

( J. C. Ward et al to G. L. Ward )

THE STATE OF TEXAS |  
COUNTY OF CALDWELL | KNOW ALL MEN BY THESE PRESENTS:

That We, J. C. Ward, and wife Lillian Ward, C. C. Ward and wife Lucy Ward and C. L. Rogers and wife Maggie Rogers, W. A. Evans and wife Bertie Evans of the County of Caldwell State of Texas for and in consideration of the sum of One Dollars, to us in hand paid by G. L. Ward, the receipt of which is hereby acknowledged and the further consideration of the partition of the estate of John Ward Deceased, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said G. L. Ward of the County of Caldwell, State of Texas, all that certain tract or parcel of land being share No. 4 of the estate of John Ward, deceased a part of the Pablo Martinez league in Caldwell Co. Texas; Beginning at a post the East corner of the said 82 acre tract (share 2 and 3) Thence S. 44½ E. 537 vrs. set a stake for the East corner of this tract; Thence S. 45 W. 424 vrs. set a stake for the South corner of this tract on the SW line of said 168 acre tract; Thence N. 45 W. 537 vrs. to the South corner of said 82 acre tract; Thence N. 45 W. 537 vrs. to the South corner of said 82 acre tract; Thence N. 45 E. 438 vrs. to the place of beginning, containing 41 acres of land. Also an easement of right of way across share No. 5, the nearest route, to the old road running N. 45 E. from the NE line of said share No. 5.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said G. L. Ward, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said G. L. Ward, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness our hands at Lockhart, Texas, this 5th day of January, A.D. 1937

J. C. WARD

LILLIAN WARD

C. C. WARD

LUCY WARD

C. L. ROGERS

MAGGIE ROGERS

W. A. EVANS

BERTIE EVANS

THE STATE OF TEXAS |  
COUNTY OF CALDWELL |

Before me, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared J. C. Ward, C. C. Ward, and W. A. Evans known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, This 30 day of January, A.D. 1937.

(Seal)

C. S. GLASS, J.P. and Ex-officio

Notary Public, Caldwell Co. Texas.

THE STATE OF TEXAS |  
COUNTY OF CALDWELL |

Before me, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Lillian Ward, wife of J. C. Ward, Lucy Ward wife of C. C. Ward and Bertie Evans wife of W. A. Evans known to me to be the persons whose names are

subscribed to the foregoing instrument, and having been examined by me privily and apart from their husbands and having the same fully explained to them, they, the said Lillian Ward, Lucy Ward and Bertie Evans acknowledged such instrument to be their act and deed, and they declared that they had willingly signed the same for the purposes and consideration therein expressed, and they did not wish to retract it.

Given under my hand and seal of office, This 30 day of January, A.D. 1937.

(Seal)

C. S. GLASS, J.P. and Ex-Officio  
Notary Public, Caldwell Co. Texas.

THE STATE OF TEXAS    |  
COUNTY OF CALDWELL   |

Before me, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Cl L. Rogers and Maggie Rogers his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and the said Maggie Rogers wife of the said C. L. Rogers having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Maggie Rogers acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, This 30 day of January, A.D. 1937.

(Seal)

C. S. GLASS, J.P. and Ex-Officio  
Notary Public, Caldwell Co. Texas.

Filed for record at 3 P.M. April 24, 1937. Redorded at 12 Noon April 26, 1937.

*Howard H. Kelley*  
Clerk County Court, Caldwell Co. Texas.

By *Allen Meadows*  
Deputy.

( Rel. The Texas Co. to Wm. Baker et al )

STATE OF TEXAS    |  
COUNTY OF CALDWELL |

The Texas Company, in consideration of \$1.00 cash, and other valuable considerations, receipt of which is acknowledged, hereby releases, relinquishes and forever quit-claims any and all rights whatsoever now held or claimed by it under the following oil and gas lease;

Dated the 19th day of April 1935, executed to H. W. Fielder by Wm. Baker and wife Emma Baker, recorded in Volume 168 on page 201, Deed Records of Caldwell County, Texas, and covering the Southeast 60 acres of a tract of 100 acres out of the George W. James League in Caldwell County, Texas.

Executed at Houston, Texas, on this 19th day of April, 1937.

(Seal)

Attest:

J. B. DUKE, Assistant Secretary.

THE TEXAS COMPANY

By A. H. CULVER, Chief of the Lands  
and Leases Division

STATE OF TEXAS    |  
COUNTY OF HARRIS |

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A. H. Culver, Chief of the Lands and Leases Division, of The Texas Company, known to me to be the person whose name is subscribed to the foregoing

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF Bastrop

Before me, the undersigned authority, on this day personally appeared

**GEORGE V. LESLIE and LEQUETA FAYE LESLIE,**

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

7<sup>th</sup> day of April, A. D. 1976.

Notary Public in and for Bastrop County, Texas.

Filed for record at 10:20 A. M. April 13, 1976

Recorded at 12:35 P. M. April 13, 1976

By: Willie B. Banister  
Deputy

Willie B Banister, Clerk County Court  
Caldwell County, Texas

WARRANTY DEED

927

THE STATE OF TEXAS X  
X KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CALDWELL X

That We, CARLOS J. KLUTTS and CYNTHIA KLUTTS, husband and wife, both of the County of Bastrop, State of Texas, for and in consideration of the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS, (\$15,000.00) to us in hand paid by the VETERANS' LAND BOARD OF THE STATE OF TEXAS the receipt of which is hereby acknowledged and for which no lien is retained or shall exist,

have Granted, Sold and Conveyed, and by these presents do Grant Sell and Convey unto the said VETERANS' LAND BOARD OF THE STATE OF TEXAS of the County of Travis, State of Texas, all that certain parcel or tract of land described as follows, to-wit:

Being 25 acres and being a part of the Pablo Martinez Survey and being also a part of a 57.064 acre tract conveyed by John A. Evans et al to Carlos Klutts by deed recorded in Volume 369, Page 198 of the Deed Records of Caldwell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin found in the West corner of the above mentioned 57.064 acre tract for the West corner of this tract;

THENCE North 45 degrees 59 minutes East 1198.13 feet to an iron pin found in the North corner of this tract and an angle point of the said 57.064 acre tract;

THENCE South 43 degrees 56 minutes East 286.26 feet to an iron pin found for an angle point;

THENCE North 83 degrees 24 minutes East 393.44 feet to an iron pin set for the East corner of this tract;

THENCE South 2 degrees 03 minutes West 1118.44 feet to an iron pin found in an angle point of the Southwest line of the said 57.064 acre tract for the South corner of this tract;

THENCE North 43 degrees 43 minutes West 160.06 feet to an iron pin found for an angle point of the said 57.064 acre tract and an angle point of this tract;

THENCE North 45 degrees 38 minutes West 464.91 feet to an iron pin found in an ell corner of the said 57.064 acre tract for an ell corner of this tract;

THENCE South 45 degrees 44 minutes West 691.69 feet to an iron pin found for an angle point;

THENCE North 44 degrees 05 minutes West 679.55 feet to the PLACE OF BEGINNING, containing 25.00 acres of land. As surveyed by Claude F. Hinkle, RPS #1612, June, 1975, revised February, 1976.

AND, ALSO, the free and uninterrupted use, liberty, privilege and easement for passing on and along the following described tracts of land and for the purposes of installing, maintaining, using and keeping utilities, such as electrical transmission lines, telephone lines, water pipelines, sewer lines and gas lines along said road easement, to-wit:

FIRST TRACT:

BEGINNING at an iron pin set in the Northeast corner of a 57.064 acre tract conveyed by John A. Evans et al to Carlos Klutts by deed recorded in Volume 369, Page 198 of the Deed Records of Caldwell County, Texas, for the West corner of this tract;

THENCE North 45 degrees 19 minutes East with the Southeast line of the Martin Wright tract 1282.73 feet to an iron pin set on the Southwest line of a 40 foot wide public road for the North corner of this tract;

THENCE South 44 degrees 48 minutes East with the Southwest line of the said road 35.0 feet to an iron pin set for the East corner of this tract;

THENCE South 45 degrees 29 minutes West 985.61 feet to an iron pin set for an angle point of this tract;

THENCE South 44 degrees 52 minutes West 305.91 feet to an iron pin set for an angle point of the above mentioned 57.064 acre tract for the South corner of this tract;

THENCE North 30 degrees 32 minutes West 35.57 feet to the PLACE OF BEGINNING.

SECOND TRACT:

BEGINNING at an iron pin found in the North or Northeast corner of the above mentioned 57.064 acre tract for the North corner of this tract;

THENCE South 30 degrees 32 minutes East 35.57 feet to an iron pin set for the East corner of this tract;

THENCE South 83 degrees 42 minutes West 468.10 feet to an iron pin set for the South corner of this tract;

THENCE North 2 degrees 03 minutes East 30.34 feet to an iron pin set in the North line of said 57.064 acre tract for the West corner of this tract;

THENCE North 83 degrees 24 minutes East 449.10 feet to the PLACE OF BEGINNING. As surveyed by Claude F. Hinkle, RPS #1612, February 25, 1976.

SUBJECT TO:

1. That certain right-of-way easement across Share #5, the nearest route, to the old road running N. 45 E. from the N.E. line of said Share #5, as conveyed in deed from J. C. Ward, et al, to G. L. Ward, dated January 5, 1937, recorded in Volume 178, Page 141, Deed Records of Caldwell County, Texas.

2. Any visible and apparent unrecorded easements on the insured property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said VETERANS' LAND BOARD OF THE STATE OF TEXAS, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said VETERANS' LAND BOARD OF THE STATE OF TEXAS, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Lockhart, Texas, this 12th day of April, A.D. 1976.

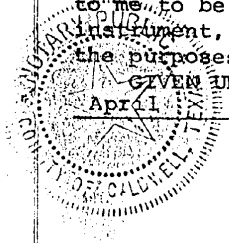
*Carlos J. Klutts*  
Carlos J. Klutts

*Cynthia Klutts*  
Cynthia Klutts

THE STATE OF TEXAS X  
COUNTY OF CALDWELL X

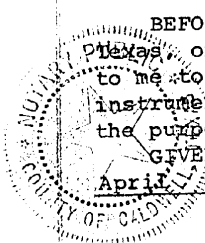
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Carlos J. Klutts known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of April, A.D., 1976.



*William H. Schroeder, Jr.*  
Notary Public Caldwell County Texas  
My Commission Expires June 1, 1977

THE STATE OF TEXAS X  
COUNTY OF CALDWELL X



BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Cynthia Klutts 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 and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 12th day of April, A.D., 1976.

William A. Albrecht  
Notary Public Caldwell County, Texas  
My Commission Expires June 1, 1977

Filed for record at 10:20 A. M. April 13, 1976

Recorded at 12:40 P. M. April 13, 1976

By: Willie B. Banister Deputy  
Willie B Banister, Clerk County Court  
Caldwell County, Texas

CONTRACT OF SALE AND PURCHASE

928

TEXAS VETERANS LAND PROGRAM

VLB ACCOUNT NO. 1-79426

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

WHEREAS, the Veterans Land Board of Texas, hereinafter called SELLER, has, in accordance with the provisions of Article III, Section 49-b, Constitution of Texas, and Acts of the 51st Legislature, R. S., 1949, Chapter 310, as amended, and in accordance with the Resolutions passed by the Veterans Land Board, together with the Rules and Regulations promulgated by said Board, purchased a tract of land, hereinafter described in this instrument; and,

WHEREAS, Neal James Knox of Travis County, Texas, hereinafter called BUYER, has complied with the requirements of said Board to purchase said land in accordance with the above provisions, which are made a part of this contract for all purposes:

NOW, THEREFORE, THE FOLLOWING PARTIES DO MAKE THIS AGREEMENT:

1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, or Acting Chairman, for the consideration hereinafter mentioned, and the mutual promises hereinafter made, the sufficiency of which are hereby acknowledged, as Seller, agrees to sell, and Buyer agrees to buy, the hereinafter described tract of land, located in Caldwell County, Texas.

2. It is hereby agreed between the Seller and the Buyer that all of the conditions, limitations and requirements, as well as all benefits and penalties contained in the Constitution of Texas, the Acts, as amended, the Resolutions and the Rules and Regulations, above referred to, shall be binding upon the parties hereto in the same manner as if they were fully recited herein.

WARRANTY DEED

412

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

That I, Neal J. Knox, hereinafter sometimes referred to as Grantor whether one or more, of Austin, Texas, for and in consideration of the sum of TWENTY ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 ---- (\$21,250.00)---- Dollars, cash, to the undersigned paid by the Veterans Land Board of the State of Texas, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the Veterans Land Board of the State of Texas all of the following described real property in Caldwell County, Texas, to-wit:

12.50 Acres of land in Caldwell County, Texas, out of and a part of the Pablo Martinez Survey, Abstract No. 181, and being out of and a part of that tract called to contain 25.0 acres of land which is described in a Contract of Sale and Purchase from the Veterans Land Board of Texas to Neal James Knox, said Contract being of record in Volume 375, Page 505, Deed Records of Caldwell County, Texas.

Said tract of land is more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

For the same consideration expressed above, there is also conveyed to Grantee, its successors and assigns, a non-exclusive right-of-way for purposes of ingress and egress between a public road and the tract conveyed and described herein. This access easement is more particularly described in Exhibit "B" which is attached hereto and made a part hereof for all purposes. Grantor shall have the non-exclusive right to use any portion of this easement that lies within the tract conveyed herein.


**SUBJECT TO:**

That certain right of way easement from J. C. Ward, et al, to G. L. Ward, dated January 5, 1937, recorded in Volume 178, Page 141, Deed Records of Caldwell County, Texas.

Reservation by Grantor of a non-exclusive right-of-way for purposes of ingress and egress between a public road and the tract conveyed and described herein. This easement is more particularly described in Exhibit "C" which is attached hereto.

TO HAVE AND TO HOLD the above described pr mises, t gether with all and singular the rights and appurtenances thereto in anywise belonging, unto the said VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors and assigns, against ev ry person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 27th day of January, ~~1983~~ 1984.

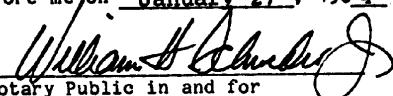
  
 Neal J. Knox

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS  
 COUNTY OF ACADWELL

This instrument was acknowledged before me on January 27, 1984 by  
 Neal J. Knox



  
 Notary Public in and for  
 the State of Texas

My Commission Expires:  
3/31/84

**William H. Schroeder, Jr.**  
 Notary Public

Grantee's Address: VETERANS LAND BOARD  
 OF THE STATE OF TEXAS  
 1700 N. Congress Avenue  
 Austin, Texas 78701



**TEXAS**  
**SURVEYING COMPANY, INC.**  
 REGISTERED PUBLIC SURVEYORS  
 P.O. BOX 639 GONZALES, TEXAS 78629  
 110 1/2 EAST MARKET, LOCKHART, TEXAS 78644

*No. 106640*  
*Paul C. Ornelas*

512 / 672-6585  
 512 / 398-3405

FIELD NOTES for a 12.50 acre tract of land, which includes a 30 foot wide easement containing 0.51 acres of land, in Caldwell County, Texas, out of and a part of the Pablo Martinez Survey, Abstract No. 181, and being out of and a part of that tract called to contain 25.0 acres of land which is described in a Contract of Sale and Purchase from the Veterans Land Board of Texas to Neal James Knox, said Contract being of record in Volume 375, at page 505, Deed Records of Caldwell County. The 12.50 acre tract described below being called FIRST TRACT;

BEGINNING at a found 1/2 ID pipe for the most northerly corner of said 25.0 acre tract for the most northerly corner of this tract;

THENCE South 43° 52' 02" East 287.05 feet, with the north-east line of said 25.0 acre tract, to a found 1/2d rebar at an interior corner of said 25.0 acre tract for an interior corner of this tract;

THENCE North 83° 29' 14" East 394.23 feet, with the north line of said 25.0 acre tract, to a 5/8d rebar set to replace a found 40d nail for the most easterly corner of this tract;

THENCE South 02° 07' 21" West, at 30.34 feet a 5/8d rebar set for a corner of said 30 foot easement, and at a total distance of 1115.71 feet a 5/8d rebar set for the most southerly corner of this tract;

THENCE North 43° 43' 00" West 160.06 feet to a 5/8 d rebar set for an angle point in the southwest line of this tract;

THENCE North 45° 38' 00" West 464.91 feet to a 5/8d rebar set to replace a 40d nail found at a 4 inch fence corner post for an interior corner of said 25.0 acre tract, for the most easterly corner of a 12.50 acre tract, also surveyed and being called SECOND TRACT, which is also part of said 25.0 acre tract, and for an angle point in the southwest line of this tract;

THENCE North 26° 02' 40" West, with the common line of this tract and said SECOND TRACT, at 494.87 feet a 5/8d rebar set for a corner of said 30 foot wide easement, at 524.87 feet a 5/8d rebar set for a corner of said 30 foot wide easement, and at a total distance of 710.01 feet a 5/8d rebar set in the northwest line of said 25.0 acre tract for the most northerly corner of said SECOND TRACT and for the most westerly corner of this tract;

THENCE North 45° 59' 00" West 285.65 feet, with said north-west line to the point of beginning.

THERE BEING INCLUDED within and across this tract a 30 foot wide easement containing 0.51 acres of land, as follows:

**FIRST EASEMENT TRACT:**

BEGINNING at an iron pin found in the Northeast corner of a 57.064 acre tract, of which the 12.50 acre tract above described is a part, conveyed by John A. Evans, et al, to Carlos Klutts, by deed recorded in Volume 369, Page 198, of the Deed Records of Caldwell County, Texas, for the West corner of this tract; said beginning point also bears North 83° 24' East 449.10 feet from the Northeast corner of said 12.50 acre tract herein above described;

THENCE South 30° 32' East 35.57 feet to an iron pin found for the East corner of this tract;

THENCE South 83° 42' West 468.10 feet to an iron pin found for the South corner of this tract;

THENCE North 02° 03' East 30.34 feet to an iron pin found in the North line of said 57.064 acre tract for the West corner of this tract;

THENCE North 83° 24' East 449.10 feet to the PLACE OF BEGINNING

**SECOND EASEMENT TRACT:**

BEGINNING at an iron pin found in the Northeast corner of the 57.064 acre tract above mentioned for the Southwest corner of this tract;

THENCE North 45° 19' East with the Southeast line of the Marvin Wright tract 1282.73 feet to an iron pin found on the Southwest line of a 40 foot wide public road for the North corner of this tract;

THENCE South 44° 48' East with the Southwest line of said public road 35.0 feet to an iron pin found for the East corner of this tract;

THENCE South 45° 29' West 985.61 feet to an iron pin found for an angle point of this tract;

THENCE South 44° 52' West 305.91 feet to an iron pin found for an angle point of the above mentioned 57.064 acre tract for the South corner of this tract;

THENCE North 30° 32' West 35.57 feet to the PLACE OF BEGINNING, as surveyed by Claude F. Hinkle, Registered Public Surveyor No. 1612.

EXHIBIT "B"

Easement to be reserved in deed to VLB (Raul C. Ornelas)

BEGINNING at a 5/8d rebar set in the common line of this tract and said SECOND TRACT for a corner of this easement, from which a 5/8d rebar set for the most Westerly corner of this tract and the most Northerly corner of said SECOND TRACT bears North 26° 02' 40" West 185.14 feet;

THENCE North 63° 57' 20" East 359.57 feet to a found 1/2d rebar for an interior corner of this tract and for a corner of this easement;

THENCE North 83° 29' 14" East 394.23 feet, with the North line of this tract, to a 5/8d rebar set at the most Easterly corner of this tract for a corner of this easement;

THENCE South 02° 07' 21" West 30.34 feet, with the East line of this tract to a 5/8d rebar set for a corner of this easement;

THENCE South 83° 29' 14" West 384.51 feet to a 5/8d rebar set for a corner of this easement;

THENCE South 63° 57' 20" West 354.41 feet to a 5/8d rebar set in the common line of this tract and said SECOND TRACT for a corner of this easement;

THENCE North 26° 02' 40" West 30.00 feet, with said common line, to the POINT OF BEGINNING, as surveyed by David P. Moore, Registered Public Surveyor No. 2040, September 1983.

EXHIBIT "C"

Filed for record at 4:45 P. M. January 27, 1984

Recorded at 8:55 A. M. January 31, 1984

By: Zorada Ray Kathleen Royal, Clerk County Court  
Deputy Caldwell County, Texas

MAINTENANCE AGREEMENT FOR ROADWAY

STATE OF TEXAS

073272

COUNTY OF CALDWELL

This Agreement is made and entered into this the 25<sup>th</sup> day of June, 2007, by and among William Harley Haffelder, Samuel J. Prihoda, Jodi D. Prihoda and Diane Holley.

Whereas, William Harley Haffelder, is the owner of 9.991 acres and all of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of Pablo Martinez Suvey A-181 and being also all of a tract of land called 10.00 acres and conveyed to Texas Veterans Land Board by deed recorded in Volume 35 Page 237 of the Official Records of Caldwell County, Texas and being more particularly described in Exhibit A attached hereto;

Whereas Samuel J. Prihoda and Jodi D. Prihoda are the owners of 10.00 acres of land, more or less, out of the Pablo Martinez Survey, Abstract No. 181, Caldwell County, Texas, more particularly described in Exhibit B attached hereto;

Whereas Diane Holley, is the owner of 24.980 acres and all of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of Pablo Martinez survey, A-181 and being also all of two tracts of land designated as the First Tract called 12.5 acres and a Second Tract called 12.50 acres and conveyed to the Veterans Land Board of the State of Texas by deed recorded in Volume 470, Page 394 of the Deed Records of Caldwell County, Texas and being more particularly described in Exhibit C attached hereto; and

Whereas, there is a necessity for a maintenance agreement providing for the maintenance of the private roadway used as access to and from the property described in Exhibits A, B and C and Lytton Lane, a public roadway.

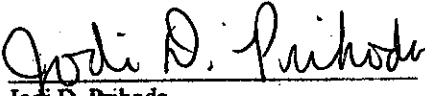
Now, therefore, it is understood and agreed by William Harley Haffelder, Samuel J. Prihoda, Jodi D. Prihoda and Diane Holley the parties herein, that the private roadway shall be maintained by the parties herein. Any costs to maintain said roadway will be split equally between William Harley Haffelder, Samuel J. and Jodi D. Prihoda and Diane Holley.

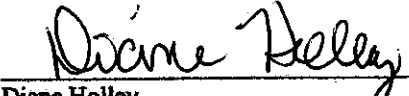
It is further understood and agreed that this agreement is made to induce Wethers LLC to make a mortgage loan secured by a deed of trust upon the property described in Exhibit A which is owned by William Harley Haffelder.

This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

  
William Harley Haffelder

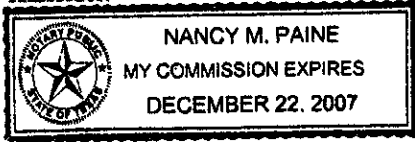
  
Samuel J. Prihoda

  
Jodi D. Prihoda

  
Diane Holley

STATE OF TEXAS  
COUNTY OF CALDWELL

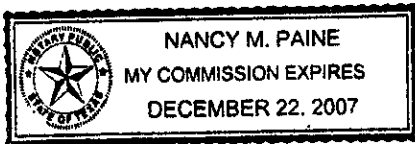
This instrument is acknowledged me on this the 25<sup>th</sup> day of June, 2007, by William Harley Haffelder.



Nancy M. Paine  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF CALDWELL

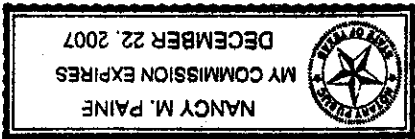
This instrument is acknowledged before me on this the 25<sup>th</sup> day of June, 2007, by Samuel J. Prihoda and Jodi D. Prihoda.



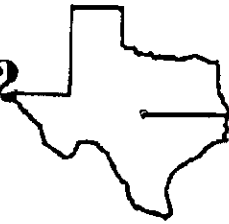
Nancy M. Paine  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF CALDWELL

This instrument is acknowledged before me on this the 25<sup>th</sup> day of June, 2007, by Diane Holley.



Nancy M. Paine  
Notary Public in and for the State of Texas



## EXHIBIT A

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of Pablo Martinez Survey A-181 and being also all of a tract of land called 10.00 acres and conveyed to Texas Veterans Land Board by deed recorded in Volume 35 Page 237 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron pin found used for basis of bearing in the North corner of the above mentioned Volume 35 Page 237 and in the West corner of a 30' wide access easement called Easement #3 described in Volume 35 Page 237 of the said Official Records and the West line of a tract of land called 25.00 acres and assigned to Horace Mahan by Contract of Sale recorded in Volume 375 Page 514 of the Deed Records of Caldwell County, Texas and in the apparent East line of a tract of land called First Tract and conveyed to Veterans Land Board of the State of Texas by deed recorded in Volume 470 Page 394 of the said Deed Records and in the West corner of a tract of land called 10.00 acres and conveyed to Sam Prihada et ux by deed recorded in Volume 480 Page 751 of the said Official Records for the North corner this tract.

**THENCE S 44 degrees 11 minutes 13 seconds E** entering the above mentioned 25.00 acre tract at 41.49 feet pass the South corner of the above mentioned Easement #3 and continue along the SW line of the above mentioned Prihada tract and at 1163.00 feet pass the apparent South corner of the said Prihada tract and continuing for a total distance of **1270.38 feet** to a 5/8" iron pin found used for basis of bearing in the East corner of the said Volume 35 Page 237 for the East corner this tract.

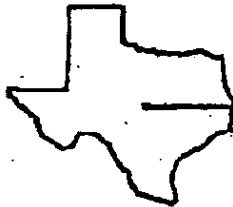
**THENCE S 45 degrees 11 minutes 13 seconds W** with the SE line of the said Volume 35 Page 237 for a distance of **402.97 feet** to a 5/8" iron pin found in the SW line of the said 25.00 acre tract and in the apparent NE line of a tract of land called 11.468 acres and conveyed to Rodrigo Calvo et al by deed recorded in Volume 310 Page 664 of the said Official Records and in the South corner of the said Volume 35 Page 237 for the South corner this tract.

**THENCE N 44 degrees 11 minutes 27 seconds W** with the SW line of the said 25.00 acre tract and the apparent NE line of the above mentioned Calvo tract and the SW line of the said Volume 35 Page 237 **889.54 feet** to a 5/8" iron pin found in the West corner of the said Volume 35 Page 237 and the apparent South corner of the above mentioned Volume 470 Page 394 and an exterior corner of the said 25.00 acre tract for the West corner this tract.

**THENCE N 02 degrees 06 minutes 13 seconds E** with the NW line of the said Volume 35 Page 237 and the apparent SE line of the said Volume 470 Page 394 and the NW line of the said 25.00 acre tract **557.52 feet** to the place of beginning containing **9.991 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on May 22, 2007. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.





## Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in the Caldwell County, Texas and being a part of the Pablo Martinez Survey A-181 and being also a part of a tract of land called 25.00 acres and assigned to Horace Mahan by Contract of Sale recorded in Volume 375 Page 514 of the Deed Records of Caldwell County, Texas and being also all of a tract of land called 10.000 acres and conveyed to Sabino Rubio by deed recorded in Volume 474 Page 99 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

**BEGINNING** at a capped  $\frac{1}{2}$ " iron pin set in the West line of the above mentioned 25.00 acre tract and in the West line of a 30' wide access easement designated as Easement No. 3 and described in Volume 35 Page 237 of the said Official Records and in the East line of a tract of land called 12.5 acres and assigned to Raul C. Ornelas by Contract of Sale recorded in Volume 470 Page 414 of the said Deed Records for the and exterior corner this tract and from which point a  $\frac{5}{8}$ " iron pin found marking the North corner of the said 25.00 acre tract bears N 02 degrees 07 minutes 08 seconds E 380.34 feet.

**THENCE** N 68 degrees 47 minutes 55 seconds E entering the said 25.00 acre tract and over and across the said 30' wide access easement 217.12 feet to a capped  $\frac{1}{2}$ " iron pin set for the North corner this tract.

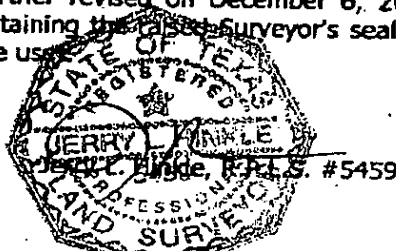
**THENCE** 30' from and parallel to the NE line of the said 25.00 acre tract for the following two (2) courses:  
 (1) S 46 degrees 33 minutes 19 seconds E 1136.64 feet to a capped  $\frac{1}{2}$ " iron pin set for an angle point.  
 (2) S 46 degrees 21 minutes 19 seconds E 65.32 feet to a capped  $\frac{1}{2}$ " iron pin set for the East corner this tract.

**THENCE** S 45 degrees 48 minutes 47 seconds W 377.77 feet to a capped  $\frac{1}{2}$ " iron pin set in the NE line of a tract of land called 10.00 acres and conveyed to the Texas Veterans Land Board by deed recorded in the said Volume 35 Page 237 Official Records for the South corner this tract and from which point a  $\frac{5}{8}$ " iron pin found used for basis of bearing marking the East corner of the said Texas Veterans 10.00 acre tract bears S 44 degrees 11 minutes 13 second E 107.38 feet and from the East corner of the said Texas Veterans 10.00 acre tract a  $\frac{1}{2}$ " iron pin found marking the South corner of the said 25.00 acre tract bears S 45 degrees 11 minutes 13 seconds W 402.97 and S 44 degrees 19 minutes 29 seconds E 30.92 feet.

**THENCE** N 44 degrees 11 minutes 13 seconds W with the NE line of the said Texas Veterans 10.00 acre tract and passing the South terminus of the said 30' wide access easement for a distance of 1163.00 feet to a  $\frac{5}{8}$ " iron pin found used for basis of bearing in the North corner of the said Texas Veterans 10.00 acre tract and in the West line of the said 25.00 acre tract and in the West terminus of the said 30' wide access easement and the East line of the above mentioned 12.5 acre tract for the West corner this tract.

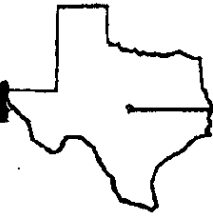
**THENCE** N 02 degrees 07 minutes 08 seconds E with the West line of the said 25.00 acre tract and the East line of the said 12.5 acre tract 177.65 feet to the place of beginning containing **10.000 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on August 7, 2003 and further revised on December 6, 2006. This survey is for use with this one transaction only. Only those prints containing the Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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P.O. Box 1027 - Lockhart, Texas 78644 - Phone (512) 398-2000 - Fax (512) 398-7683



All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of Pablo Martinez Survey A-181 and being also all of two tracts of land designated as First Tract called 12.50 acres and Second Tract called 12.50 acres and conveyed to the Veterans Land Board of the State of Texas by deed recorded in Volume 470 Page 394 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron pin found in the NE corner of the above mentioned First Tract and in the NW corner of a tract of land called 25.00 acres and assigned to Horace Mahan by Contract of Sale recorded in Volume 375 Page 514 of the said Deed Records and in the apparent South line of a tract of land called 279 acres and conveyed to H.T. Wright Jr. et al by deed recorded in Volume 326 Page 839 of the said Deed Records and in the NW terminus of an access easement designated as Easement No. 2 and described in Volume 35 Page 237 of the Official Records of Caldwell County, Texas for the NE corner this tract.

**THENCE** with the East line of the said First tract for the following two (2) courses:

**(1) S 02 degrees 07 minutes 10 seconds W** with the West line of the above mentioned Mahan tract and the West line of a tract of land called 10.000 acres and conveyed to Sam Prihada et ux by deed recorded in Volume 480 Page 751 of the said Official Records and with the West terminus of the above mentioned Easement No. 2 and the West line of an access easement designated as Easement No. 3 in the said Volume 35 Page 237 for a distance of **558.00 feet** to a 5/8" iron pin found used for basis of bearing in the West corner of the said above mentioned Prihada tract and in the North corner of a tract of land called 10.00 acres and conveyed to the Texas Veterans Land Board by deed recorded in Volume 35 Page 237 of the said Official Records for an angle point this tract and from which point a 5/8" iron pin found used for basis of bearing marking the East corner of the above mentioned Texas Veterans Land Board 10.00 acre tract bears S 44 degrees 11 minutes 14 seconds E 1270.38 feet.

**(2) S 02 degrees 06 minutes 13 seconds W** with the West line of the said Texas Veterans Land Board 10.00 acre tract **557.52 feet** to a 5/8" iron pin found in the West corner of the said Texas Veterans Land Board tract and the apparent NE line of a tract of land called 11.468 acres and conveyed to Rodrigo Calvo et al by deed recorded in Volume 310 Page 664 of the said Official Records for the most Easterly South corner this tract.

**THENCE** with a SW line of the said First Tract and the apparent NE line of the above mentioned 11.468 acre tract for the following two (2) courses:

**(1) N 43 degrees 42 minutes 50 seconds W 160.06 feet** to a 60d nail found for an angle point.

**(2) N 45 degrees 37 minutes 50 seconds W 465.00 feet** to a 5/8" iron pin found in an exterior corner of the said First Tract and the East corner of the above mentioned Second Tract and the apparent North corner of the said 11.468 acre tract for an ell corner this tract.

**THENCE S 45 degrees 29 minutes 21 seconds W** with the SE line of the said Second Tract and the apparent NW line of the said 11.468 acre tract **693.52 feet** to a 5/8" iron pin found in the South corner of the said Second Tract and in the apparent East corner of a tract of land called 178.25 acres and conveyed to Wattinger Management Company as recorded in Volume 322 Page 67 of the said Official Records and further described in volume 513 Page 659 of the said Deed Records for the most Westerly South corner this tract.



Claude Hinkle Surveyors

THENCE N 43 degrees 59 minutes 27 seconds W with the SW line of the said Second Tract and the apparent NE line of the above mentioned Wattinger tract 680.67 feet to a 1/2" iron pin found in the West corner of the said Second Tract and the apparent South corner of a tract of land called 41.80 acres and conveyed to H.T. Wright Jr. by deed recorded in Volume 295 Page 164 of the said Deed Records for the West corner this tract.

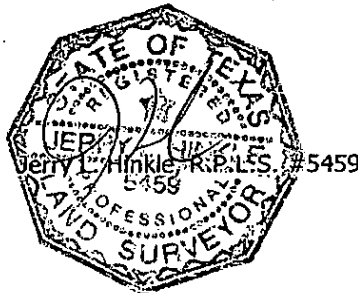
THENCE N 45 degrees 57 minutes 26 seconds E with the NW lines of the said Second and First Tracts and the apparent SE line of the above mentioned 41.80 acre tract 1197.51 feet to a capped 1/2" iron pin set in the most Westerly North corner of the said First Tract and the apparent SW line of the above mentioned 279 acre tract for the most Westerly North corner this tract.

THENCE with the NE and North lines of the said First Tract and the apparent SW and South lines of the above mentioned 279 acre tract for the following two (2) courses:

(1) S 43 degrees 51 minutes 01 seconds E 287.22 feet to a 1/2" iron pin found in an interior corner of the said First Tract and an apparent exterior corner of the said 279.00 acre tract for an interior corner this tract.

(2) N 83 degrees 26 minutes 40 seconds E 394.24 feet to the place of beginning containing 24.980 acres of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on May 15, 2007. THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. STATE OF TEXAS COUNTY OF CALDWELL I hereby certify that this Instrument was FILED in File Number Sequence on the date and time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

FILED this 29th day of June 2007 1:50 P M

NINA S. SELLS COUNTY CLERK CALDWELL COUNTY, TEXAS By Teresa Rodriguez Deputy

JUN 29 2007



Nina S. Sells COUNTY CLERK CALDWELL COUNTY, TEXAS



## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("*Agreement*") is made and entered into effective as of 02/17/2025, 2025, by and between COMANCHE WAY, LLC (the "*Grantee*") and ANTONIO J. SALAZAR and MARIA C. SALAZAR (together with their successors, heirs, and assigns, collectively, the "*Grantor*").

### RECITALS

A. The Grantee owns that certain tract of land, being more particularly described on Exhibit "A" attached hereto (the "*Grantee Tract*").

B. On July 5, 2007, Grantor's father, Mr. Ernesto Ibarra Salazar, purchased the Grantor Tract (defined below). Mr. Salazar died on September 14, 2011 and through various documents of record, Grantor owns that certain tract of land, being more particularly described on Exhibit "B" attached hereto (the "Grantor Tract").

C. In this Agreement the Grantee Tract and the Grantor Tract are collectively referred to as the "*Tracts*" and individually as a "*Tract*".

D. Grantor has agreed to grant to Grantee a non-exclusive and perpetual easement for ingress and egress and a utility easement, over, upon and across a 1.0034 acre tract of land as described on Exhibit "C" attached hereto, to the extent located on the Grantor Tract (hereinafter the "*Easement Tract*"), to permit access to and from the Grantee Tract over and across the Easement Tract to and from any adjacent right-of-way, as well as a temporary construction easement related thereto, in accordance with the terms of this Agreement. The Easement Tract is more particularly described on Exhibit "C" attached hereto.

### AGREEMENTS

In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. *Grant of Access Easement.*

a. Subject to the terms and conditions of this Agreement, the Grantor grants to the Grantee a non-exclusive and perpetual easement over, upon and across the Easement Tract solely for purposes of (i) vehicular and pedestrian egress and ingress to and from the Grantee Tract to and from any adjacent right-of-way and (ii) installation of utility service lines within the Easement Tract. This easement shall be an easement appurtenant to the Grantee Tract and shall run with the land.

It is further understood and agreed, however, that the Easement Tract shall not be used as an access for (i) commercial business (e.g. warehouse, retail or office development)

or (ii) multi-family residential of more than four (4) units on any one tract, or (iii) a mobile home or RV park.

b. Subject to the terms and conditions of this Agreement, the Grantor grants to the Grantee the right to improve the Easement Tract, in the sole discretion of the Grantee and at its sole cost and expense, including the right to cut and clear all trees, brush and other obstructions within the Easement Tract, as well as the right to pave the Easement Tract or to otherwise put down road cover, including, without limitation, soil, shell, caliche, concrete, asphalt, or gravel. The Grantee agrees that, prior to commencing any such work on the Easement Tract, the Grantee shall notify the Grantor of the date that the Grantee intends to commence such work by written notice at the address provided below.

c. The Grantee may permit its contractors, licensees, invitees, guests, and assignees (which assignees own any real property adjacent to the Grantee's tract) to use the access easement granted herein for the purposes permitted herein; provided that such easement shall be non-exclusive and shall not vest in such contractors, licensees, invitees, guests or assignees any rights in or to any other part of the Grantor Tract. Assignees that are permitted to use the access easement also include individuals who own, or are in possession of, property adjacent to the Grantee tract.

d. The Grantor agrees that the Grantee shall have undisturbed use of the Easement Tract and that it will not hereafter construct, erect or maintain any temporary or permanent structures, gates, walls, fences, or other barriers of any kind on, in or over the Easement Tract that would in any way prevent or impair the passage of such pedestrian or vehicular traffic over the Easement Tract between the Grantee Tract and any adjacent right-of-way.

## 2. *Grant of Utility Easement.*

a. Subject to the terms and conditions of this Agreement, the Grantor grants and conveys to the Grantee a non-exclusive, perpetual easement in, to, over, under, along and across the Easement Tract for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of Utility Lines (hereinafter defined) serving the Grantee Tract, or to any assignee, including but not limited to, sanitary sewers, storm drains, water (fire suppression and domestic uses), gas, electrical, telephone and communication lines. The initial location of any Utility Line shall be subject to the prior written approval of the Grantor, such approval not to be unreasonably withheld or delayed.

b. As used herein, "Utility Lines" shall mean those facilities and systems for the transmission of utility services, including, without limitation, water, electrical, gas, sewer and drainage services.

c. The Grantee shall pay all costs and expenses with respect to the installation and maintenance of the Utility Line, and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be

completed in a manner so as to minimize interference with the use of the Grantor Tract. All construction activities performed by or on behalf of the Grantee hereunder shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof.

4. **Maintenance.** The Grantor shall maintain and repair the Grantor Tract, at Grantor's sole cost and expense, except to the extent damage is related to or arising from the Grantee or its contractors, employees, agents, and guests which damage shall be repaired by the Grantee at its sole cost and expense. Likewise, any damage to the extent caused by or arising from the Grantor or Grantor's invitees and guests, shall be repaired at Grantor's sole cost and expense. The parties acknowledge and agree that, during construction and upon the completion of the improvements to the Easement Tract, the Grantee shall be responsible, at its sole cost and expense, for maintaining the Easement Tract, and the improvements located thereon, including, without limitation, any Utility Lines, in good condition and repair. Such maintenance and repair shall require the Grantee only to take such actions as the Grantee deems necessary, in its sole discretion, to maintain any such improvements located on the Easement Tract. The Grantee shall not be responsible for or have any obligation to maintain the any other portion of the Grantor Tract.

5. **Term.** This Agreement and the easement, rights, restrictions, obligations and liabilities created hereby shall be perpetual and remain in full force and effect until the owner(s) of the Easement Tract, the owner(s) of the Tracts, and the holders of any liens on the Tracts agree to terminate the same in writing, as otherwise provided in this Agreement.

6. **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party for the benefit of the other party hereto. Any transferee of all or any portion of a Tract shall automatically be deemed, by acceptance of title to any portion of the Tracts, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Tract.

7. **Covenants and Recordation.** All of the provisions, agreements, covenants, conditions and obligations contained in this Agreement shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns and all other parties acquiring any Tract, or any portion thereof, or any interest therein, whether by operation of law or in any other manner whatsoever. All of the provisions of this Agreement shall be covenants running with the land.

8. **Rights Upon Default.**

a. **Right to Cure.** If either party defaults in the performance of the obligations of such party under this Agreement, the non-defaulting party shall have the right, but not the obligation, upon thirty (30) days written notice, to cure such default for the account of and at the expense of the defaulting party; provided, however, the foregoing 30-day cure right shall not apply to a breach of paragraph 1 and the Grantee shall have the immediate right to exercise any and all of its remedies available under this Agreement or otherwise at law or in equity upon Grantor's breach of paragraph 1 hereof. Any notice hereunder shall

specify with particularity the nature of the default claimed. To effectuate any such cure, the non-defaulting party shall have the right to enter upon the Tract of the defaulting party to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting party.

b. **Costs of Cure.** All costs and expenses reasonably incurred by a party to cure a default of a defaulting party under the provisions of paragraph 8.a of this Agreement, together with interest thereon at the rate of twelve percent (12%) per annum, shall be paid by the defaulting party upon demand.

c. **Legal and Equitable Relief.** Upon a default or violation of this Agreement, the non-violating party shall have the right to prosecute any proceeding at law or in equity against the defaulting party hereto, or any other person, violating any of the provisions contained in this Agreement, in order to prevent such party from violating any provisions of this Agreement and to recover damages for any such violation or default. Each party expressly acknowledges and agrees that the other shall have right (without evidence of a lack of an adequate remedy at law and without the necessity of posting a bond) to seek injunctive relief, specific performance and/or other equitable relief against a defaulting party hereunder if either violates this Agreement, including if either blocks or interferes with the other's rights of the use of the Easement Tract hereunder.

d. **Non-Waiver.** No delay or omission of any party in the exercise of any right accruing upon any default of the other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of any of the terms and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and all remedies at law or in equity shall be available.

e. **Non-Terminable Agreement.** No breach of the provisions of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement, but such limitations shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

9. **Notices.** Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is hand delivered or is mailed by registered or certified mail, return receipt requested or delivered by nationally recognized overnight delivery service. The respective mailing addresses of the parties hereto are, until changed as hereinafter provided, as follows:

If to the Grantee: Comanche Way, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Grantor: Antonio Salazar can  
reach me at the mailing  
address of 4811 Quicksilver Blvd,  
Austin, TX, 78744

Any party may change its mailing address at any time by giving written notice of such change to the other party in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given on the date personal delivery is effected or, if mailed as set forth above or sent by nationally recognized overnight delivery service, on the delivery date.

11. **Release Upon Sale of Interest.** Notwithstanding anything to the contrary in this Agreement, upon the sale and conveyance by a party of its entire right, title and interest in its Tract, such party shall be released from its obligations thereafter accruing under this Agreement; provided, however, that such party shall not be released from any liability or obligations accruing hereunder before the sale of entire right, title and interest in its Tract.

12. **Governing Law.** THE VALIDITY, ENFORCEABILITY, INTERPRETATION, AND CONSTRUCTION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (OTHER THAN ITS CONFLICT OF LAWS RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN TEXAS.

13. **Miscellaneous.**

a. **Termination and Amendment.** Except as otherwise specified in this Agreement, this Agreement may be terminated, modified or amended in whole or in part only by written and recorded instrument executed by all of the record owners of the Grantor Tract, all of the record owners of the Grantee Tract, and all of the record holders of any liens on the Tracts.

b. **Entire Agreement.** This Agreement and the exhibits hereto contain all of the representations and agreements between the parties with respect to the easement granted hereby. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement.

c. **Litigation Expenses.** If any party shall bring an action or proceeding against the other party hereto by reason of the breach or alleged violation of any covenant, agreement or obligation herein contained or for the enforcement of any provision hereof, or to interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs and expenses of suit, including, but not limited to, reasonable attorneys' fees and court costs.

d. **Cooperation.** Each party agrees to cooperate with the other party and any applicable governing authority to effectuate the intent of this Agreement at the requesting party's expense unless such expense is an obligation of the requesting party under this Agreement.


e. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts and, if executed in multiple counterparts, the same shall, when taken together, constitute one original. A PDF, telecopy or similar counterpart shall have the same force and effect as an original.

SIGNATURES ON SUCCEEDING PAGE




GRANTEE:

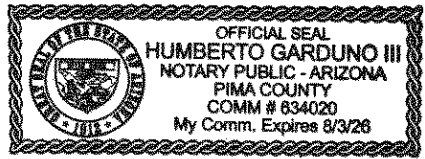
COMANCHE WAY, LLC

By:   
Lev Freedman, Manager

THE STATE OF ~~TEXAS~~ <sup>Arizona ← HUMB</sup> §  
COUNTY OF Pima §  
§

This instrument was acknowledged before me on the 10<sup>th</sup> day of February, 2025, by Lev Freedman, Manager of Comanche Way, LLC, a Texas limited liability company.

  
NOTARY PUBLIC in and for the State of ~~Texas~~ <sup>Arizona</sup>  
[SEAL] <sup>HUMB</sup>



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF GRANTEE TRACT**

TRACT 1:

Being 24.980 acres of land, more or less, out of the PABLO MARTINEZ SURVEY, ABSTRACT NO.181, Caldwell County, Texas, being that same tract of land conveyed to Diane Holley and described in Warranty Deed recorded in Volume 497, Page 349, Official Public Records, Caldwell County, Texas.

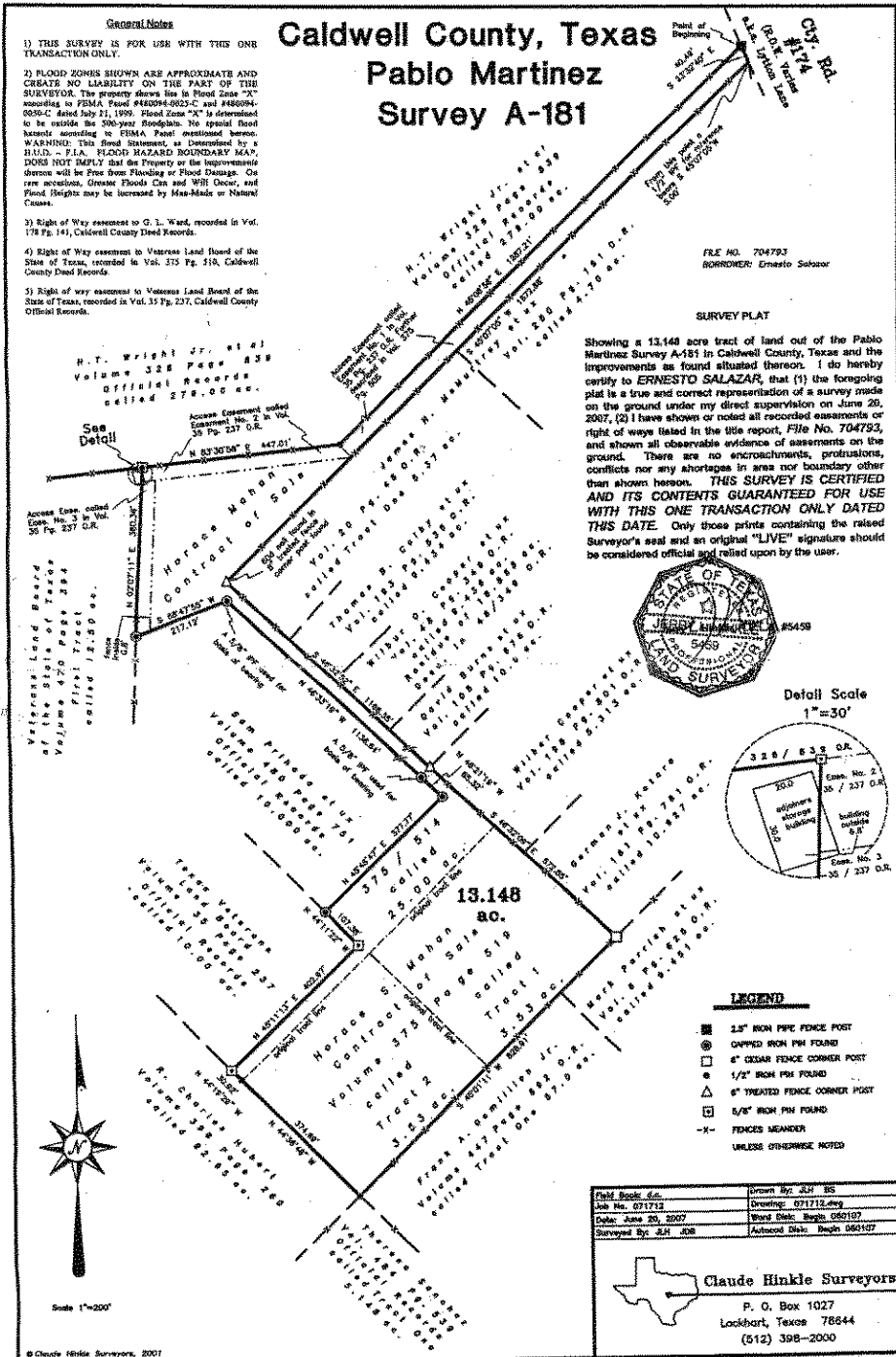
TRACT 2:

A non-exclusive easement for access and utilities, out of the PABLO MARTINEZ SURVEY, ABSTRACT NO. 181, Caldwell County, Texas, being more particularly described as First Tract in that Warranty Deed recorded in Volume 375, Page 502, Deed Records, Caldwell County, Texas.

TRACT 3:

A non-exclusive easement for access and utilities, out of the PABLO MARTINEZ SURVEY, ABSTRACT NO. 181, Caldwell County, Texas, being more particularly described as Second Tract in that Warranty Deed recorded in Volume 375, Page 502, Deed Records, Caldwell County, Texas.

## EXHIBIT "B" LEGAL DESCRIPTION OF THE GRANTOR TRACT



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF EASEMENT TRACT**

**EXHIBIT "C"**

**ACCESS EASEMENT**

**FIELD NOTE DESCRIPTION**

A 1.0034 ACRE (OR 43,710 SQUARE FEET) TRACT OF LAND OUT OF THE PABLO MARTINEZ SURVEY, ABSTRACT NO. 181, SITUATED IN CALDWELL COUNTY, TEXAS, BEING OUT OF A CALLED 24.980 ACRE TRACT OF LAND TO COMANCHE WAY, LLC, IN A GENERAL WARRANTY DEED DATED SEPTEMBER 4, 2015 AS RECORDED IN DOCUMENT NO. 2015-006205, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AS SURVEYED BY SURVEY WORKS, LLC ON DECEMBER 09, 2024, PROJECT NO. 23-0109.01, ALL MEASUREMENTS SHOWN IN GRID AND BASED ON STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, NAD 1983, THIS DESCRIPTION TO ACCOMPANY AN EXHIBIT OF LIKE DATE REPRESENTING AN ON THE GROUND SURVEY, AND SAID 1.0034 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod (5/8-inch diameter) found at an angle point on the east line of said 24.980 acre tract, common with the north corner of a called 9.991 acre tract of land as recorded in Volume 499, Page 826, Deed Records of Caldwell County, Texas, a southwesterly corner of a called 10.00 acre tract of land, as recorded in Document Number 2024-005109, Official Public Records of Caldwell County, Texas, the southwest corner of a 30.00 foot wide access easement (Easement No. 3) as described in said Volume 499, Page 826, Official Public Records of Caldwell County, Texas;

Thence, S 00°14'53" W along the east line of said 24.980 acre tract, common with the west line of said 9.991 acre tract for a distance of 557.56 feet, to an iron rod (5/8-inch diameter) found at the southeast corner of said 24.980 acre tract, common with a southwesterly corner of said 9.991 acre tract, being a point on the northeast line of a called 11.468 acre tract as recorded in Document Number 2014-003973, Official Public Record of Caldwell County, Texas, for the south corner of the tract herein described;

Thence, along a southwesterly line of said 24.980 acre tract, common with the northeast line of said 11.468 acre tract the following two (2) courses:

1. N 43°36'42" W, for a distance of 160.09 feet to an iron rod found (5/8-inch diameter), and
2. N 47°26'40" W, for a distance of 465.02 feet to an iron rod (5/8-inch diameter) found an interior corner of said 24.98 acre tract, common with the north corner of said 11.468 acre tract.

Thence, over and across said 24.980 acre tract, the following five (5) courses:

1. N 27°53'37" W a distance of 107.91 feet to a calculated point, for the northwest corner of the tract herein described,
2. S 47°26'33" E a distance of 566.48 feet to a calculated point,
3. along a curve to the left having an arc length of 85.30 feet, a radius of 35.00 feet, a central angle of 106°53'45" and a chord that bears N 82°51'07" E, 56.23 feet to a calculated point,
4. N 00°14'53" E a distance of 457.92 feet to a calculated point, and
5. S 89°45'07" E a distance of 35.03 feet to a calculated point on the east line of said 24.980 acre tract, common with the west line of said 10.00 acre tract, the west line of said 30 foot access easement, for the northeast corner of the tract herein described, from which an iron rod (5/8-inch diameter) found at the northeast corner of said 24.980 acre tract bears N 00°16'49" E a distance of 512.11 feet;

Thence, S 00°16'49" W along the east line of said 24.980 acre tract, common with the west line of said 10.00 acre tract, the west line of said 30 foot access easement for a distance of 45.93 feet to the POINT OF BEGINNING, in all containing 1.0034 acres of land, more or less.

I, JAD DUPLCHAIN, LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS LEGAL DESCRIPTION AND SKETCH WERE BASED ON AN ON THE GROUND SURVEY.

THE STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS ON  
DECEMBER 09, 2024

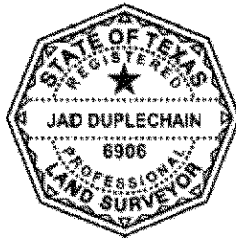


JAD DUPLCHAIN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6906  
PROJECT # 23-0109.01

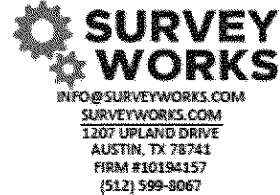
DRAWN BY: BB  
FIELD CREW: JZ

REVIEWED BY: JAD  
SHEET SIZE = 8.5"X11"

REVISION #:



SURVEYED FOR: FREEDMAN  
PROJECT NO. 23-0109.01  
SITE ADDRESS:  
500 COMANCHE WAY, DALE TX



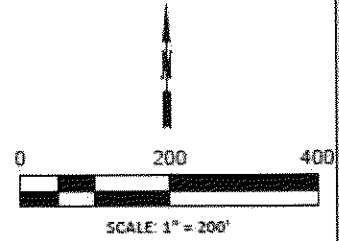
SHEET  
1 of 2

**EXHIBIT "C"**

**ACCESS EASEMENT**

**LEGEND**

- △ CALCULATED POINT
- ⊙ 5/8" IRON PIPE FOUND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- EASEMENT LINE
- - - ADJOINER LINE
- VOL. PG. VOLUME AND PAGE
- O.P.R.C.C. OFFICIAL PUBLIC RECORDS CALDWELL COUNTY
- DOC. NO. DOCUMENT NUMBER
- D.R.C.C. DEED RECORDS CALDWELL COUNTY
- N/F NOW OR FORMERLY



SURVEYED FOR: FREEDMAN  
PROJECT NO. 23-0109.01  
SITE ADDRESS:  
500 COMANCHE WAY, DALE TX

**SURVEY WORKS**  
INFO@SURVEYWORKS.COM  
SURVEYWORKS.COM  
1207 UPLAND DRIVE  
AUSTIN, TX 78741  
FRM #10194157  
(512) 599-6067

SHEET  
2 of 2

CALLED 24.980 ACRES  
VOL. 497, PG. 349  
D.R.C.C.  
N/F  
COMANCHE WAY, LLC  
DOC. NO. 2015-006205  
O.P.R.C.C.

CALLED 10.00 ACRE  
DOC. NO. 2024-005100  
O.P.R.C.C.

CALLED 11.468 ACRES  
DOC. NO. 2014-004825  
O.P.R.C.C.

CALLED 9.001 ACRES  
VOL. 499 PG. 928  
D.R.C.C.

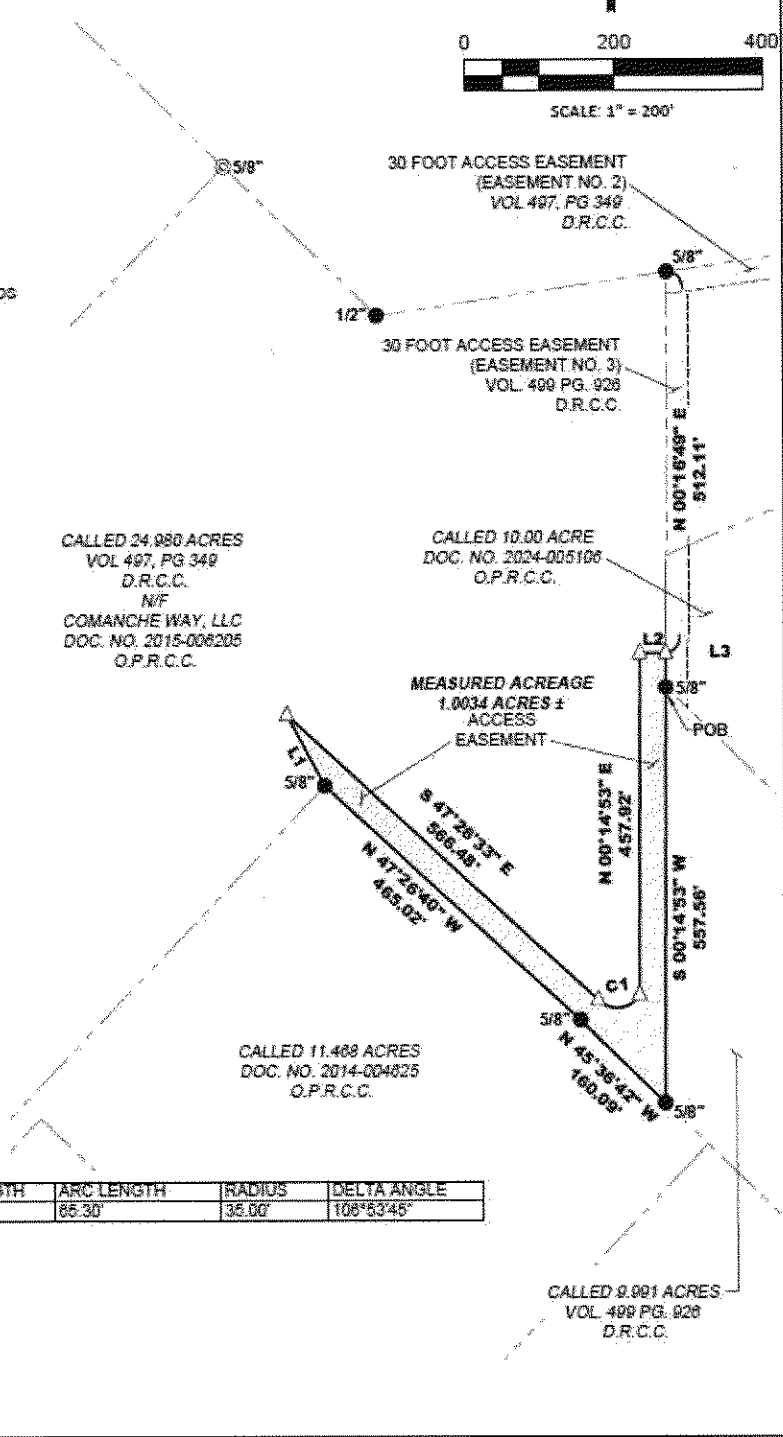
LINE No.	BEARING	DISTANCE
L1	N 27°53'37" W	107.91'
L2	S 89°45'07" E	35.03'
L3	S 00°16'49" W	45.93'

CURVE No.	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	DELTA ANGLE
C1	N 82°51'07" E	56.23'	66.30'	35.00'	108°53'46"

**DATUM & BEARING BASIS**

TEXAS STATE PLANE COORDINATE SYSTEM,  
GRID NORTH, SOUTH CENTRAL ZONE (4204),  
NAD 83. ELEVATION DATA NAVD 83, GEOID 18.  
DISTANCES IN US SURVEY FEET (GRID).

SHEET SIZE - 8.5"X11"



AFTER RECORDING PLEASE RETURN TO:

Hirsch & Westheimer, P.C.  
Attn. Bradley E. Rauch  
1415 Louisiana St. 36th Floor,  
Houston, Texas 77002

**FILED AND RECORDED**

**Instrument Number: 2025-002113 AGREEMENT**

Filing and Recording Date: 03/21/2025 04:14:47 PM Pages: 14 Recording Fee: \$73.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



*Teresa Rodriguez*

Teresa Rodriguez, County Clerk  
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

**DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.**