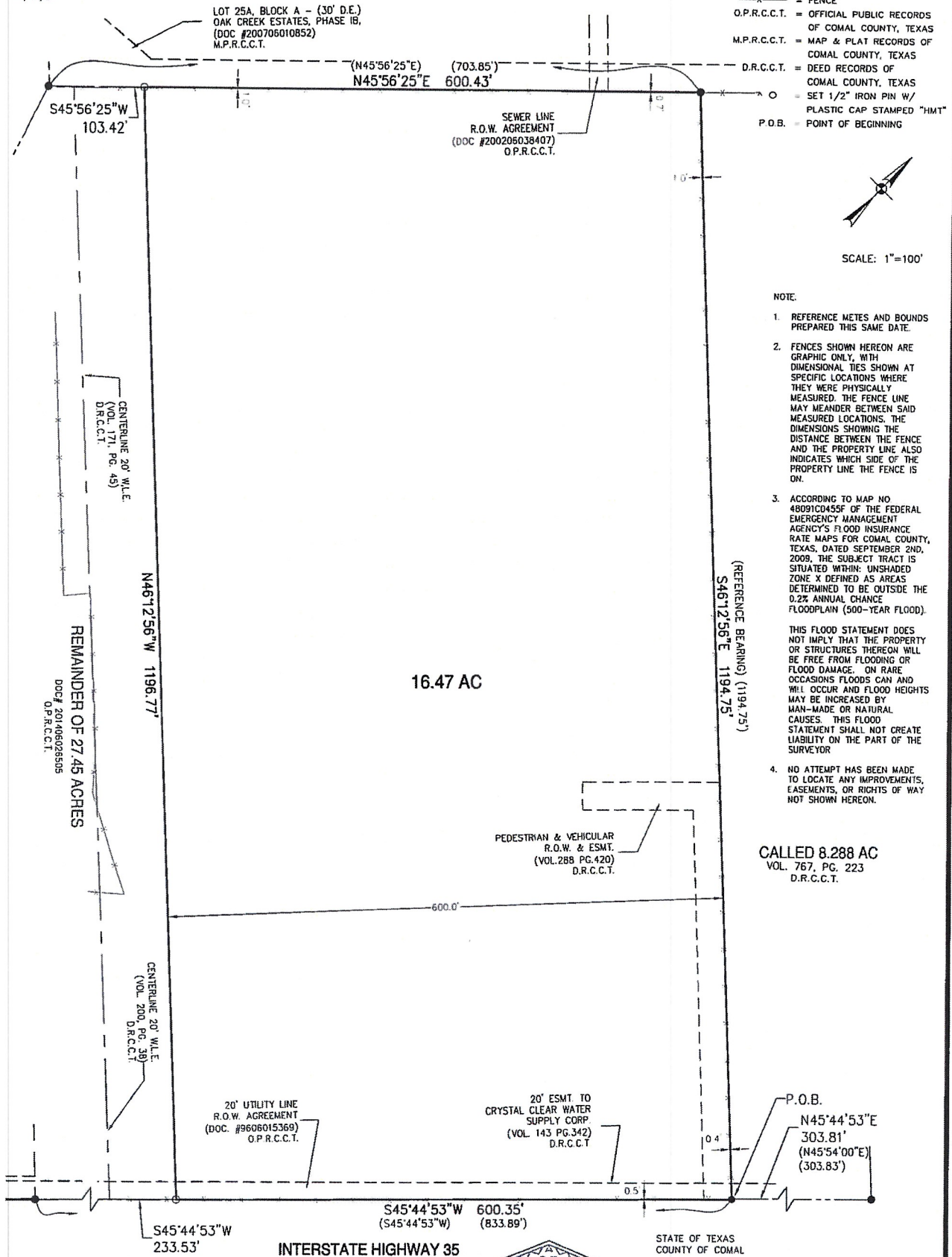


BEING A 16.47 ACRE TRACT, SITUATED IN THE ORILLA RUSSELL LEAGUE SURVEY NO. 2, ABSTRACT NO. 485, COMAL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 27.45 ACRE TRACT RECORDED IN DOCUMENT NO. 201406026505, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

REFERENCE PRESIDIO NATIONAL TITLE COMMITMENT, OF #2-161901, EFFECTIVE DATE 03/29/2016

LEGEND:

- = FND 1/2" IRON PIN
- W.L.E. = WATER LINE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- () = DEED CALLS
- X— = FENCE
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- M.P.R.C.C.T. = MAP & PLAT RECORDS OF COMAL COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS OF COMAL COUNTY, TEXAS
- = SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "HMT"
- P.O.B. = POINT OF BEGINNING



SCALE: 1"=100'

NOTE:

1. REFERENCE METES AND BOUNDS PREPARED THIS SAME DATE.
2. FENCES SHOWN HEREON ARE GRAPHIC ONLY, WITH DIMENSIONAL TIES SHOWN AT SPECIFIC LOCATIONS WHERE THEY WERE PHYSICALLY MEASURED. THE FENCE LINE MAY MEANDER BETWEEN SAID MEASURED LOCATIONS, THE DIMENSIONS SHOWING THE DISTANCE BETWEEN THE FENCE AND THE PROPERTY LINE ALSO INDICATES WHICH SIDE OF THE PROPERTY LINE THE FENCE IS ON.
3. ACCORDING TO MAP NO. 48091CD455F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COMAL COUNTY, TEXAS, DATED SEPTEMBER 2ND, 2009, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (500-YEAR FLOOD).

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

REFERRED BEARING) (1194.75')
S46°12'56"E 1194.75'

CALLLED 8.288 AC
VOL. 767, PG. 223
D.R.C.C.T.

HMT
ENGINEERING & SURVEYING

410 N. SECUNAV AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555
TBPLS FIRM 10153600

4165 NORTH IH35
NEW BRAUNFELS, TX

THIS SURVEY IS CERTIFIED TO:
RONALD C. HOOVER,
PRESIDIO TITLE
INSURANCE COMPANY



STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND ALL OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN

THIS 14TH DAY OF APRIL 2016

MARK F. CONLAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6342

EXHIBIT - "A"



410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPE FIRM F-10961

METES AND BOUNDS DESCRIPTION FOR A 16.47 ACRE TRACT OF LAND

Being a 16.47 acre tract of land out of the Orilla Russell League Survey No. 2, Abstract No. 485, Comal County, Texas, and being a portion of a tract of land called 27.45 acres, described in Document No. 201406026505, Official Public Records, Comal County, Texas, said 16.47 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2" iron pin found in the Northwesterly right-of-way line of Interstate Highway 35, being the South corner of a called 8.288 acre tract, recorded in Volume 767, Page 223, Deed Records, Comal County, Texas, common with the East corner of the said 27.45 acre tract and the herein described tract, from which a 1/2" iron pin found for the Southeast corner of the said 8.288 acre tract, bears N 45°44'53" E a distance of 303.81 feet;

THENCE along the Northwesterly right-of-way line of Interstate Highway 35, common with the Southeasterly line of said 27.45 acre tract, S 45°44'53" W a distance of 600.35 feet to a 1/2" iron pin (with cap stamped "HMT") set for the South corner of the herein described tract, from which 1/2" iron pin found in the Southeasterly line of said 27.45 acre tract bears S 45°44'53" W a distance of 233.53 feet;

THENCE across said 27.45 acre tract, N 46°12'56" W a distance of 1196.77 feet to a 1/2" iron pin (with cap stamped "HMT") set in the Southeasterly line of Lot 25A, Block A, Oak Creek Estates, Phase IB, recorded in Document No. 200706010852, Official Public Records, Comal County, Texas, common with the Northwesterly line of said 27.45 acre tract, for a Northwesterly corner of the herein described tract, from which a 1/2" iron pin found for an Southwesterly corner of said Lot 25A, Block A, common with a corner of said 27.45 acre tract, bears S 45°56'25" W a distance of 103.42 feet;

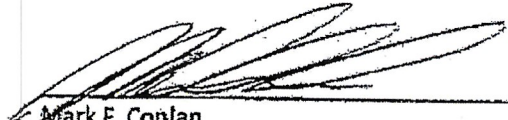
THENCE along the common line of said Lot 25A, Block A, Oak Creek Estates, Unit IB, and said 27.45 acre tract, N 45°56'25" E a distance of 600.43 feet to a 1/2" iron pin found for the Northwesterly corner of said 8.288 acre tract, common with the Northeasterly corner of said 27.45 acre tract;

THENCE along the Southwesterly line of said 8.288 acre tract, common with the Northeasterly line of said 27.45 acre tract, S 46°12'56" E a distance of 1194.75 feet to the POINT OF BEGINNING and containing 16.47 acres of land in Comal County, Texas.

Bearings are based upon a call of N 46°12'56" E along the Northeasterly line of said 27.45 acre tract.

Surveyed this the 21st day of April, 2016.

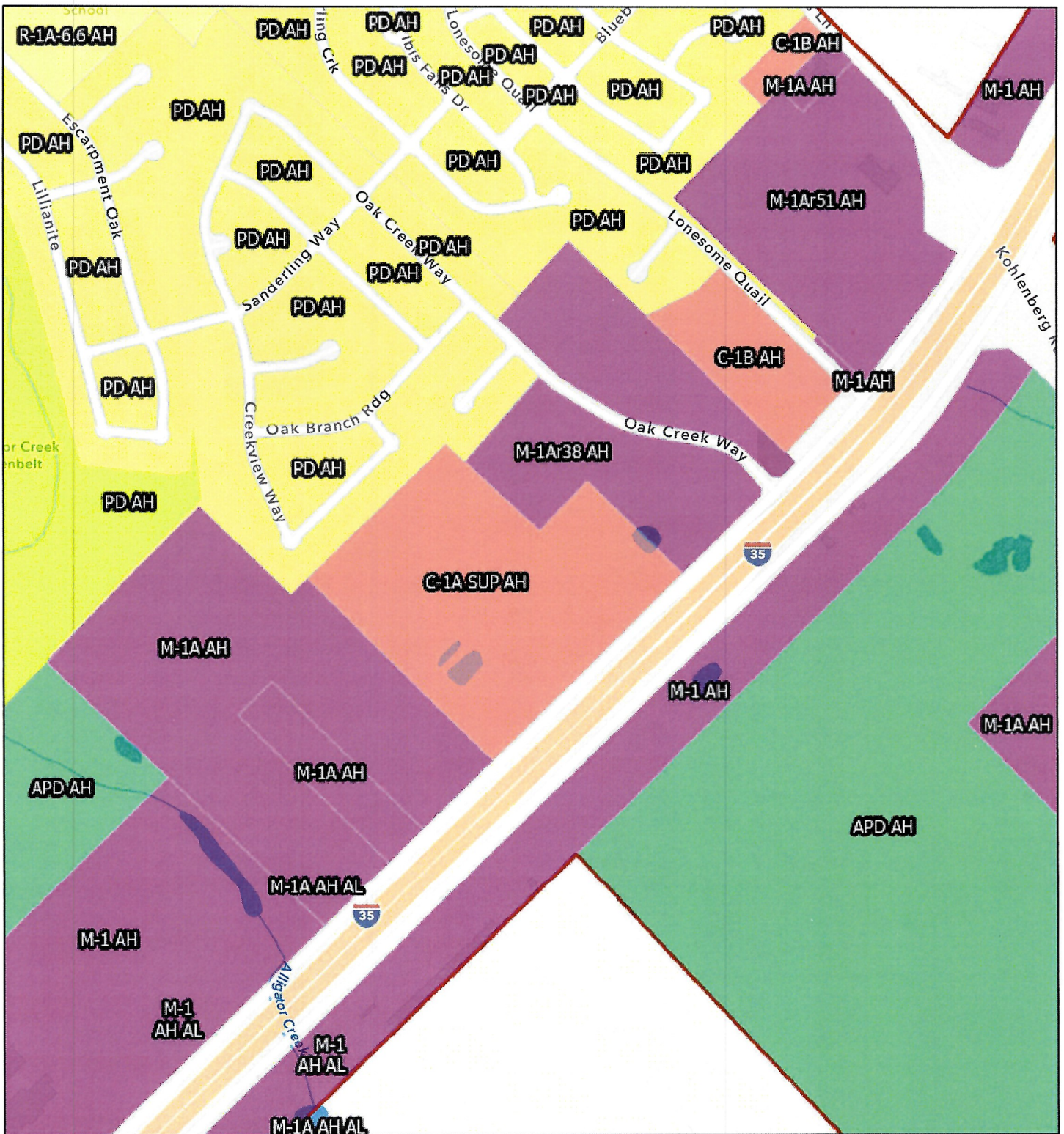
Reference survey of said 16.47 tract of land prepared this same date.


Mark F. Conlan
Registered Professional Land Surveyor No. 6342



S:\Projects\Title Surveys\Russell, Orilla League No.2\8.228 ac, 17 ac, 40' Esmt.- Ronald Hoover\16-0345 - 17 ac Tract\16.47AC M&B-
Checked-CE-4-21-16.docx

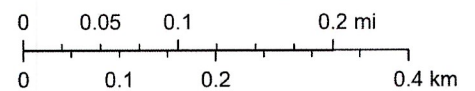
ArcGIS Web Map



10/22/2024, 1:15:32 PM

1:9,028

Zoning	M-1	Zoning Labels
APD	M-1A	ETJ
C-1A	PD	City Limits
C-1B	R-1A-6.6	City Limits



Esri Community Maps Contributors, City of New Braunfels, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

ArcGIS Web AppBuilder

Esri Community Maps Contributors, City of New Braunfels, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph.

RE: IH-35 Property Utilities

AW

Adam Willard, P.E. <awillard@nbutexas.com>

Fri, 18 Oct 2024 10:33:48 AM -0500 ◊

To "Randy Schriever" <randy.schriever@c21thehills.com>

Cc "Zann Michael Schriever" <zann.schriever@c21integra.com>

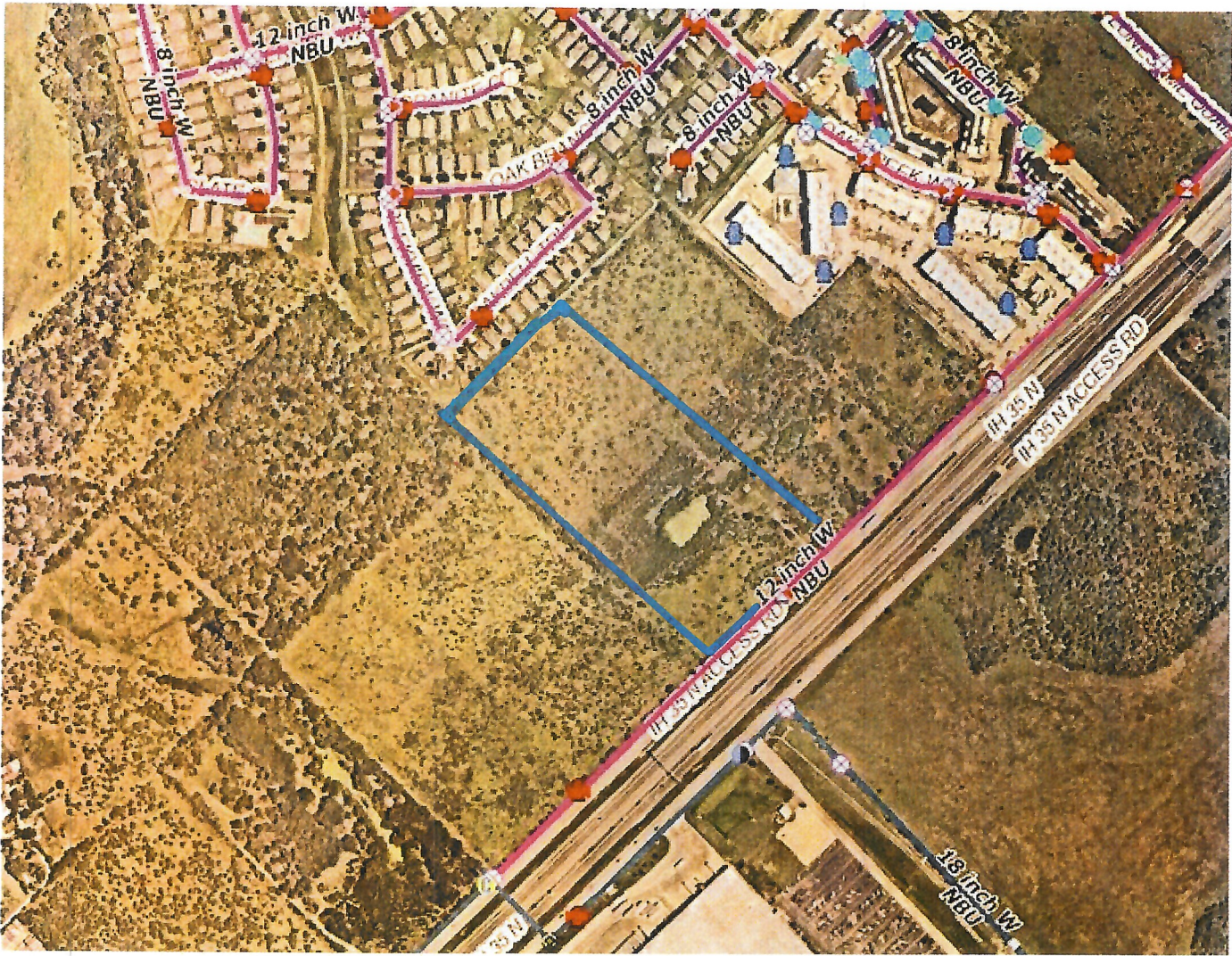
Hello Randy –

This area is served by NBU for Water, Sewer, and Electric. Available capacity to serve will depend on the demands requested.

An 18" sewer line runs along the south side and an 8" sewer line along IH35.



For water, a 12" waterline runs along IH 35.



Adam Willard, P.E.
Chief Engineer of Water Systems
355 FM 306 | New Braunfels, Texas 78130
awillard@nbutexas.com | 830.608.8943



1/c



STATE OF TEXAS §
 §
COUNTY OF COMAL §

JOINT USE EASEMENT AGREEMENT

THIS JOINT USE EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made this ____ day of November, 2021, by and between MST-35 #6, LLC ("Seller") and Ronald C. Hoover, ("Buyer").

RECITALS:

A. Seller is the owner of the following property located in Comal County, Texas (the "Seller Tracts"):

Approximately 27.45 acres described in Document No. 201406026505, Official Public Records, Comal County, Texas.

B. Seller is selling approximately 16.47 acres out of the property described above to Buyer (the "Buyer Tract").

C. Seller and Buyer desire to impose a joint access easement over the two tracts for the mutual and reciprocal benefit and compliment of these two tracts and the present and future owners, lessees, and occupants thereof, on the terms and conditions set forth below.

In consideration of the benefits to be realized by such joint use and the covenants set forth herein, Seller and Buyer do hereby declare and agree that the Seller Tract and the Buyer Tract shall be held, owned, maintained, sold and used in compliance with and subject to this Agreement and Seller and Buyer on behalf of themselves and their successors and assigns covenant and agree as follows:

1. Easement. Easement Appurtenant to the Buyer Tract and the Seller Tract. Seller and Buyer do hereby grant and create for the benefit of each of the owners and lessees from time to time of the Buyer Tract and the Seller Tract and the customers, employees and invitees of such owners and lessees, a non-exclusive forty foot (40') joint access easement, comprised of twenty feet (20') from the Buyer Tract and twenty feet (20 ft') from the retained portion of Seller Tract, appurtenant to each of the Tracts for the purpose of passage and use for walking upon and driving vehicles upon, over and across all those sidewalks, entrances, driveways, and other pedestrian and vehicular ingress and egress areas that are located on the Tracts (The "Easement"). The foregoing Easement shall not include the right to stop vehicles in the driveway and lanes on each Tract and shall be subject to all posted speed limits, posted directional lanes, posted stop signs and reasonable size and load factors with respect to vehicles using the driveways. The use of such areas at all times shall be in compliance with all appropriate governmental regulations and shall not unreasonably diminish, impair or interfere with use of the Tracts by the owners or Lessees of either Tract, or the use of the

customers, employees and invitees of such owners and lessees with respect to ingress and egress of vehicles and pedestrians to and from adjacent public streets or roadways and the improvements of either Tract. Furthermore, Buyer does hereby grant and create for the benefit of each of the owners and lessees from time to time of the Seller Tracts and the customers, employees and invitees of such owners and lessees, a non-exclusive easement for the purpose of passage and use for walking upon and driving vehicles upon, over and across all those sidewalks, entrances, driveways, and other pedestrian and vehicular ingress and egress areas that are located on the Buyer Tract.

2. Location of the Easement. The exact location of the forty foot (40') easement is shown on Exhibit "B" (for illustration purposes only) attached hereto and incorporated herein by reference and is described as follows:

Being a 1.09 acre Shared Access Easement out of the Orilla Russel League Survey No. 2, Abstract No. 485, Comal County, Texas and being a portion of a tract of land called 27.45 acres, described in Document No. 201406026505, Official Public Records, Comal County, Texas, said 1.09 acres Shared Access Easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

3 Unimpaired Access. Seller and Buyer, their successors, lessees and assigns covenant and agree that, except as incidental to and temporarily during the construction of or repair to any facility located on the Seller Tract or the Buyer Tract, no barriers, impediments or obstructions of any kind shall be erected, built or placed on either Tract that may impede or hinder the free flow of traffic between the properties.

4. Reimbursement of the Costs of Improvements. In the event that Buyer hereby constructs a roadway over the herein described Easement prior to Seller or its successors construct roadway improvements over the Easement, Seller hereby agrees to reimburse Buyer for fifty percent (50%) of the costs of improvements made by Buyer over the Easement only. In the event that Seller hereby constructs a roadway over the herein described Easement prior to Buyer or its successors construct roadway improvements over the Easement, Buyer hereby agrees to reimburse Seller for fifty percent (50%) of the costs of improvements made by Seller over the Easement only. No improvement or modification may be made on or to the Easement by Buyer or Seller: (1) without advance written approval of the proposed improvement or modification by both Buyer and Seller, (2) the receipt of at least three bids from qualified contractors for the construction of the improvement or modification, and (3) the advance written approval of the contract for the construction of any improvement or modification by both Buyer and Seller.

5 Maintenance of Improvements. The owners or lessees of the Seller Tract and the Buyer Tract shall maintain all improvements on such owner's or lessee's respective property in good order and repair at all times, including paving and striping of the parking lot, snow and trash removal. All work performed on the easement areas described herein shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances.

6 Indemnification. (a) The record title holder of the Buyer Tract and the successors-in- title, assigns and lessees of such Tract (collectively, "Buyer Tract Parties") shall

indemnify and hold harmless the record title holder of the Seller Tract, its successors, assigns, lessees, and invitees (collectively "Seller Tract Parties") from and against any damage, claims, losses or liabilities sustained by any Buyer Tract Lot Parties, or their property, arising from the use of the easement on the Seller Tracts by any Buyer Party; (b) the Seller Tract Parties shall indemnify and hold harmless Buyer Parties from and against any damage, claims, losses or liabilities sustained by any Seller Tract Parties, or their property, arising from the use of the easement on Buyer Tract by any Seller Tract Party.

7 Covenants Running with the Land. The easement and restrictions provided for herein shall be effective upon the date hereof, shall run with the land, and shall constitute reciprocal benefits to and burdens upon each of Tracts. The easement and agreements provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in- title, assigns, heirs and lessees of Seller and Buyer and the customers, employees and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Tracts, or any of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

8 Certifications. Upon the written request of the owner or lessee of any of said Tracts, the then owner or lessee of any Tract, or any portion thereof, shall execute and deliver, within thirty (30) days after receipt of such request, a certificate certifying that there are no known defaults on the part of any other owner or lessee whose property is subject to this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement or if there are, specifying the particulars of such setoffs or defenses.

9 Amendments. This Agreement may be amended only by a written instrument duly executed by each owner of the Seller Tract and the Buyer Tract.

10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas.

12 Enforcement. The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement.

13 Recording. This Agreement shall be recorded in the appropriate office for the recordation of real estate conveyances in Comal County, Texas.

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officers of Buyer and by Seller on the day and year first above written.

SELLER

MST-35 #6, LLC, a Texas limited liability company

By: [Signature]

Print: Michael Turner

Title: Managing Member

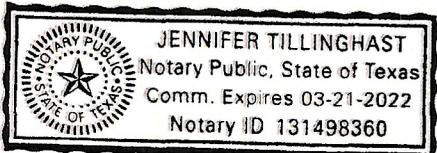
BUYER

By: [Signature]
Ronald C. Hoover

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on November 14, 2021, by Michael S. Turner, Manager of MST-35 #6, a Texas limited liability company, on behalf of said company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

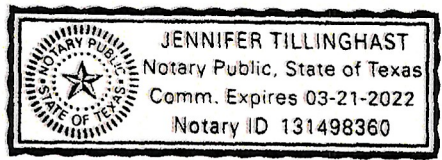


STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 16th day of November, 2021, by Ronald C. Hoover.



NOTARY PUBLIC, STATE OF TEXAS



After recording please return to:
MST-35 #6, LLC
Attn: Michael S. Turner
940 Eikel
New Braunfels, Texas 78132

EXHIBIT "B"

40' SHARED ACCESS EASEMENT

REFERENCE METES AND BOUNDS DESCRIPTION PREPARED THIS SAME DATE.

BEARINGS ARE BASED UPON A CALL OF S 45°44'53"W ALONG THE SOUTHWEST LINE OF SAID 27.45 ACRE TRACT.

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

N45°56'25"E 40.03'

LOT 25A, BLOCK A - (30' D.E.)
OAK CREEK ESTATES, PHASE IB,
(DOC #200706010652)
M.P.R.C.C.T.



SCALE: 1"=100'

LEGEND:

- = FND 1/2" IRON PIN
- R.O.W. = RIGHT-OF-WAY
- () = DEED CALLS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- M.P.R.C.C.T. = MAP & PLAT RECORDS OF COMAL COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS OF COMAL COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- D.E. = DRAINAGE EASEMENT

N46°12'56"W 1196.84'

S46°12'56"E 1196.70'

27.45 ACRES
DOC# 201406026505
O.P.R.C.C.T.

PROPOSED 16.47 AC TRACT

1.09 ACRE SHARED ACCESS ESMT.

CALLED 8.288 AC
VOL. 767, PG. 223
D.R.C.C.T.



20.0'

20.0'

P.O.C.

P.O.B.

S45°44'53"W
213.52'

S45°44'53"W
40.02'

S45°44'53"W
580.34'
(S45°44'53"W)
(833.89')

INTERSTATE HIGHWAY 35
(VARIABLE WIDTH ROW)

[Handwritten signature]

Survey No. 51764001 (2016) - Surveyed: 04/21/16. 11.25. 12.25. 13.25. 14.25. 15.25. 16.25. 17.25. 18.25. 19.25. 20.25. 21.25. 22.25. 23.25. 24.25. 25.25. 26.25. 27.25. 28.25. 29.25. 30.25. 31.25. 32.25. 33.25. 34.25. 35.25. 36.25. 37.25. 38.25. 39.25. 40.25. 41.25. 42.25. 43.25. 44.25. 45.25. 46.25. 47.25. 48.25. 49.25. 50.25. 51.25. 52.25. 53.25. 54.25. 55.25. 56.25. 57.25. 58.25. 59.25. 60.25. 61.25. 62.25. 63.25. 64.25. 65.25. 66.25. 67.25. 68.25. 69.25. 70.25. 71.25. 72.25. 73.25. 74.25. 75.25. 76.25. 77.25. 78.25. 79.25. 80.25. 81.25. 82.25. 83.25. 84.25. 85.25. 86.25. 87.25. 88.25. 89.25. 90.25. 91.25. 92.25. 93.25. 94.25. 95.25. 96.25. 97.25. 98.25. 99.25. 100.25.