

STATE OF TEXAS           §  
                                      §           Exhibit C  
 COUNTY OF WEBB       §

**SECOND AMENDMENT TO THE DECLARATION  
 OF COVENANTS, CONDITIONS, AND  
 RESTRICTIONS FOR BLAS-PENA RANCHETTES**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration" or "Restrictions") is made by El Bosal Legacy Development 1, Ltd., a Texas limited partnership (the "Declarant/Grantor"), with respect to 586.59 acres, more or less described by metes and bounds on Exhibit A attached hereto and incorporated herein which will be divided into Tracts 1 through 17, identified and described in Exhibit B, hereto attached (individually referred to as a "Tract" or collectively as the "Tracts" or all of the Tracts in Exhibit B collectively referred to as the "Property"). The fifty foot (50') shared access easement described by metes and bounds on Exhibit C and by survey on Exhibit D and referenced on Exhibit B shall grant access to Highway 83 to the tracts as reflected on Exhibit B and described on Exhibit C and D.. The Restrictions shall be binding on Declarant, as well as any Owner of the Tracts for the term set forth herein, and the Restrictions shall be deemed covenants running with the land. An Owner of a Tract described herein shall be referred to as Grantee.

This Second Amendment replaces in its entirety the Original Declaration of Covenants, Conditions, and Restrictions for Blas-Pena Ranchettes that was dated June 3, 2024 and recorded under Document Number 1531436, Volume 5664, Page 34 of the Official Public Records of Webb County, Texas and the First Amendment of Declaration of Covenants, Conditions and Restrictions for Blas-Pena Ranchettes that was dated November 26, 2024 and recorded under Document Number 1544774, Volume 5751, Page 455 of the Official Public Records of Webb County, Texas.

- (1) PROHIBITED USES. The following uses shall be strictly prohibited on the Property:
- (a) Storage of any hazardous substance or waste as defined in Section (3).
  - (b) Sexually oriented businesses.
  - (c) Detention, jail or correctional facilities.
  - (d) Adult movie and book stores.
  - (e) Stockyards, feed lots or slaughtering of animals.
  - (f) Commercial hunting of any kind, including day-leasing.
  - (g) The raising of swine for commercial purposes and all poultry or meat processing.

- (h) Junk yards or the long-term storage, keeping or handling of scrap, junk materials, refuse, garbage, or inoperative equipment, inoperative automobiles, inoperative vehicles, inoperative machinery or inoperative machines.
  - (i) Garbage dumps, trash disposal sites, landfills, incineration or radiation facilities, or the handling of any waste material.
  - (j) Smelting of metals.
  - (k) The primary business of automobile, truck, trailer, tire or equipment repair, paint or body-work establishments (except any business can repair any automobiles, trucks, trailers or equipment that is owned by said business or is in use by said business).
  - (l) Storage of animal hides (this does not include leather materials for use or sale by an owner).
  - (m) The placements of commercial off-premises advertising billboards, signs, displays or other off-premises commercial advertisements.
  - (n) The excavation or removal from a Tract of any dirt, sand, gravel, caliche, soil or other near-surface material not considered a mineral under Texas law, other than for usual and customary on-site landscaping, construction of buildings, driveways or similar uses upon the Property. This does not include the grading of the Property for the Owners intended use of the Property.
  - (o) Raising or maintenance of pigs or hogs is prohibited on the Property.
  - (p) No hunting with rifles (including shotguns) on any Tract that borders Highway 83 North. Only bow hunting is allowed on the Tracts that border Highway 83 North.
- (2) PERMITTED USES. Only the following uses shall be permitted on the Property:
- (a) General commercial or business use.
  - (b) Light Manufacturing, defined as consisting of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare.
  - (c) Storage and sale of Gasoline or other liquid fuel or petroleum storage, distribution or sales.

- (d) General warehousing.
- (e) Truck terminals, truck yards or staging facilities or parking of large trucks, tractors, heavy equipment and trailers.
- (f) Agricultural, ranching, fishing, non-commercial hunting (with shotguns, bow and arrow, compound bows and crossbow only) and all recreational activities shall be permitted on the Property.
- (g) Notwithstanding anything herein contained to the contrary, all permitted uses and activities by Grantee and Grantee's heirs, successors and assigns shall be subject to the following restrictions, rules and regulations applicable to the conduct of such permitted activities and uses:
  - i. No pigs or hogs shall be kept by Grantee, or permitted on the Property. All livestock (other than pigs or hogs), dogs or other animals upon a Tract shall at all times be restrained and enclosed within the Tract by adequate fences which are capable of turning cattle of ordinary disposition. No livestock, dogs or other animals shall be introduced or permitted to remain on the Tract by Grantee, unless the Tract is completely enclosed by such a fence. If Grantee, or Grantee's heirs, successors and assigns introduce livestock upon the Tract, it shall be required that all tick control and eradication rules, laws, procedures and regulations applicable thereto be strictly followed and complied with.
  - ii. Grantee, and Grantee's heirs, successors and assigns shall at all time engage in the permitted uses and activities in a manner ensuring that such permitted use or activity shall not be conducted in such a manner that would constitute a nuisance or in any material respect be noxious, offensive or immoral, or would constitute an annoyance or nuisance to, adjoining property owners.
  - iii. Prior to construction of a private septic system on a Tract, Grantee must obtain a permit to construct and operate the system from the Webb County Health Department or other applicable governmental authority, and at all times the septic system shall conform to all applicable city, county, state and federal requirements.
  - iv. Grantee, and Grantee's heirs, successors and assigns shall be permitted to drill a maximum of one (1) water well on each Tract for use within the respective Tract or contiguous Tracts with the same Owner(s). The commercial sale of water is prohibited.

(3) **DISPOSAL OF HAZARDOUS SUBSTANCES.** It shall be prohibited to dispose of, through any drainage ditches or other means of disposal, within the Property any hazardous substance or hazardous waste. For purposes of this Section, the term

"dispose of" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any hazardous substance or hazardous waste onto or into any land, and/or streets within and/or adjacent to the Property, or water, drainage ditches, and any other available means of discharge, so that such hazardous substance or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including surface waters and underground waters. The terms "hazardous substance" and "hazardous waste" for purposes of this Declaration shall include, but are not necessarily limited to, those substances as are defined in Texas Revised Civil Statutes Annotated, Article 4476-13 Section 4; 15 U.S.C.S. Section 1261(f) 1.(A), (B), and (C); 42 U.S.C.S. Section 6903(5); as said statutes now exist or may be hereafter amended or succeeded.

- (a) **HEALTH AND ENVIRONMENTAL LAWS.** The Grantee of each Tract or any part thereof, and the Grantee's heirs, successors and assigns, and all occupants, shall at all times be in full compliance with applicable State and/or Federal health and environmental laws and rules promulgated pursuant thereto, including, but not limited to, laws and rules covering the handling of "hazardous substances" and/or "hazardous wastes" as those terms are defined in the statutes referred to in Section (3) above.
  - (b) **SANITARY, SAFE AND ATTRACTIVE CONDITION.** The Grantee and Grantee's heirs, successors and assigns, and all occupants of the Tract of the Grantee shall at all times keep the Property and the buildings and structures thereon in a sanitary, safe, healthful, clean and attractive manner.
  - (c) **UNLAWFUL ACTIVITIES IN GENERAL.** In addition to any specific prohibitions set out herein, the use of the Property for any unlawful purpose whatsoever is expressly prohibited.
- (4) **SOILS TESTS.** Subsurface geotechnical soils tests for a Tract shall be the responsibility of the builder and/or Grantee of such Tract and should be obtained prior to the construction of any structure or foundation on such Tract, such that the builder and/or Grantee shall have the responsibility to design a structural foundation conducive to the soil conditions of Property and in accordance with all governmental, and implied standards in the industry for a prudent builder and/or owner.

(a) **LIGHTING RESTRICTIONS, PROHIBITIONS AND LIMITATIONS.**

A. **Definitions** -The following definitions apply to terms used in this Declaration, unless the context clearly indicates another definition applies:

- (i) **"Outdoor Lighting"** means any type affixed or movable lighting equipment that is designed or used for illumination out of doors. The term includes billboard lighting, street lights, searchlights and other lighting used for advertising purposes, and area lighting. The term does not include lighting equipment that is required by law to be

installed on motor vehicles or lighting required for the safe operation of aircraft.

- (ii) "Installed" includes the initial installation, repair, or replacement of Outdoor Lighting as defined herein.
- (iii) "Fully Shielded" means that those fixtures shall be shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below the horizontal plane running through the lowest point on the fixture where light is emitted.
- (iv) "Partially Shielded" means that those fixtures shall be shielded in such a manner that the bottom edge of the shield is below the plane centerline of the light source (lamp), minimizing light above the horizontal.
- (v) "Spot Light" means a light fixture having a narrow beam.
- (vi) "Flood Light" shall mean a light fixture having a wide beam.
- (vii) "Internally Lit" shall mean illumination originating inside a transparent or translucent fixture, usually a sign designed to advertise a business or other public activity.
- (viii) "Foot-candle" means a unit of measure of luminance on a surface that is everywhere one foot from a uniform point source of light of one candle, and equal to one lumen per square foot.
- (ix) "Owner" means any future owner of a Tract.

#### B. General Requirements

- (i) Lighting Installations - All Outdoor Lighting fixtures shall be fully shielded, except incandescent fixtures of less than 100 watts or 1,800 lumens (whichever output is reached first) and other sources of less than 70 watts, which shall be partially shielded. Light on the ground from non-incandescent fixtures shall not exceed 10 foot-candles.
- (ii) Outdoor Building or Landscape Illumination - The unshielded outdoor illumination of any buildings, landscaping, or sign is prohibited. Incandescent spot lights of less than 100 watts or 1,800 lumens (whichever output is reached first) may be used, provided such fixtures are partially shielded to prevent light from being emitted away from the target of illumination.
- (iii) Searchlights - The use of searchlights for advertising purposes is prohibited.

(5) Fencing. Within one (1) year of the closing of the purchase of any Tract, the Owner must erect a good and sufficient fence with a minimum of four (4) strand wire at least four feet (4') high on the entire boundary of the Tract. Any Owner of two (2) or more adjacent Tracts only has to fence both combined Tracts in whole.

(6) Private Septic Systems. No outside toilet shall be installed or maintained on any Tract on or about the Property, and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the Webb County Health Department and/or any other State or County governmental authority having jurisdiction. Such installations shall be constructed and maintained by the owner of each Tract comprising the Property upon which the same is situated so that no effluent from the same shall ever drain or flow upon the surface of the ground or drain in such manner, above or below surface that will cause any degree of pollution of the Property.

(7) Commercial Towers. No electric wired towers, wind energy leases, no commercial radio or television aerial wires, or towers shall be installed or placed on any Tract. An Owner of a Tract may install any antennas, or discs, satellite dishes or other special television or cable apparatus or equipment necessary for use in its business to be conducted by an Owner.

(8) Easements. Easements for installation and maintenance of electrical utilities, petroleum lease pipe lines, petroleum transmission pipe lines, and drainage facilities are reserved as shown on Exhibit A. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said above, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, if any. No Owner shall interfere with or interrupt the use or enjoyment of the easement or place any gate or other obstruction across the easement.

(9) Rubbish, Trash, and Garbage. Tracts shall at all times be kept in a healthful and attractive condition. No Tract shall be used or maintained as a dumping ground for rubbish or trash. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition and all such items shall be maintained in a neat and attractive manner. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris within one hundred (100) feet of any Tract boundary line. In the event of default on the part of the Owner or occupant or any Tract in observing the above requirements (or any other reasonable requirements established from time to time by the Declarant and provided to the Owners of the Tracts) then in such event the Declarant may specifically enforce these provisions and, at their option, remove any garbage, trash or rubbish situated on the Property in violation of this covenant and make or repair improvements as deemed necessary. The Owner of any such Tract shall be obligated to reimburse Declarant's or its successor and assigns for the cost of any such maintenance or removal or repair upon demand. Such reimbursement shall include costs of maintenance or removal or repair and an additional per hour time charge for the time incurred by Declarant to organize, plan and carry out the trash. Such additional charge shall be reasonable and in conformity with the per hour charges of other professional in the community.

(10) Clotheslines, Garbage Cans, Tanks, Woodpiles. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located within one hundred (100) feet of any boundary line and shall be screened so as to be concealed from view of neighboring Tracts and roads.

(11) Water Supply. Individual water wells and water-supply systems must be located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any authority that has jurisdiction over the subject matter and Tract. Approval of the system as installed shall be obtained from that authority.

(12) Blasting. No Owner shall do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners. No blasting shall be conducted on any Tract without express written permission of the Declarant.

(13) Trespassing on Adjacent Lands. Any person who, without express written consent of the Owner of said adjacent land or Tract crosses onto the property of adjacent Owner, for any reason, is liable for trespass.

(14) Building setbacks. Owners or occupants of all Tracts shall not erect any permanent structure within one hundred (100) feet of any boundary property line. Owners of contiguous Tracts are exempt from the one hundred (100) foot setback only on the Property line which the contiguous Tracts share. Owners of the Tracts fronting Highway 83 the back property setback line shall only be fifty (50) feet.

(15) Notice of Hazards/Risks and Indemnity Provision. Owners and occupants, and their agents, invitees, and licensees, are hereby placed on notice, and by purchasing, entering, and/or using the Tract(s), they each hereby acknowledge, that Declarant makes no representation or warranty, either express or implied, as to the condition of the Tract(s) or of any roads, buildings, gates or other improvements located thereon, or the legality or suitability of same for hunting, fishing, or any other similar activity. Additionally, Owners and occupants are further placed on notice and each further acknowledges, on their own behalf, and on behalf of their agents, invitees, and licensees, that they are aware that there may be dangerous or hazardous conditions and risks on one or more Tracts, including but not limited to: hunting or fishing by knowledgeable or inexperienced persons; poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Declarant; erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or otherwise dangerous; and/or deep or dangerous water. As a result, the owners and occupants expressly assume, on their own behalf and on behalf of their agents, invitees, and licensees, all such dangers, risks and hazards. Furthermore, each such owner and occupant, on their own behalf and on behalf of their agents, invitees, and licensees, hereby release and agree to protect, defend, indemnify, covenant not to sue, and agree to hold harmless Declarant and Declarant's agents, employees, representatives, and contractors from and against any and all claims, demands,

**causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Tract(s) and all improvements thereon, whether or not caused by the Declarant's negligence or a hazardous condition on the Tract(s).**

(16) Term; Termination. The term of these Restrictions shall commence on the date hereof and terminate twenty (20) years from this date, at which time they shall automatically be renewed for additional and successive periods of (10) years each, unless on or before each such renewal date, the then-owners of at least seventy-five percent (75%) of the Tracts, based on number of acres owned, within said subdivision in all existing surveys, plats, phases or units per Master Development Plan approved by governmental body elect in a written instrument filed for record in the Official Public Records of Webb County, Texas, to terminate said Restrictions effective upon the termination date of the initial term of these Restrictions or any renewal term thereof, as the case may be.

(17) Amending Restrictions. Declarant shall have the right to alter, remove, add to, amend, modify or change these Restrictions in any manner, or any part thereof without the consent or joinder of any other person or Tract owner, by filing for record a written instrument setting out such change or amendment, and any such amended Restrictions shall be binding upon all Tract owners within the subdivision regardless of whether said Tract owners purchased Tracts before or after the recording of such amended Restrictions; provided, however, that, for so long as any person or entity other than Declarant (or any affiliate, successor, assign, or transferee of such other person or entity other than Declarant) owns record title to or uses any Tract, no alteration, removal, addition, amendment, modification, or change to these Restrictions or this Declaration shall be made which has the effect of altering or further limiting the use of the Tracts then owned or used by such other person or entity (or any affiliate, successor, assign, or transferee thereof). After all Tracts have been sold, these Restrictions may be amended, removed, altered, or added to only by the owners of not less than seventy-five percent (75%) of the Tracts, based on number of acres owned, within said subdivision in all surveys, plats, phases or units per Master Development Plan. Any amendments to these Restrictions effected as above provided shall be binding upon all of the owners of Tracts within said subdivision in all surveys, plats, phases or units per Master Development Plan effective upon the date of the filing of such instrument or instruments of amendment and any such amendment shall be given the same effect as if it had been filed contemporaneously with the filing of these original Restrictions. These Restrictions will have legal effect for a term of twenty (20) years from the date hereof, unless extended in writing by the Owners of a simple majority of the Tracts (as determined by total acreage) through preparation and recordation of such an instrument in the office of the Webb County Clerk. Once ninety percent (90%) of the total acreage is sold by Declarant, then Declarant shall not have the right to amend , alter, remove, add to, modify of change these Restrictions in any manner.

(18) Shooting Range. Owners or occupants of all Tracts shall construct or have installed a permanent "back-stop" on all shooting ranges located on the respective Tract. Such shooting range shall not be located within one hundred (100) feet of any boundary line of any Tract. NO COMMERCIAL SHOOTING RANGES WILL BE ALLOWED. SHOOTING RANGES ARE FOR PRIVATE USE ONLY. NO SHOOTING RANGES ALLOWED ON ANY TRACTS THAT BORDER HIGHWAY 83.



(19) Binding Upon Grantee and all Occupants. All of the provisions of this Declaration and Restrictions shall be binding upon Grantee, Grantee's heirs, successors and assigns and/or any occupant of any of the Tracts comprising the Property. "Occupant", as that term is used herein shall include all of owner's guests and invitees.

(20) Health and Environmental Laws. Each Tract, or any part thereof, and all of Owner's heirs, successors, and assigns, and all Occupants, shall at all times be in full compliance with all applicable State and/or Federal health and environmental laws and rules promulgated pursuant thereto, including, but not limited to, laws and rules covering the handling of "hazardous substances" and/or "hazardous wastes" as those terms are defined in Federal and State laws.

(21) Texas Department of Transportation Permits. All Owners of Tracts located on Highway 83 are responsible for any permits required by the Texas Department of Transportation in reference to entrances to a Tract off of Highway 83.

(22) Enforced Declaration. These Restrictions may be enforced by any person owning any interest in any Tract within the subdivision, and at its option, by DECLARANT, as well as by the City of Laredo or Webb County, Texas, or other governmental authorities, and any such designated persons entitled to enforce these Restrictions, shall in order to prevent a threatened violation hereof, or in order to terminate or remove an existing violation, have the right to file suit in any court of competent jurisdiction in Webb County, Texas, to enjoin such present or threatened violations of these Restrictions, and additionally, and not in lieu thereof, to seek and recover damages from any person violating these Restrictions. Any person instituting suit in order to prevent a threatened or existing violation of these Restrictions, in the event he or she prevails, shall be entitled to receive reasonable attorneys' fees against such violator in addition to the injunctive relief and monetary damages provided for herein.

EXECUTED and EFFECTIVE this 13th day of December, 2024

DECLARANT:

El Bosal Legacy Development I, Ltd.

A Texas limited partnership

By: LTM6 Management, LLC

a Texas limited liability company  
its general partner

By:

Tano L. Tijerina, Manager

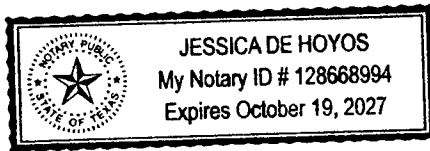
By:

Kimberly W. Tijerina, Manager

THE STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 13th day of December, 2024, by Tano E. Tijerina, Manager of LTM6 Management, LLC, a Texas limited liability company, on behalf of said company and the company acknowledged this instrument as general partner on behalf of El Bosal Legacy Development 1, Ltd., a Texas limited partnership, on behalf of said limited partnership.

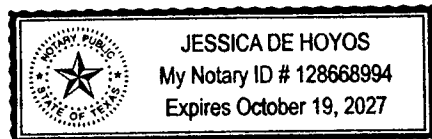


*Jessica De Hoyos*  
 NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 13th day of December, 2024, by Kimberly W. Tijerina, Manager of LTM6 Management, LLC, a Texas limited liability company, on behalf of said company and the company acknowledged this instrument as general partner on behalf of El Bosal Legacy Development 1, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*Jessica De Hoyos*  
 NOTARY PUBLIC, STATE OF TEXAS

**METES & BOUNDS DESCRIPTION**  
**586.59 ACRE TRACT**

A tract of land containing 586.59 acres, more or less, out of a 1300.10 acre tract (1313.127 acres Called), conveyed to LTM6 Land Company, Ltd, recorded in Volume 5101, Page 718, Official Public Records of Webb County, Texas, situated in Survey 1712, Mrs. M. Ashworth, Abstract 506 and Survey 429, B.S. & F., Abstract 24; this 586.59 acre tract being more particularly described as follows:

**COMMENCING** at a found fence corner for the northeast corner of said 1300.10 acre tract, same being the southeast corner of a tract of land conveyed to Tano Eduardo Tijerina and wife Kimberly Jean Tijerina, recorded in Volume 824, Page 810, Official Public Records of Webb County, Texas, and a point along the western right-of-way line of US Highway 83 North, **THENCE, South 05° 08' 26" East**, for a distance of **5,522.89 feet**, to a set 1/2" iron rod, and being the northeast corner of this 586.59 acre tract hereof;

**THENCE**, along the following bearings & distances for the eastern boundary line of this tract, same being the western right-of-way line of US Highway 83 North:

**South 05° 08' 28" East**, for a distance of **862.74 feet**, to a set 1/2" iron rod, being a point of deflection to the right hereof;

**South 84° 51' 32" West**, for a distance of **150.00 feet**, to a set 1/2" iron rod, being a point of deflection to the left hereof;

**South 05° 08' 28" East**, for a distance of **35.00 feet**, to a set 1/2" iron rod, being a point of deflection to the left hereof;

**South 84° 51' 32" East**, for a distance of **150.00 feet**, to a set 1/2" iron rod, being a point of deflection to the right hereof;

**South 05° 08' 28" East**, for a distance of **1,974.96 feet**, to a set 1/2" iron rod, being a point of deflection to the right hereof;

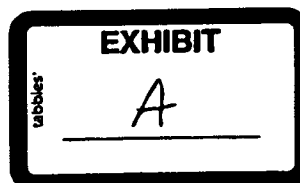
**South 84° 51' 32" West**, for a distance of **50.00 feet**, to a set 1/2" iron rod, being a point of deflection to the left hereof;

**South 05° 08' 28" East**, for a distance of **20.00 feet**, to a set 1/2" iron rod, being a point of deflection to the right hereof;

**North 84° 51' 32" East**, for a distance of **50.00 feet**, to a set 1/2" iron rod, being a point of deflection to the right hereof;

**THENCE**, **South 05° 08' 18" East**, for a distance of **3,068.94 feet**, to a set 1/2" iron rod, at the centerline of an existing road being the northeast corner of a tract of land conveyed to Simeon Escondido LLC, recorded in Volume 5269, Page 809, Official Public Records of Webb County Texas, same being a point along the western right-of-way line of US Highway 83 North, and being the southeast corner of this 586.59 acre tract and point of deflection to the right hereof;

**THENCE**, **North 79° 49' 30" West**, along the north boundary line of said Simeon Escondido tract, for a distance of **5,440.19 feet**, to a set 1/2" iron rod, same being a point on the eastern boundary line of a tract of land conveyed to Stewart, Ethel W., recorded in Volume 3607, Page 406, Deed Records of Webb County, Texas, for the southwest corner of this 586.59 acre tract and point of deflection to the right hereof;



THENCE, North 09° 56' 49" East, along the eastern boundary line of said Stewart tract, for a distance of 5,249.51 feet, to a found fence corner post, for the northwest corner of this 586.59 acre tract and point of deflection to the right hereof;

THENCE, South 84° 51' 03" East, for a distance of 3,094.71 feet, to a set 1/2" iron rod, for point of deflection to the right hereof;

THENCE, South 84° 55' 19" East, for a distance of 559.45 feet, to a set 1/2" iron rod, for point of deflection to the left hereof;

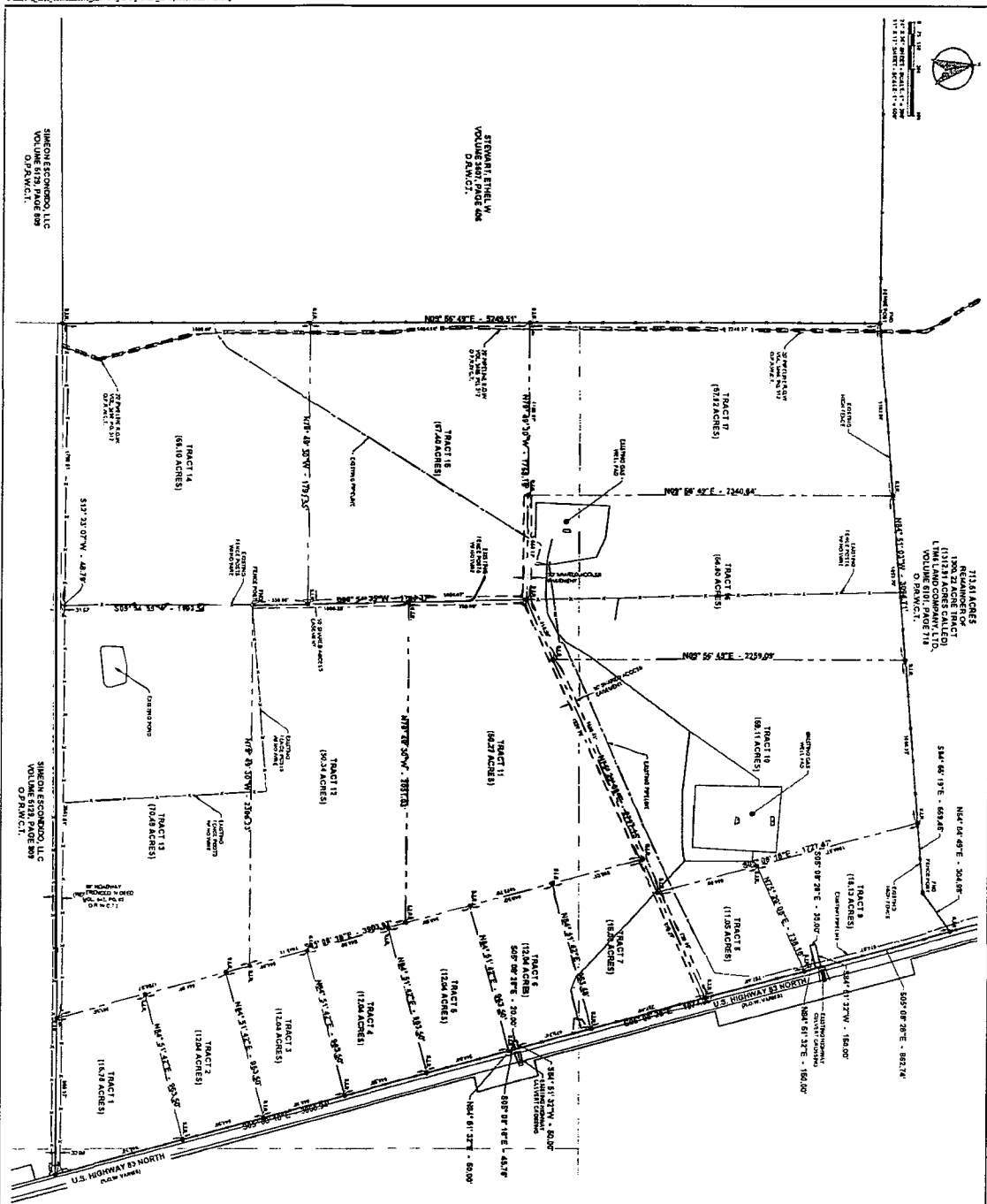
THENCE, North 64° 04' 49" East, for a distance of 304.98 feet, to the POINT OF BEGINNING, containing 586.59 acres, more or less.

BASIS OF BEARING: Based on NAD83, Texas State Planes, South Zone 4205, US Foot.



*Jeffrey G. Puig*  
03/15/2024

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SHARON ESCOBEDO, LLC  
VOLUME 873, PAGE 899  
O.P.M.C.I.

STEWART, STEPHEN W  
VOLUME 807, PAGE 408  
O.P.M.C.I.

SHARON ESCOBEDO, LLC  
VOLUME 873, PAGE 899  
O.P.M.C.I.

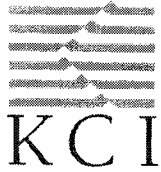
EXHIBIT

B

TRACT	ACRES
TRACT 1	10.49
TRACT 2	12.04
TRACT 3	12.04
TRACT 4	12.04
TRACT 5	12.04
TRACT 6	12.04
TRACT 7	12.04
TRACT 8	12.04
TRACT 9	12.04
TRACT 10	12.04
TRACT 11	12.04
TRACT 12	12.04
TRACT 13	12.04
TRACT 14	12.04

PROJECT NAME <b>BLAS-PENA RANCH US 83 NORTH</b>	DATE 11/11/2021
SHEET NO. <b>1</b>	SCALE AS SHOWN
OVERALL PARTITION PLAN	
KCI TECHNOLOGIES	
Prepared by: [Name] Checked by: [Name] Reviewed by: [Name] 11/11/2021	
FILE: [Name] APP: [Name]	

## Exhibit "C"



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

7109 N. Bartlett, Suite 201 • Laredo, Texas 78041 • Phone (956) 729-7844

**METES & BOUNDS DESCRIPTION****BLAS-PENA RANCH – 50' SHARED ACCESS & UTILITY EASEMENT**

A tract of land containing 5.97 acres, more or less, out of a 1,300.10 acre tract (1,313.127 acres Called), conveyed to LTM6 Land Company, Ltd, recorded in Volume 5101, Page 718, Official Public Records of Webb County, Texas, situated in Survey 1712, Mrs. M. Ashworth, Abstract 506 and Survey 429, B.S. & F., Abstract 24; this 5.97 acre tract being more particularly described as follows:

**COMMENCING** at a found fence corner for the northeast corner of said 1,300.10 acre tract, same being the southeast corner of a tract of land conveyed to Tano Eduardo Tijerina and wife Kimberly Jean Tijerina, recorded in Volume 824, Page 810, Official Public Records of Webb County, Texas, and a point along the western right-of-way line of US Highway 83 North, **THENCE, South 05° 08' 27" East**, for a distance of **7,133.11 feet**, to a point being the **POINT OF BEGINNING** of this 5.97 acre tract hereof;

**THENCE, South 05° 08' 28" East**, along the western right-of-way line of US Highway 83 North, for a distance of **50.68 feet**, to a point, being a point of deflection to the right hereof;

**THENCE, South 75° 29' 08" West**, for a distance of **2,776.61 feet**, to a point, being a point of deflection to the left hereof;

**THENCE, South 08° 54' 36" West**, for a distance of **1,747.41 feet**, to a point, being a point of deflection to the right hereof;

**THENCE, North 79° 49' 30" West**, for a distance of **50.01 feet**, to a point, being a point of deflection to the right hereof;

**THENCE, North 08° 54' 35" East**, for a distance of **1,738.26 feet**, to a point, being a point of deflection to the left hereof;

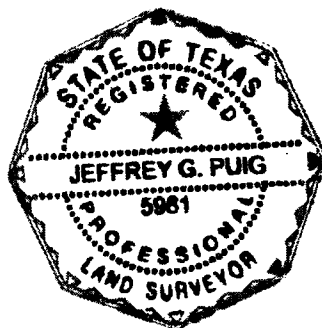
**THENCE, North 79° 49' 30" West**, for a distance of **643.56 feet**, to a point, being a point of deflection to the right hereof;

**THENCE, North 09° 56' 49" East**, for a distance of **50.00 feet**, to a point, being a point of deflection to the right hereof;

**THENCE, South 79° 49' 30" East**, for a distance of **662.74 feet**, to a point, being a point of deflection to the left hereof;

**THENCE, North 75° 29' 08" East**, for a distance of **2,795.81 feet**, to the **POINT OF BEGINNING**, containing **5.97 acres**, more or less.

**BASIS OF BEARING:** Based on NAD83, Texas State Planes, South Zone 4205, US Foot.



*Jeffrey G. Puig*  
06/20/2024

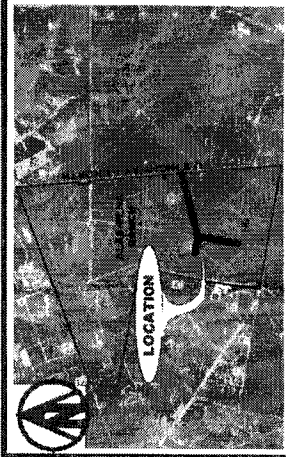
Blas-Pena Ranch – 50' Shared Access &amp; Utility Easement

Employee-Owned Since 1988

RISE TO THE CHALLENGE

WWW.KCI.COM

Exhibit "C"



LOCATION MAP  
SCALE: 1" = 800'

LEGEND

—

EASEMENT LINE

- - -

LOT LINE

—

EASEMENT LINE

—

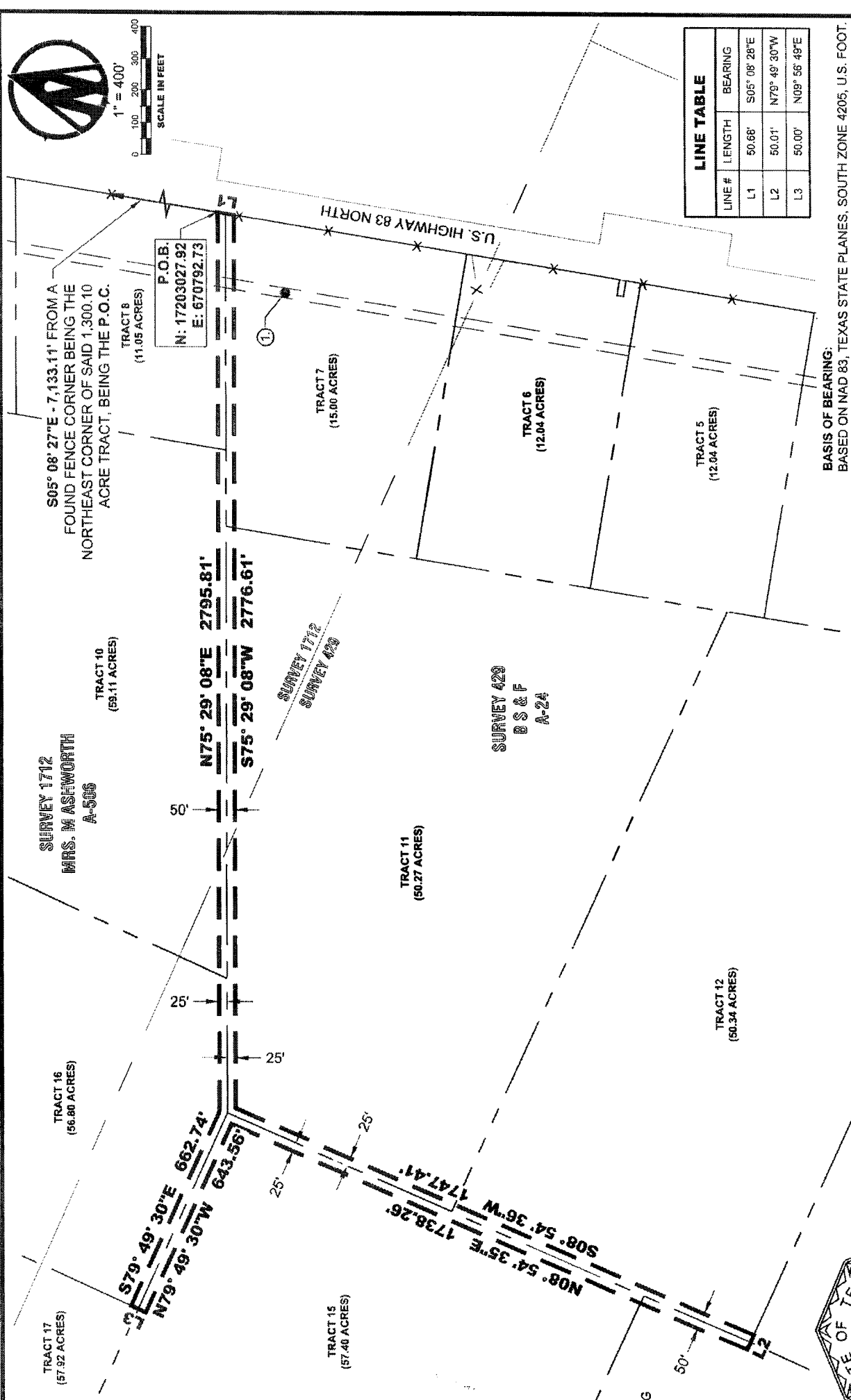
FENCE LINE

X

POINT OF BEGINNING

P.O.C.

POINT OF COMMENCING



LINE TABLE		
LINE #	LENGTH	BEARING
L1	50.68'	S05° 08' 28" E
L2	50.01'	N79° 49' 30" W
L3	50.00'	N09° 56' 49" E

BASIS OF BEARING:  
BASED ON NAD 83, TEXAS STATE PLANES, SOUTH ZONE 4205, U.S. FOOT.

ENGINEERS  
PLANNERS  
SCIENTISTS  
CONSTRUCTION MANAGERS

KCI  
TECHNOLOGICAL

7109 N. Bartlett Avenue, Suite 201  
Laredo, Texas 78041  
Phone: (956) 729-7644  
TBPE Registration No. F-10573  
TBPLS Firm No. 10194366

SURVEY OF  
**BLAS-PENA RANCH - 50' SHARED ACCESS & UTILITY EASEMENT**

CONTAINING 5.97 ACRES OUT OF A 1,300.10 ACRE TRACT (1,313.127 CALLED), CONVEYED TO LTM6 LAND COMPANY, LTD., RECORDED IN VOLUME 5101, PAGE 718, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN SURVEY 1712, MRS. M. ASHWORTH, ABSTRACT 506 AND SURVEY 429, B.S. & F., ABSTRACT 24

STATUS: FINAL

CHECKED BY: E.L.O.

DATE: 06/20/2024

PROJECT NO.: 762308612

FILENAME: Blas-Pena Ranch - Shared Access Easement Survey.dwg

DRAWN BY: R.H.

APPROVED BY: J.G.P.

REVISED DATE: ---

1

SHEET

1 OF 1

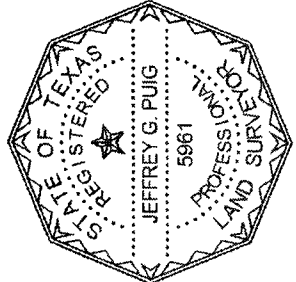
① 30' NON-EXCLUSIVE WATER TRANSMISSION LINE EASEMENT IS SHOWN BASED ON THE SURVEY PREPARED BY COLLIER'S ENGINEERING & DESIGN, DATED 10/03/2023. EASEMENT IS PENDING RECORDATION AND IS SUBJECT TO CHANGE.

NOTE:  
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

JEFFREY G. PUIG, P.L.S.  
No. 5961

06/20/2024  
DATE



DOC #1545839  
Recorded 12/16/2024 03:35:16 PM

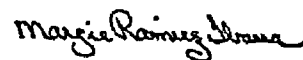


By: HERLINDA FLORES, DEPUTY  
MARGIE RAMIREZ IBARRA, COUNTY CLERK  
Fees: \$81.00

STATE OF TEXAS  
COUNTY OF WEBB

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
FILED ON THE DATE AND AT THE TIME STAMPED  
HEREON BY ME AND WAS DULY RECORDED IN THE  
VOLUME AND PAGE OF THE OFFICIAL PUBLIC  
RECORDS OF WEBB COUNTY TEXAS AS STAMPED  
HEREON BY ME



  
COUNTY CLERK  
WEBB COUNTY, TEXAS