

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Easement Agreement for Utilities**

**Effective Date:** August 17, 2018

**Grantor:** PLACEKEEPER II, INC., a Texas corporation, as the exchange accommodation titleholder in a qualified exchange accommodation arrangement for JW Bandera I, Ltd., a Texas limited partnership, its successors and assigns, hereinafter referred to collectively as "Grantor"

**Grantor's Mailing Address:**

806 Avenue U  
Marble Falls, Texas 78654

**Grantee:** JW BUNA, LTD., a Texas limited partnership, its successors and assigns, hereinafter referred to collectively as "Grantee"

**Grantee's Mailing Address:**

806 Avenue U  
Marble Falls, Texas 78654

**Easement Property:** A portion of Grantor's Property as depicted on Exhibit A attached hereto and made a part hereof.

**Dominant Estate Property:** As described on Exhibit B attached hereto and made a part hereof.

**Grantor's Property:** As described on Exhibit C attached hereto and made a part hereof.

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of the following facilities (collectively, and as installed, the "Facilities"): underground and overhead utility lines, conduits, lift station, pipes and equipment, including without limitation (except as provided below) for electric, water, wastewater and fiber optic utilities from the Dominant Estate Property to connect to public utilities over and across the Easement

Property. Notwithstanding the immediately preceding sentence, in no event may Grantee or Holder use the Easement Property for i) storm water detention or retention, drainage or other water quality facilities, ii) drilling of a well, and iii) any septic system component. The purpose of this Easement is to provide a means for the Dominant Estate Property to be able to connect to and be served by public utilities only.

**Grantor Facilities:** Facilities installed on the Easement Property by Grantor for the sole purpose of providing one or more utility services (whether or not connected to public utilities) to the Grantor Property and any water quality improvements installed by Grantor.

**Grantee Facilities:** Facilities installed on the Easement Property by Grantee for the sole purpose of providing one or more utility services to the Dominant Easement Estate (and thus fulfilling the Easement Purpose).

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Reservations from Conveyance:** NONE.

**Exceptions to Warranty:** Those enforceable exceptions appearing of record in the official public records of the county where the Easement Property is located.

#### I. GRANT OF EASEMENT

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever.

#### II. TERMS AND CONDITIONS OF EASEMENT

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property.

The Easement is nonexclusive and irrevocable. Grantee and Grantee's heirs, successors, and assigns who at any time after the Effective Date own any interest in the Dominant Estate Property shall be the "Holder" under this agreement.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights; Mutual Accommodation of Existing Uses.*

(a) Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use the eighty-five (85) foot wide Easement Property for all utility and water quality purposes, including the right to install Grantor Facilities, and the right to use the ten (10) foot wide Easement Property for all purposes. Notwithstanding the above, Grantor may not build structures or infrastructure on the eighty-five (85) foot wide Easement Property for purposes other than utility and water quality purposes except at the time of initial construction of Tractor Supply Company store improvements on Grantor's Property. If Grantee uses the Easement Property for the Easement Purpose, it shall at all times have the obligation to absolutely accommodate all then-existing uses of the Easement Property by Grantor, including all Grantor Facilities installed in the Easement Property. Grantee shall not, in any manner, damage, alter, or interfere with any then-existing uses of the Easement Property by Grantor. Grantor shall have no obligation to relocate, remove, reroute, or otherwise alter any Grantor Facilities or other improvements installed by Grantor on the Easement Property in order to accommodate Grantee's later-commenced uses of the Easement Property. Likewise, if Grantor uses the Easement Property for any purpose, it shall at all times have the obligation to absolutely accommodate all then-existing uses of the Easement Property by Grantee, including all Grantee Facilities installed in the Easement Property. Grantor shall not, in any manner, damage, alter, or interfere with any then-existing Grantee Facilities. Grantee shall have no obligation to relocate, remove, reroute, or otherwise alter any Grantee Facilities in order to accommodate Grantor's later-commenced uses of the Easement Property.

(b) Grantor also reserves for Grantor and Grantor's heirs, successors, and assigns the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantor and Holder, so long as such further conveyance is subject to the terms of this agreement, including the accommodation obligations of the preceding paragraph.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use the fifteen (15) foot wide strip of the surface of the property that is i) adjacent to the ten (10) foot wide portion of the Easement Property which does not abut the Dominant Easement Estate and ii) adjacent to the ten (10) foot wide portion of the Easement Property which does abut the Dominant Easement Estate for a fifteen (15) foot long span extending beyond the retaining wall as shown on Exhibit A attached hereto (collectively, the "Adjacent Property") as may be reasonably necessary to install and maintain the Grantee Facilities within that portion of the Easement Property so long as i) Holder does not block reasonable vehicular access through the Adjacent Property and ii) Holder coordinates any such use of the Adjacent Property with the Grantor and TSC prior to such use. Holder shall reasonably accommodate Grantor's and TSC's preferred timing for such use. Holder must promptly restore the Adjacent Property to its previous physical condition if damaged or altered by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of the Easement Property.* Holder has the right, at its sole expense, to install, construct, operate, maintain, replace, repair, upgrade and remove the Grantee Facilities under, on or across any portion of the Easement Property, subject to the accommodation obligations of paragraph 3(a) of this agreement and the terms of this paragraph. So long as JW Buna, Ltd. is the owner of the Dominant Easement Estate and desires to use the Easement Property for the Easement Purpose, JW Buna, Ltd. shall provide written documentation to Grantor of the design, configuration, and all aspects of construction (including means, methods, and timing) of any planned Grantee Facilities (the "Plans") at least thirty days prior to commencement of construction. Grantor shall have the right to provide any reasonable objections to the Plans to JW Buna, Ltd., but JW Buna, Ltd. shall not be required to alter its Plans unless

Grantor provides notice and proof that the carrying out of Grantee's Plans would result in a default of Grantee's obligations under this agreement. For all Holders other than JW Buna, Ltd., all matters concerning the Facilities and their configuration, construction, installation, upgrade and removal are subject to performance of Holder's obligations under this agreement and the Plans for same are to be mutually agreed upon in writing between Grantor and Holder prior to commencement of installation and/or construction, provided, however, neither party may unreasonably withhold, condition or delay consent. Holder must maintain the Grantee Facilities on the Easement Property (and the Easement Property during performance of any work thereon) at its sole expense in a neat and clean and commercially reasonable condition. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Grantee Facilities, but Holder may not damage or alter any retaining walls or other support structures constructed by Grantor on the Easement Property. Holder must replace any removed fences to their original condition and location after the completion of its work. Holder must otherwise promptly restore the Easement Property to its previous physical condition if damaged or altered by use of the rights granted by this Easement.

6. *Enforcement.*

(a) Methods of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. Grantor agrees that, except as hereafter provided, in no event shall Grantor, as part of

its equitable or injunctive remedies, be permitted to pursue a remedy of forfeiture, termination, or release of the Easement because of a default by Grantee or any Holder.

(b) No Termination. Except as hereafter provided, the terms and provisions of this agreement will not terminate, and are not terminable, in the event of a default by any party or its successors or assigns. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, this agreement may be enforced by Grantor, Grantee, or their respective successors or assigns (each an "Enforcement Party"). If a party fails to perform or observe any obligation or condition to be performed or observed under this agreement and is given written notice of that default, and if the defaulting party fails to correct or commence and diligently pursue correction of the default within 30 days after that notice, the Enforcement Party, at its election, may cure the default for and on behalf of the defaulting party, and any amounts which may be expended for that purpose or which otherwise may be due by the defaulting party under this agreement shall be paid within 30 days after demand. Except as hereafter provided, the Enforcement Party's sole remedies for a default under this agreement shall be to either pursue a suit for reimbursement of expenses under this paragraph, pursue a suit for monetary damages, or/and pursue injunctive relief as allowed under paragraph 5(a), such remedies being cumulative and not exclusive.

7. *Attorney's Fees*. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect*. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law*. This agreement will be construed under the laws of the state in which the Easement Property is located, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party shall indemnify and hold harmless the other party, from and against any and all claims, expenses, liabilities, losses, damages and costs, including reasonable attorneys' fees and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of (i) any injury, including death, loss or damage of any kind whatsoever to any person or entity or to the property of any person or entity as shall occur on the Easement Property or the Adjacent Property during the effectiveness of this agreement that is caused by the negligence or misconduct of the indemnifying party, its agents, employees or contractors, (ii) the indemnifying party's breach of its obligations under this agreement and (iii) from any mechanic's or materialman's lien or claim therefor arising by, through or under such indemnifying party.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among

the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

19. *Representations and Warranties of Grantor.* Grantor represents and warrants to Grantee and all Holders as follows:

- (a) Grantor owns good and indefeasible title to the Easement Property;
- (b) Grantor has all requisite power and authority to execute, deliver and perform this agreement. The execution, delivery, and performance of the agreement have been duly authorized by all necessary action on the part of Grantor. This agreement has been duly and



validly executed and delivered by Grantor and is Grantor's valid and binding obligation, enforceable against Grantor in accordance with its terms;

(c) The execution, delivery, and performance by Grantor of this agreement does not and will not conflict with, violate, result in a breach of, constitute a default under, or accelerate, or permit the acceleration of, the performance required by any agreement or contract to which Grantor is a party or by which it or the Easement Property or the personal property and/or improvements located on the Easement Property are bound or affected;

(d) No other person (including any spouse) is required to execute this agreement in order for it to be fully enforceable as against all interests in the Easement Property;

(e) This agreement constitutes a valid and binding agreement, enforceable against Grantor in accordance with its terms; and

(f) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding.

20. *Representations and Warranties of Grantee.* Grantee represents and warrants to Grantor as follows:

(a) Grantee owns good and indefeasible title to the Dominant Estate Property;

(b) Grantee has all requisite power and authority to execute, deliver and perform this agreement. The execution, delivery, and performance of the agreement have been duly authorized by all necessary action on the part of Grantee. This agreement has been duly and validly executed and delivered by Grantee and is Grantee's valid and binding obligation, enforceable against Grantee in accordance with its terms;

(c) The execution, delivery, and performance by Grantee of this agreement does not and will not conflict with, violate, result in a breach of, constitute a default under, or accelerate, or permit the acceleration of, the performance required by any agreement or contract to which Grantee is a party;

(d) This agreement constitutes a valid and binding agreement, enforceable against Grantee in accordance with its terms; and

(e) Grantee is not the subject of any bankruptcy, insolvency or probate proceeding.

21. *Estoppel Certificates.* Within twenty (20) days following receipt of written request from either Grantor or a Holder (the "requesting party"), the other party (the "certifying party") shall execute, acknowledge, and deliver to the requesting party an instrument stating, if the same be true, that there are no amendments to this agreement (or stating what amendments there may be), that the agreement is then in full force and effect and that, to its reasonable knowledge, there are no offsets, defenses, or counterclaims with respect to the payment of any sums owing to the certifying party or in the performance of the other terms, covenants, and conditions hereof to be performed, and that as of such date no default has been declared hereunder and such other matters as may be reasonably requested.

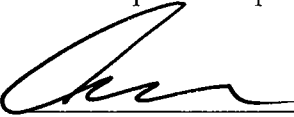
22. *Agreement for the Exclusive Benefit of the Parties.* This agreement is not intended to confer any benefit upon any person, party or entity other than Grantor, Grantee, and the fee simple owners of the Easement Property and the Dominant Estate Property, and their respective successors or assigns, and no other person, party or entity shall be entitled to make any claim under or by virtue of this agreement or any of the provisions hereof.

23. *Recording.* The Parties agree that Grantee shall cause this agreement to be recorded in the official public records of county or counties in which the Easement Property is located.

[Remainder of page intentionally left blank.]

**GRANTOR:**

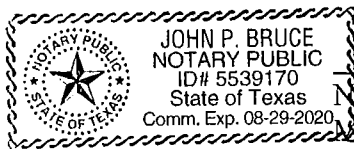
Placekeeper II, Inc., a Texas corporation, as the exchange accommodation titleholder in a qualified exchange accommodation arrangement for JW Bandera I, Ltd., a Texas limited partnership

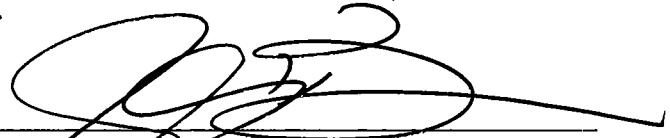
By:   
Craig A. Dunagan, President

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared Craig A. Dunagan, President of Placekeeper II, Inc., known or proved on acceptable evidence 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 on behalf of such entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16 day of August, 2018.



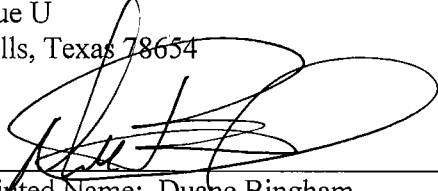
  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

Return to:  
Heritage Title Co. of Austin  
401 Congress Ave., Ste. 1500  
Austin, TX 78701

**GRANTEE:**

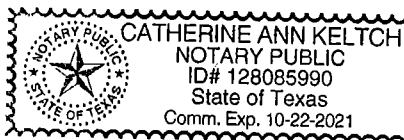
JW BUNA, LTD.,  
a Texas limited partnership,

BY: JW BUNA GP, LLC, a Texas limited liability company,  
the sole general partner  
806 Avenue U  
Marble Falls, Texas 78654

By:   
Printed Name: Duane Bingham  
Printed Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF BURNET   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of August, 2018, by Duane Bingham, acting in his capacity, on behalf of JW Buna GP, LLC, a Texas limited liability company, the sole general partner of JW Buna, Ltd., a Texas limited partnership.



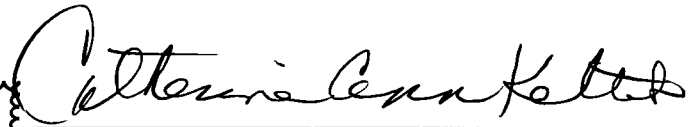
  
Notary Public, State of Texas  
My Commission Expires: 10-22-2021

Exhibit A

### Depiction of Easement Property

**EXHIBIT A OF  
EASEMENT AGREEMENT FOR UTILITIES**

**DEPICTION OF EASEMENT PROPERTY  
BANDERA, TX**

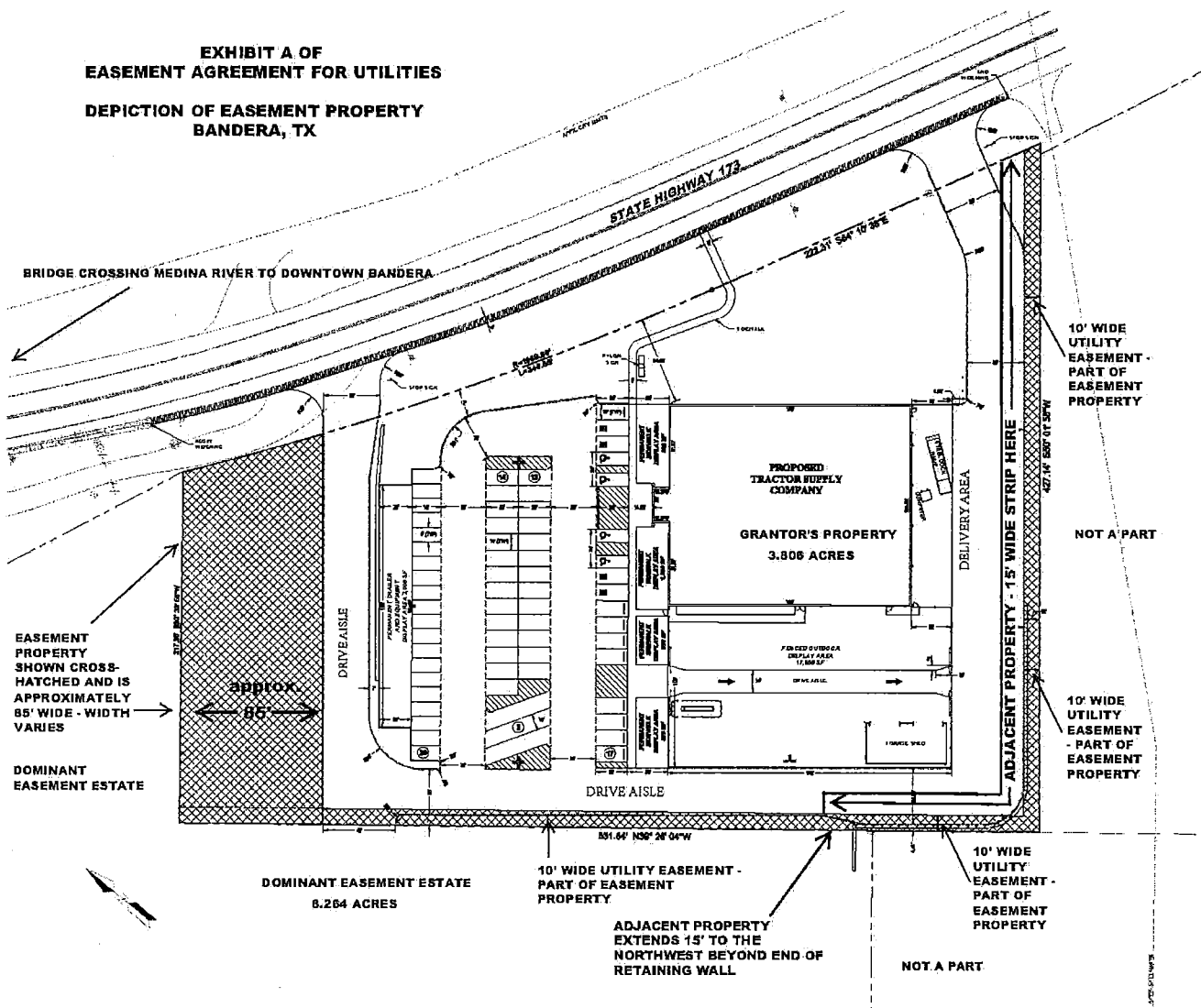


Exhibit B  
Description of Dominant Estate Property

A METES AND BOUNDS description of a certain 12.07 acre (525,752 square feet) tract or parcel of land, located in the City of Bandera, Bandera County, Texas, lying and being situated in the James L. Truehart Survey No. 36, Abstract Number 364, and being all of the called 11.647 acre tract of land conveyed by General Warranty Deed to The William H. Gray Family 1995 Trust executed May 24, 2007, recorded in Volume 783, Page 122, Official Records of Bandera County, Texas (O.R.B.C.). Said 11.647 acre tract of land being formerly known as a portion of a called 12.47 acre tract of land, and a portion of a 2.45 acre tract of land described in Warranty Deed to Gladys Nelwyn Carr executed May 19, 1969, recorded in Volume 134, Page 778, Deed Records of Bandera County, Texas (D.R.B.C.). Said 12.07 acre tract being more particularly described as follows, with all bearings based on the Texas Coordinates System of 1983, South Central Zone;

COMMENCING at a damaged TxDOT Type I monument found in the southwesterly right-of-way (R.O.W.) line of State Highway 173 S. (SH-173, Minimum 120' Variable Width R.O.W.) being the east corner of a called 1.08 acre tract of land conveyed by Warranty Deed to 2 Jenschke Kane, LLC dated February 27, 2015, recorded in Volume 1007, Page 536, O.R.B.C., and being common with the south corner of a called 0.195 acre R.O.W. Deed, recorded in Volume 96, Page 259, D.R.B.C.;

THENCE North 64°10'38" West, with the common line between said southwesterly R.O.W. line of SH-173 and the northeasterly line of said 1.08 acre tract, a distance of 115.28 feet to a point, said point marking the south corner of a called 2.150 acre R.O.W. Deed, recorded in Volume 96, Page 257, D.R.B.C., Texas, being common with the north corner of said 1.08 acre tract and marking the POINT OF BEGINNING of the herein described tract, from which a found 6" cedar post bears North 08°03'11" East, 0.99 feet;

THENCE South 50°01'58" West, with the northwesterly line of said 1.08 acre tract, passing at 6.95 feet a found 1/2-inch iron rod being the east corner of said 11.647 acre tract, continuing in all a distance of 427.14 feet to a found 5/8-inch iron rod with cap stamped "RPLS 4611" being in the northeasterly line of a called 2.38 acre tract of land conveyed by Warranty Deed with Vendor's Lien to Robert Winston Preston and Carol J. Preston, executed July 26, 1995, recorded in Volume 426, Page 349, O.R.B.C., Texas, marking the west corner of said 1.08 acre tract, same being the southerly most northeast corner of said 11.647 acre tract being common with the southerly most northeast corner of the herein described tract;

THENCE North 39°26'04" West, with said northeasterly line of said 2.38 acre tract being common with an easterly line of said 11.647 acre tract, a distance of 103.46 feet to a found 5/8-inch iron rod with cap stamped "RPLS 4611" marking the north corner of said 2.38 acre tract, same being the re-entrant corner of said 11.647 acre tract being common with the re-entrant corner herein described tract, from which a found 6-inch cedar post bears South 29°58'44" West, 0.67 feet;

[Legal description continues on next page.]

THENCE South 50°08'29"West, with the northwesterly line of said 2.38 acre tract being common with the southeasterly line of said 11.647 acre tract, a distance of 500.65 feet to a found 1/2-iron rod being in the northeasterly R.O.W. line of Old Hondo Road (No Record Found, R.O.W. Width Unknown) and marking the west corner of said 2.38 acre tract, said point being common with the south corner of said 11.647 acre tract and the south corner of the herein described tract, from which a found TxDOT Type I Monument bears South 40°17'47"East, 623.9 feet;

THENCE North 40°17'47"West, along said northwesterly R.O.W. Line, passing at 281.18 feet (0.45 feet left), a found disturbed 1/2-inch iron rod being a southwest corner of said 11.647 acre tract, continuing in all a distance of 594.28 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." marking the apparent intersection of Old Hondo Road and the southeasterly R.O.W. line of Lake Road (No Record Found, R.O.W. Width Unknown), same being the west corner of the herein described tract;

THENCE North 39°06'07"East, along said southeasterly R.O.W. of Lake Road, a distance of 473.77 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." being in the southeast line of a called 2.50 acre Deed to Bandera County, recorded in Volume Q-1, Page 548, D.R.B.C., Texas, said point marking the northwesterly most corner of the herein described tract;

THENCE North 70°30'55"East, a distance of 165.89 feet to a found damaged TxDOT Type I monument being in the southwesterly R.O.W. line of SH-173 and being the west corner of a called 0.109 acre R.O.W. Deed to Texas Highway Department, recorded in Volume 138, Page 695, D.R.B.C., Texas, same being common with a southwesterly corner of said 2.150 acre R.O.W. Deed and marking the north corner of the herein described tract;

THENCE South 67°30'56"East, with said southwesterly R.O.W. line of SH-173 same being common with the south line of said 0.109 acre R.O.W. Deed, passing at 116.78 feet (1.65 feet right) a found leaning TxDOT Type I Monument, continuing in all a distance of 226.45 to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." marking the beginning of a circular curve to the left;

THENCE along said curve to the left, having an arc length of 346.55 feet, a radius of 1969.86 feet, a chord bearing of South 59°08'16"East, a delta angle of 10°04'47", and a chord length of 346.10 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." in the southwest R.O.W. line of said SH-183, being common with a northeasterly line of the herein described tract and marking a point of tangency in said R.O.W. line;

THENCE South 64°10'38"East, with said southwest R.O.W. line of SH-173, a distance of 222.31 feet to the POINT OF BEGINNING, CONTAINING 12.07 acres (525,752 square feet) of land in Bandera County, Texas as shown on Drawing No. 11873 filed under Job No. 15001-0002-00 in the office of JONES|CARTER San Antonio, Texas.

[Legal description continues on next page.]

**LESS AND EXCEPT:**

A METES AND BOUNDS description of a certain 3.806 acre (165,767 square feet) partition tract, located in the City of Bandera, Bandera County, Texas, out of the James L. Truehart Survey No. 36, Abstract Number 364, and being a portion of a called 11.647 acre tract of land conveyed by General Warranty Deed to The William H. Gray Family 1995 Trust executed May 24, 2007, recorded in Volume 783, Page 122, Official Records of Bandera County, Texas (O.R.B.C.). Said 11.647 acre tract of land being formerly known as a portion of a called 12.47 acre tract of land, and a portion of a 2.45-acre tract of land described in Warranty Deed to Gladys Nelwyn Carr executed May 19, 1969, recorded in Volume 134, Page 778, Deed Records of Bandera County, Texas (D.R.B.C.). Said 3.806 acre tract being more particularly described as follows, with all bearings based on the Texas Coordinates System of 1983, South Central Zone;

COMMENCING at a damaged TxDOT Type I monument found in the southwesterly right-of-way (R.O.W.) line of State Highway 173 S. (SH-173, Minimum 120' Variable Width R.O.W.) being the east corner of a called 1.08 acre tract of land conveyed by Warranty Deed to 2 Jenschke Kane, LLC dated February 27, 2015, recorded in Volume 1007, Page 536, O.R.B.C., and being common with the south corner of a called 0.195 acre R.O.W. Deed, recorded in Volume 96, Page 259, D.R.B.C.;

THENCE North 64°10'38" West, with the common line between said southwesterly R.O.W. line of SH-173 and the northeasterly line of said 1.08 acre tract, a distance of 115.28 feet to a point, said point marking the south corner of a called 2.150 acre R.O.W. Deed, recorded in Volume 96, Page 257, D.R.B.C., Texas, being common with the north corner of said 1.08 acre tract and marking the POINT OF BEGINNING of the herein described tract, from which a found 6" cedar post bears North 08°03'11" East, 0.99 feet;

THENCE South 50°01'58" West, with the northwesterly line of said 1.08 acre tract, passing at 6.95 feet a found 1/2-inch iron rod being the east corner of said 11.647 acre tract, continuing in all a distance of 427.14 feet to a found 5/8-inch iron rod with cap stamped "RPLS 4611" being in the northeasterly line of a called 2.38 acre tract of land conveyed by Warranty Deed with Vendor's Lien to Robert Winston Preston and Carol J. Preston, executed July 26, 1995, recorded in Volume 426, Page 349, O.R.B.C., Texas, marking the west corner of said 1.08 acre tract, same being the southerly most northeast corner of said 11.647 acre tract being common with the southerly most northeast corner of the herein described tract;

THENCE North 39°26'04" West, with said northeasterly line of said 2.38 acre tract being common with an easterly line of said 11.647 acre tract, passing at 103.46 feet a found 5/8-inch iron rod with cap stamped "RPLS 4611" marking the north corner of said 2.38 acre tract, same being the re-entrant corner of said 11.647 acre tract being common with the re-entrant corner herein described tract, from which a found 6-inch cedar post bears South 29°58'44" West, 0.87 feet; continuing in all a distance of 531.64 feet over and across said 11.647 acre tract to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." for the west corner of the herein described tract;

[Legal description continues on next page.]



THENCE North 50°32'51" East, continuing over and across said 11.647 acre tract, a distance of 217.39 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." being in the southwesterly R.O.W. line of said SH-173 for the north corner of the herein described tract and marking the beginning of a circular curve to the left;

THENCE along said curve to the left, having an arc length of 346.55 feet, a radius of 1969.86 feet, a chord bearing of South 59°08'16" East, a delta angle of 10°04'47", and a chord length of 346.10 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." in the southwest R.O.W. line of said SH-173, being common with a northeasterly line of the herein described tract and marking a point of tangency in said R.O.W. line;

THENCE South 64°10'38" East, with said southwest R.O.W. line of SH-173, a distance of 222.31 feet to the POINT OF BEGINNING, CONTAINING 3.806 acres (165,767 square feet) of land in Banderia County, Texas as shown on Drawing No. 12005 filed under Job No. 15001-0002-00 in the office of JONES|CARTER San Antonio, Texas.

[End of Exhibit B]

Exhibit C  
Description of Grantor's Property

A METES AND BOUNDS description of a certain 3.806 acre (165,767 square feet) partition tract, located in the City of Bandera, Bandera County, Texas, out of the James L. Truehart Survey No. 36, Abstract Number 364, and being a portion of a called 11.647 acre tract of land conveyed by General Warranty Deed to The William H. Gray Family 1995 Trust executed May 24, 2007, recorded in Volume 783, Page 122, Official Records of Bandera County, Texas (O.R.B.C.). Said 11.647 acre tract of land being formerly known as a portion of a called 12.47 acre tract of land, and a portion of a 2.45-acre tract of land described in Warranty Deed to Gladys Nelwyn Carr executed May 19, 1969, recorded in Volume 134, Page 778, Deed Records of Bandera County, Texas (D.R.B.C.). Said 3.806 acre tract being more particularly described as follows, with all bearings based on the Texas Coordinates System of 1983, South Central Zone;

COMMENCING at a damaged TxDOT Type I monument found in the southwesterly right-of-way (R.O.W.) line of State Highway 173 S. (SH-173, Minimum 120' Variable Width R.O.W.) being the east corner of a called 1.08 acre tract of land conveyed by Warranty Deed to 2 Jenschke Kane, LLC dated February 27, 2015, recorded in Volume 1007, Page 536, O.R.B.C., and being common with the south corner of a called 0.195 acre R.O.W. Deed, recorded in Volume 96, Page 259, D.R.B.C.;

THENCE North 64°10'38" West, with the common line between said southwesterly R.O.W. line of SH-173 and the northeasterly line of said 1.08 acre tract, a distance of 115.28 feet to a point, said point marking the south corner of a called 2.150 acre R.O.W. Deed, recorded in Volume 96, Page 257, D.R.B.C., Texas, being common with the north corner of said 1.08 acre tract and marking the POINT OF BEGINNING of the herein described tract, from which a found 6" cedar post bears North 08°03'11" East, 0.99 feet;

THENCE South 50°01'58" West, with the northwesterly line of said 1.08 acre tract, passing at 6.95 feet a found 1/2-inch iron rod being the east corner of said 11.647 acre tract, continuing in all a distance of 427.14 feet to a found 5/8-inch iron rod with cap stamped "RPLS 4611" being in the northeasterly line of a called 2.38 acre tract of land conveyed by Warranty Deed with Vendor's Lien to Robert Winston Preston and Carol J. Preston, executed July 26, 1995, recorded in Volume 426, Page 349, O.R.B.C., Texas, marking the west corner of said 1.08 acre tract, same being the southerly most northeast corner of said 11.647 acre tract being common with the southerly most northeast corner of the herein described tract;

THENCE North 39°26'04" West, with said northeasterly line of said 2.38 acre tract being common with an easterly line of said 11.647 acre tract, passing at 103.46 feet a found 5/8-inch iron rod with cap stamped "RPLS 4611" marking the north corner of said 2.38 acre tract, same being the re-entrant corner of said 11.647 acre tract being common with the re-entrant corner herein described tract, from which a found 6-inch cedar post bears South 29°58'44" West, 0.67 feet; continuing in all a distance of 531.64 feet over and across said 11.647 acre tract to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." for the west corner of the herein described tract;

[Legal description continues on next page.]

THENCE North 50°32'51" East, continuing over and across said 11.647 acre tract, a distance of 217.39 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." being in the southwesterly R.O.W. line of said SH-173 for the north corner of the herein described tract and marking the beginning of a circular curve to the left;

THENCE along said curve to the left, having an arc length of 346.55 feet, a radius of 1969.86 feet, a chord bearing of South 59°08'16" East, a delta angle of 10°04'47", and a chord length of 346.10 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." in the southwest R.O.W. line of said SH-173, being common with a northeasterly line of the herein described tract and marking a point of tangency in said R.O.W. line;

THENCE South 64°10'38" East, with said southwest R.O.W. line of SH-173, a distance of 222.31 feet to the POINT OF BEGINNING, CONTAINING 3.806 acres (165,767 square feet) of land in Bandera County, Texas as shown on Drawing No. 12005 filed under Job No. 15001-0002-00 in the office of JONES|CARTER San Antonio, Texas.

[End of Exhibit C]

Filed for Record in:  
Bandera County

On: Aug 20, 2018 at 12:36P

As a  
Recording

Document Number: 00227119

Amount 98.00

Receipt Number - 139066

By:  
Carrie Boyd

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS  
COUNTY OF BANDERA

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 official records of:  
Bandera County  
as stamped hereon by me.

Aug 20, 2018

Candy Wheeler, County Clerk  
Bandera County