County
On: Jul 08, 2019 at 09:10A
As a Recordings
Document Number: 00434006
Amount: \$ 64.00
Receipt Number: 157139
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08, 2019
Christie Wakefield, Leon County Clerk
Leon County

(W0901732.1)

Exhibit "A-2"