

**Easement Agreement for Access**

**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

**I. DEFINED TERMS**

**Grantor Property:** The real property located in the City of Bandera, Bandera County, Texas, owned by or to be owned by Grantor consisting of 3.806 acres of real property and described on Exhibit A attached hereto.

**Grantee Property:** The real property located in the City of Bandera, Bandera County, Texas, owned by Grantee consisting of 8.264 acres of real property and described on Exhibit B attached hereto.

**Easement Property:** The portions of the Grantor Property consisting of the most northwestern access driveway and drive aisle (closest to the bridge crossing the Medina River) connecting the Grantee Property to State Highway 173, a public roadway, and as depicted on Exhibit C attached hereto. The paved improvements on the Easement Property are referred to in this agreement as the "Easement Improvements"; however any paved improvements outside of the generally depicted area identified as "Easement Property" on Exhibit C are not part of the Easement Improvements and are excluded from the provisions of maintenance reimbursements by Grantee in paragraph 5(d) of this agreement. The paved improvements shall be constructed and paved so as to meet commercially reasonable and local applicable contractor's specifications for such structures.

**Easement Purpose:** For providing free and uninterrupted vehicular and pedestrian ingress to and egress on, over, across and from the Easement Property, to and from State Highway 173, a public roadway, and the Grantee Property. The Easement Purpose expressly excludes use of the Easement Property for ingress and egress of construction vehicles and construction equipment accessing the Grantee Property. Neither Grantee nor Grantee's agents, contractors, licensees, or other invitees are permitted to use the Easement Property for ingress and egress of construction vehicles or construction equipment.

**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.

**Permittees:** The term "Permittees" shall mean (i) the employees, licensees, agents, contractors, vendors, suppliers, customers, and invitees of any party hereto; and (ii) any party's tenants' respective employees, licensees, concessionaires, subtenants, assignees, agents, contractors, vendors, suppliers, customers, and invitees.

**TSC:** As of the Effective Date, Grantor has leased all or a portion of the Grantor Property to Tractor Supply Co. of Texas, LP, a Texas limited partnership. Tractor Supply Co., a Texas limited partnership, together with its lease guarantor, Tractor Supply Company, a Delaware corporation, and their respective successors and assigns are referred to herein collectively as "TSC". TSC's address for purposes of this easement is: Tractor Supply Company, Attn: Lease Administration, 5401 Virginia Way, Brentwood, TN 37027.

## II. GRANT OF EASEMENT

**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 and Easement Improvements for the Easement Purpose, and for the benefit of the Grantee Property and Grantee, 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.

## III. 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 and runs with all or any portion of the Grantee Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Grantee Property. The Easement is nonexclusive and irrevocable. Grantee and Grantee's heirs, successors, assigns and any other party who at any time

after the Effective Date owns the Grantee Property, or any portion thereof, in fee simple shall be a "Holder" under this agreement. No Holder may assign, transfer, grant a subeasement of, or otherwise convey its right to use the Easement to any party other than its tenant or another Holder; further the Easement may not be used by any party to access or benefit any property other than the Grantee Property.

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

3. *Reservation of Rights.* Grantor reserves for Grantor the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with, materially interrupt, or obstruct the use or enjoyment of the Easement by Grantee for the Easement Purpose; and furthermore, Grantor specifically reserves the right to use the Easement Property as ingress and egress to serve TSC's facilities and to include the Easement Property in the premises leased to TSC. Grantor reserves for Grantor the right to use all or part of the Easement and the right to convey to others the right to use all or part of the Easement.

4. *Use of Easement by Permittees.* The Permittees shall have the right to use the Easement for the Easement Purpose; provided, however, this agreement does not confer any other rights for the benefit of the Permittees. Permittees have no right to assign, pledge, transfer or otherwise convey their right to use the Easement for the Easement Purpose.

5. *Construction and Maintenance of Easement Property.*

(a) Construction of the Easement Improvements. Grantor shall have the sole right to construct Easement Improvements on the Easement Property. All matters concerning the configuration, construction and installation of the Easement Improvements on, under, over and across the Easement Property are at Grantor's sole discretion, cost and expense. Grantee shall, at its sole cost and expense, remove any fence or barricade on the south side of the Easement Property and abutting the Easement Property in the event that Grantee desires to use the Easement Property for the Easement Purpose.

(b) Maintenance of the Easement Property and Easement Improvements before Grantee Construction. During the time period before Grantee commences construction on Grantee Property ("Grantee Construction") Grantor, at its sole cost and expense, shall at all times maintain, or cause to be maintained, the Easement Property and Easement Improvements in a neat and clean and commercially reasonable condition for an access roadway to a first-class commercial development. Maintenance obligations shall include, without limitation, maintaining, repairing and replacing the surface of any access drives, curb cuts, and roadway areas; striping (if required); landscaping; removing snow and ice, papers, debris and other refuse.

(c) Maintenance of the Easement Improvements after Grantee Construction. After the commencement of Grantee's Construction, and except as permitted in paragraph 5(f) of this agreement, maintenance and repair of the Easement Property and the Easement Improvements shall be the sole obligation of Grantor subject to reimbursement as described in paragraph 5(d) of this agreement. The Easement Property and Easement Improvements shall be maintained in a neat and clean and commercially reasonable condition for an access roadway to a first-class commercial development. Maintenance obligations shall include, without limitation,

maintaining, repairing and replacing the surface of any access drives, curb cuts, and roadway areas; striping (if required); landscaping; removing snow and ice, papers, debris and other refuse.

(d) Maintenance Reimbursements. The cost of maintaining and repairing the Easement Property and the Easement Improvements shall be borne by Grantor but shall be subject to reimbursement as follows: Grantee and Holder(s) shall reimburse Grantor for 100% of all maintenance and repair expenses for the Easement Property and the Easement Improvements within thirty (30) days of receipt of a statement from Grantor describing the expense and attaching reasonable evidence of the nature and amount of the expense (the "Grantee Maintenance Reimbursement"). If the Grantee Maintenance Reimbursement is not paid within fifteen (15) days after the payment due date, then Grantor may assess against Grantee or Holder a late fee in the amount of \$250 (which is a fee to defray administrative costs and not a penalty) and interest calculated on a per diem bases at the rate of 10% per annum. Holders shall be obligated to provide their notice and contact information to Grantor for purposes of receiving statements for the Grantee Maintenance Reimbursement. Holders shall be jointly and severally liable to Grantor for the Grantee Maintenance Reimbursement, and Grantor shall be permitted to pursue its remedies for nonpayment of the Grantee Maintenance Reimbursement against Holders on a joint and several basis. If any Holder determines that it does not require the right to use the Easement Property for access to its portion of the Grantee Property, then such Holder may send a written notice of such fact to Grantor and request that Grantor amend this agreement to exclude the portion of the Grantee property owned by such Holder from the definition of "Grantee Property." Upon receipt of such a written notice, Grantor shall have the right to make reasonable requests of documents and information from the notifying Holder to confirm that the portion of the Grantee Property owned by such Holder does not use the Easement Property for the Easement Purpose. After completing its review, Grantor, at Grantor's sole discretion, may prepare a form of amendment to this agreement to exclude the notifying Holder's portion of the Grantee Property from this agreement. Such amendment shall not alter the Grantee's percentage share of maintenance and repair expenses set forth above, and during any period where TSC is the tenant of the Grantor Property, TSC must approve such amendment prior to Grantor's execution. If requested by Grantor, such Holder shall, prior to Grantor executing such amendment, pay Grantor's reasonable expenses, including attorneys' fees, associated with conducting its review and preparing the amendment form.

(e) Grantor and Grantee covenant and agree that neither will take any action that will prevent continuous and reasonable vehicular access from the Easement Property to and from State Highway 173, including during the performance of maintenance or repair activities.

(f) If Grantor fails to maintain the Easement Property and the Easement Improvements as required in this agreement, such failure shall be a default under this agreement, and after complying with the notice and cure requirements of paragraph 6(b), Grantee or Holder may enter upon the Easement Property and complete such required maintenance at its cost subject to the reimbursement remedy in paragraph 6(b) and its covenant in paragraph 6(e).

(g) In the event of damage to the Easement Infrastructure resulting from casualty, Grantor (or TSC if TSC is carrying the property insurance coverage) shall be solely

responsible for the cost of restoring the Easement Infrastructure to a similar condition as existed prior to the casualty event.

6. *Enforcement.*

(a) Means 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) Default; 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 ten (10) 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 reasonably expended for that purpose or which otherwise may be due by the defaulting party under this agreement shall be paid within thirty (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 6(a), such remedies being cumulative and not exclusive. No party shall have the right to seek the termination of this agreement or any equivalent remedy.

(c) Emergencies. In the case of an emergency where the Easement Property has become unusable for the Easement Purpose, Holder, at its election, may remedy the condition in a reasonable manner, and any amounts expended for that purpose shall be paid by Grantor within thirty (30) days after demand.

(d) Enforcement by TSC. Notwithstanding anything to the contrary in this agreement, so long as TSC is the tenant of the Grantor Property, TSC shall be an Enforcement Party having the right to cure any default of Grantor, and shall have the right to enforce this agreement on behalf of Grantor in the same manner that Grantor could enforce the agreement in the event that Grantor fails to exercise such rights.

7. *Attorneys' Fees.* If any party with rights to enforce this agreement retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, tenants, 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 non-defaulting 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 or equity.

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 Grantor Property or Grantee 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. *Insurance.*

(a) Grantor shall carry and maintain, or cause TSC to carry and maintain, property insurance insuring the Easement Property, including the Easement Infrastructure, against all perils covered by the causes of loss - special form (all risk). Such insurance shall be written on a replacement cost basis with an agreed value equal to the full insurable replacement value of the portion of the Easement Infrastructure. All such policies shall name Grantor, Grantee and TSC (so long as TSC's lease of the Grantor Property remains in effect) as loss payees, as their interests may appear. Certificates of insurance evidencing such coverage shall be provided by the insuring party to Grantor, Grantee and TSC (as the case may be) upon request.

(b) Grantor and Holder must each maintain commercial general liability insurance on an occurrence form including contractual liability, personal and bodily injury, and property damage insurance, with a combined single limit of not less than \$2,000,000 per occurrence and an aggregate of \$4,000,000. Grantee's insurance policy must name Grantor and

TSC (so long as TSC's lease of the Grantor Property remains in effect) as additional insured parties. Grantor's insurance policy must name Grantee as an additional insured party. Certificates of insurance evidencing these requirements shall be provided to the requesting party and/or TSC within ten (10) days of receipt of written request, but not more than twice during a policy period.

15. *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.

16. *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 paragraph headings in this agreement are for reference only and are not intended to restrict or define the text of any paragraph. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *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) on the third business day after same is 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. All notices delivered to Grantor must also be delivered to TSC until such time as Grantor notifies Grantee in writing that TSC is no longer the tenant of Grantor on the Grantor Property. Any address for notice may be changed by written notice delivered as provided herein. If a Holder fails to provide its address under this agreement, then notice given to the prior Holder is deemed to be sufficient notice to the current Holder.

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

19. *No Partnership.* This agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the any of the parties hereto or the fee simple owners of the Grantor Property and the Grantee Property, and their respective tenants, licensees or occupants.

20. *Effect of Assignment.* If a party to this agreement (the "Transferring Party") sells, transfers, or otherwise conveys its interest in and to its property subject to this agreement, then such Transferring Party (but not its property burdened hereby) shall be released from all further future duties, obligations and liabilities accruing under this agreement from and after the date of such transfer.

21. *No Public Dedication.* Nothing herein contained shall be deemed to be a gift or dedication of any part of the Easement Property to the public, or for the public or for any public

purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to and for the purposes herein expressed.

22. *Agreement for the Exclusive Benefit of the Parties.* Notwithstanding anything to the contrary contained herein, this agreement is not intended to confer any benefit upon any person, party or entity other than Grantor, Holder, TSC, and any tenants of Grantor or Holder, and their respective heirs, successors or assigns. 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. *Time.* Time is of the essence with respect to the performance of each of the terms, provisions, covenants and conditions contained in this agreement. 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.

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

A. Grantor owns or will own 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.

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

A. Grantee owns or will own good and indefeasible title to the Grantee 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 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 Grantee in accordance with its terms; and

F. Grantee is not the subject of any bankruptcy, insolvency or probate proceeding.

26. *Estoppel Certificate.* Within ten (10) days following delivery of written request from any fee simple owner of the Grantor Property or the Grantee Property, the fee simple owner who is the receiving party of such request, 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 hereunder 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.

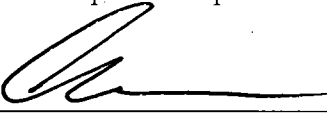
27. *Recording.* The Parties agree that Grantor shall cause this agreement to be recorded in the official public records of in the county or counties to which the Easement Property is located.

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EXECUTED TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

**GRANTOR:**

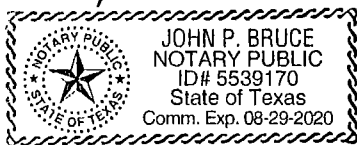
Placekeeper II, Inc., a Texas corporation, as the exchange accommodation titleholder in a qualified exchange accommodation arrangement for JW Bandera I, Ltd., a Texas limited partnership


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 Austin  
401 Congress Ave., Ste. 1500  
Austin, TX 78701

GRANTEE:

JW BUNA, LTD.,  
a Texas limited partnership,

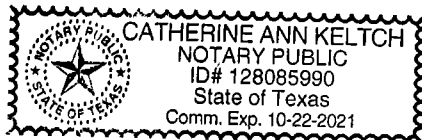
BY: JW BUNA GP, LLC, a Texas limited liability company,  
the sole general partner  
806 Avenue U  
Marble Falls, Texas 78654

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.



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

Exhibit A  
Description of Grantor 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 84°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 Banderita 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 A]

Exhibit B  
Description of Grantee 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-inch 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, 0.67 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.]



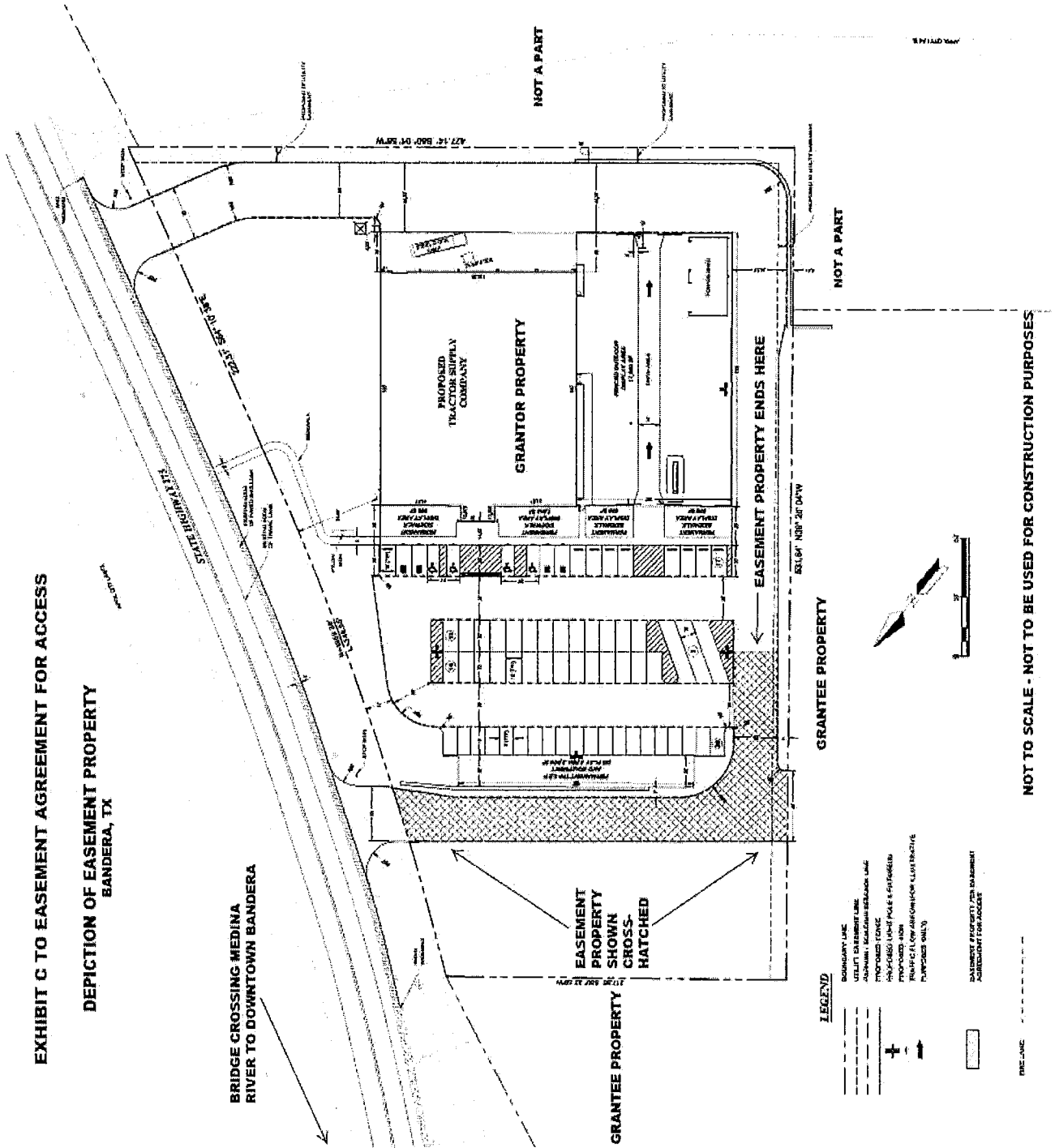
THENCE North 50°32'51" East, continuing over and across said 11.647 acre tract, a distance of 217.39 feet to a set 1/2-inch iron rod with cap stamped "Jones|Carter Prop. Corn." being in the southwesterly R.O.W. line of said SH-173 for the north corner of the herein described tract and marking the beginning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

Exhibit C  
Depiction of the Easement Property



Filed for Record in:  
Bandera County

On: Aug 20, 2018 at 12:35P

As a  
Recording

Document Number: 00227118

Amount 94.00

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

Aug 20, 2018

Candy Wheeler, County Clerk  
Bandera County