

## AMENDED AND RESTATED NOTICE TO PURCHASERS OF PROPERTY IN ESPERANZA

**LOOKOUT BOERNE HOLDINGS, LP**, a Texas limited partnership (hereinafter "Owner"), recorded those certain Notice To Purchaser Of Property In Esperanza as Document No. 00296638 Volume 1491, Page 697, Official Public Records of Kendall County, Texas and Notice To Purchaser Of Property In Esperanza as Document No. 00284037 Volume 1416, Page 427, Official Public Records of Kendall County, Texas (the "Notices").

Owner desires to amend and restate the Notices in their entirety on behalf of the developers of Esperanza ("the Developers"). This Amended and Restated Notice to Purchasers of Property in Esperanza is referred to herein as the "Notice". This instrument **replaces and supersedes** those certain Notice To Purchaser Of Property In Esperanza as Document No. 00296638 Volume 1491, Page 697, Official Public Records of Kendall County, Texas and Notice To Purchaser Of Property In Esperanza recorded as Document No. 00284037 Volume 1416, Page 427, Official Public Records of Kendall County, Texas. This instrument shall operate as a notice to each purchaser (a "Purchaser") of certain matters disclosed herein which pertain to Esperanza and is applicable to property (the "Property") as described on the attached Exhibit "A".

### NOTICE TO PURCHASERS OF PROPERTY IN ESPERANZA

This Notice is presented to you by the developers of Esperanza ("Developers") to inform you of a number of facts about the Esperanza community. Please read this Notice in its entirety. It is important that you have a clear understanding of this information before making your purchase or lot reservation.

The undersigned understands and acknowledges the following disclosures and information:

#### **1. Marketing Materials / Development Plan.**

A. Any master plans, site plans, brochures, illustrations, information and marketing material (collectively, the "**Conceptual Master Plan**") pertaining to Esperanza and provided to any Purchaser by Developer (or by any homebuilder, prior developer or other parcel developer within Esperanza) are conceptual in nature, are used for illustrative purposes only, and that land uses reflected therein are subject to change by Developer at any time and without notice to Purchaser. Neither Developer nor any homebuilder or other parcel developer (if applicable) within Esperanza makes any representation or warranty concerning such land uses to Purchaser. Purchaser will not rely upon the Conceptual Master Plan in making the decision to purchase any property within Esperanza.

B. Future land uses within Esperanza may include, but are not limited to, schools, fire and emergency medical services, police station(s), commercial, office(s), retail, multi-family, manufacturing, corporate campus(es), research and development, hotel(s) and restaurant(s).

C. Various home sizes, prices, and designs, and various types and sizes of lots may be marketed for sale within Esperanza, including, without limitation, single-family detached residences, garden homes, townhomes, patio homes, duplexes, condominiums, four-plexes and apartments.

#### **2. Community Restrictions; Association(s).**

A. The construction of improvements or residences within Esperanza may be subject to different restrictions, in accordance with various deed restrictions applicable to all or any portion of Esperanza. Accordingly, requirements concerning exterior walls, fencing, landscaping, setbacks, etc., may differ among neighborhoods within Esperanza. Not all of Esperanza is presently encumbered by community deed restrictions or administered by a community association. Portions of Esperanza not so encumbered or administered, may or may not become subject to community deed restrictions or administration by a community association in the future.

B. By acceptance of a deed to any property within Esperanza, Purchaser will be bound to abide by any and all community restrictions, policies and procedures promulgated by a community association, including, without limitation: (i) payment of mandatory assessments assessed against

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B. Future land uses within Esperanza may include, but are not limited to, schools, fire and emergency medical services, police station(s), commercial, office(s), retail, multi-family, manufacturing, corporate campus(es), research and development, hotel(s) and restaurant(s).

C. Various home sizes, prices, and designs, and various types and sizes of lots may be marketed for sale within Esperanza, including, without limitation, single-family detached residences, garden homes, townhomes, patio homes, duplexes, condominiums, four-plexes and apartments.

#### 2. Community Restrictions; Association(s).

A. The construction of improvements or residences within Esperanza may be subject to different restrictions, in accordance with various deed restrictions applicable to all or any portion of Esperanza. Accordingly, requirements concerning exterior walls, fencing, landscaping, setbacks, etc., may differ among neighborhoods within Esperanza. Not all of Esperanza is presently encumbered by community deed restrictions or administered by a community association. Portions of Esperanza not so encumbered or administered, may or may not become subject to community deed restrictions or administration by a community association in the future.

B. By acceptance of a deed to any property within Esperanza, Purchaser will be bound to abide by any and all community restrictions, policies and procedures promulgated by a community association, including, without limitation: (i) payment of mandatory assessments assessed against

property owned by Purchaser, and (ii) compliance with all architectural committee review procedures concerning any plans and specifications for improvements to be constructed upon property owned by Purchaser.

C. The Esperanza Community Association, Inc., a Texas non-profit corporation ("ECA"), is a community association established to administer the common affairs of the owners of portions of Esperanza subject to the terms and provisions of the ECA Declaration. Pursuant to the ECA Declaration, the Developer exercises voting control over the affairs of ECA, including the appointment of members to the Board of Directors of ECA. Voting control is vested in the Developer until such time as the Developer no longer owns any property which may be made subject to the terms of the ECA Declaration. While Developer currently exercises such control and anticipates it will continue to exercise such control so long as permitted under the ECA Declaration, Developer has the right to voluntarily relinquish voting control to the residential members of ECA at any time by written instrument executed by an authorized representative of the Developer and recorded in the Official Records of Kendall County, Texas.

### **3. Recreational Facilities, Trails and Amenities.**

A. The recreational facilities within Esperanza may include community centers, swimming pools, playscapes, picnic areas and dog parks. Any recreational facilities that are not constructed but are described in marketing materials are merely conceptual in nature, and Developer does not represent or warrant that such conceptual recreational facilities will, in fact, be constructed. The concepts for such additional recreational facilities are subject to change, in the Developer's sole and absolute discretion. Purchaser will not rely on any such conceptual recreational facilities in making a decision to purchase any property within Esperanza.

B. Any map(s) provided by Developer to Purchaser are solely to illustrate the trails available for use now or in the future, on a non-exclusive basis, by Purchaser as of the date of publication, and do not guarantee that the trails depicted thereon are then available or will be available in the future. The Developer reserves the rights, at its election, without notice, at any time in the future, to change the location of trails that lie within Esperanza. Trails that are located in an undeveloped area of Esperanza may be eliminated as the result of future development of Esperanza or for any other reason. Certain trails depicted on map(s) provided by the Developer may also function as maintenance, secondary or emergency access roads and the use of those trails for that purpose is authorized and may interfere with Purchaser's use of the trails.

C. Trails may be paved or unpaved and may be built in native areas that lie in flood prone areas or on steep topography. During and after inclement weather, trails may be impassible due to fast moving water, standing water or mud. During such conditions, the trails may be too hazardous to use, and therefore, Purchaser understands that trails may not be usable at all times. Purchaser is hereby advised that the trails are not intended to be available for use at all times, especially during and after wet and inclement weather conditions. Additionally, Purchaser is advised that portions of Esperanza may contain potentially dangerous wildlife, including (without limitation) poisonous snakes, coyotes and other wild animals. From time to time, such dangerous wildlife may be encountered by Purchaser on the trails, and Purchaser is hereby advised to use extreme caution in such event. As of the date of this Notice, there are no patrols conducted on the trails. Therefore, as the result of the conditions listed in this sub-section C., Purchaser agrees to make use of the trails at Purchaser's own risk. Neither the Developer, ECA, nor any other community association will assume any liability, responsibility or obligation of any kind or nature, in connection with Purchaser's use of the trails within Esperanza.

D. The trails are for Esperanza residents, their guests and persons with written authorization from the ECA or the Developer.

E. No motorized vehicles are allowed on the trails, unless approved in writing by the ECA or the Developer.

**4. Construction Matters.**

A. Land development and home construction activities will occur within and around Esperanza and such activities will create noise, dust, traffic disruption, and general inconvenience to the residents within Esperanza, including Purchaser.

B. Views from any portion of property within Esperanza are not protected, and no guarantee is provided to Purchaser that any such view will remain the same.

C. Developer is not responsible for, nor does it assume or warrant as true, any representation made by any person, other than Developer or its authorized agents. Developer is not responsible for, nor does it assume or warrant, the quality of construction of any improvement or residence within Esperanza. Purchaser has selected, or will select, a contractor or builder in Purchaser's sole and absolute discretion and will not look to Developer with respect to any disputed contractual or construction warranty issues which may arise between Purchaser and the contractor or builder selected by Purchaser.

**5. Governmental Jurisdiction.** Esperanza is subject to that certain Development Agreement, (the "2008 Agreement") which 2008 Agreement may be amended from time to time. The 2008 Agreement is evidenced in the real property records of Kendall County, Texas by Memorandum of Development Agreement recorded as Document No. 00274382 in Volume 1361, Page 834 in the real property records of Kendall County, Texas. Esperanza is located in Kendall County, Texas, but is not located within the city limits of any municipality. Each Purchaser acknowledges that Esperanza may be annexed by the City of Boerne without the residents' consent sometime in the future.

**6. Water Control and Improvement Districts.**

A. Esperanza is located in one or more Water Control and Improvement Districts (the "Districts"). The Districts have taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate.

B. The Districts are located in whole or in part in the extraterritorial jurisdiction of the City of Boerne, Texas. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

C. The purpose of these Districts includes but is not limited to the following: to provide water, sewer, drainage or flood control facilities, roads and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or will be owned by the District.

**7. Roadways.**

A. At the time any governmental authority or community association accepts or assumes responsibility for the roadways located within Esperanza, such governmental authority or community association will have sole responsibility for the maintenance, repair and regulation of safety controls therefore, and the responsibility of Developer with respect thereto, if any, shall terminate.

B. Portions of Esperanza may be gated and/or contain private roadways/driveways and/or amenities. The maintenance, repair and regulation of gates, private roadways/driveways and safety controls associated therewith are the responsibility of the community association which has been designated for such maintenance, repair and regulation. The costs incurred to maintain, repair or regulate such gates, private roadways/driveways and safety controls will be borne by members of the community association in accordance with any dedicatory or other instrument(s) which assign such duties to the community association.

C. Interruptions and malfunctions in the operation of gates, entry facilities, and safety controls will occur from time to time. The Developer, ECA, or any of their respective directors, officers, committees, agents, or employees shall not be liable for any property damage, injury, or inconvenience which may result from the interruption or malfunction of any gates, entry facilities, and/or safety controls,

regardless of whether or not such interruption or malfunction is caused by reasons within the control of the party charged with the maintenance thereof. Each gate may not be operational until all of the homes located behind the gate are completed, and the decision to make the gates operational is at the sole discretion of the Developer.

## **8. Utilities**

A. The provision of all utilities and other public services, including but not limited to telephone, natural gas, electricity, water, sewer, cable television, internet, garbage pickup, public schools, libraries, fire, police, and emergency medical service stations, are the responsibility of each individual entity or service provider, and not that of the Developer.

B. The City of Boerne is the service provider for potable water, reclaimed water, sanitary sewer, solid waste and natural gas in Esperanza. Each residence will be required to purchase such services from the City of Boerne. Since Esperanza is not located within the Boerne City limits, the City of Boerne may charge higher out-of-city rates for the provision of such services to residences and properties located within the boundaries of Esperanza.

C. The City of Boerne is the sole provider of natural gas to the Property. All residences constructed on the Property must have a connection to the gas distribution system and each residence must be plumbed with natural gas lines for a minimum of space heating, cooking and water heating appliances. In the alternative, if the owner does not desire natural gas service to the Property, a non-utilization of gas fee can be paid to the City and the City will waive the natural gas plumbing requirements. The non-utilization of gas fee is based on the City's then-current fees schedule (which is currently \$1,500.00). Such fee must be paid at the time a building permit is issued if the natural gas plumbing is not to be included in that residence.

D. The existing above-ground, high-voltage power lines may be extended to provide electric service throughout Esperanza.

E. Due to the topography within Esperanza, storm water drainage cannot always be contained within the portion of property owned by Purchaser. It is Purchaser's responsibility, together with the contractor or builder engaged by Purchaser, to ensure that the elevation of the portion of property owned by Purchaser is designed to sufficiently accommodate storm water drainage, and Developer disclaims any representation or warranty with respect to drainage.

F. On-site potable water and reclaimed water transmission and storage facilities will be located within Esperanza. Future potable and reclaimed water storage facilities (both ground and elevated) will be built within Esperanza. The color, size, type and location of these facilities will be determined in the Developer's sole and absolute discretion.

## **9. Undeveloped Areas of the Property.**

A. Livestock, deer and other wildlife are present within Esperanza. Accordingly, caution should be used when driving, walking or biking on all roadways, nature and/or biking trails within Esperanza so as to avoid encounters with such wildlife.

B. Periodically, Developer engages the services of professionals to manage wildlife population levels. Therefore, hunting activities may occur from time to time in connection with those services.

C. Except for use of the nature and biking trail system specifically permitted in writing by Developer, access to, or use of, all areas outside of the existing, developed portions of Esperanza is strictly prohibited.

D. Each owner is hereby advised that portions of Esperanza may contain potentially dangerous wildlife, including (without limitation) poisonous snakes, coyotes and other wild animals. From time to time, such dangerous wildlife may enter onto an owner's property, and owners are hereby advised to use extreme caution in such event. Developer, the ECA, and their respective directors, officers, committees, agents, and employees cannot prevent wildlife from entering onto an owner's



property and will have no responsibility, liability or obligation with respect to any harm caused by such dangerous wildlife.

**10. Security Disclaimer.** Each owner is hereby advised that Developer, the ECA, and their respective directors, officers, committees, agents and employees are not providers, insurers, or guarantors of security within Esperanza. Each owner is solely responsible for his own person and property and assumes all risks for loss or damage to same. Developer, the ECA, and their respective directors, officers, committees, agents, and employees have not made and hereby disclaim all representations and warranties relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within Esperanza. Specifically, and not by way of limitation, controlled access gates within Esperanza are not security devices and each owner is expressly deemed to have accepted all risks to person and property as a result of any use and/or ingress and egress through any controlled access gate. Such controlled access gates may, at any time and from time to time, be left open for such purposes as may be determined to be necessary or convenient by the Developer and/or ECA or another community association established by the Developer, including, without limitation, to facilitate the marketing and sale of property within Esperanza. Neither the Developer, the ECA, or their respective directors, officers, committees, agents, nor employees will be held liable for any loss or damage by reason of failure to provide adequate security, the ineffectiveness of security measures undertaken, or the use of any controlled access gates within Esperanza.

**11. Injury to Person or Property.** Each owner is hereby advised that neither the ECA, the Developer, nor their respective directors, officers, committees, agents, and employees, have a duty or obligation, and hereby disclaim any duty or obligation, to any owner, tenant or their guests and employees: (a) to supervise minor children or any other person; (b) to fence or otherwise enclose any improvement; or (c) to provide security or protection to any owner, tenant, or their guests, employees, contractors, and invitees from harm or loss. By accepting title to a lot or condominium unit, each owner agrees that these limitations are reasonable and constitute the exercise of ordinary care by the ECA and the Developer. As provided in the community restrictions, each owner agrees to indemnify and hold harmless the ECA, the Developer and their respective directors, officers, committees, agents, and employees from any claim of damages to person or property arising out of an accident or injury in or about Esperanza to the extent and only to the extent caused by the acts or omissions of such owner, his tenant, his guests, employees, contractors, or invitees to the extent such claim is not covered by insurance obtained by the ECA at the time of such accident or injury.

**12. Joinder.**


Any owner of any other real property may (but is not obligated to) make his or her real property subject to this Notice by causing a duly executed Joinder to this Notice (which shall include the legal description of such owner's real property and the recording information for this Notice) to be recorded in the Official Public Records of Kendall County, Texas.

Executed this 18th day of June, 2019.

OWNER:

**LOOKOUT BOERNE HOLDINGS, LP**, a Texas limited partnership

By: Morningside Land & Cattle Company, LLC, a Texas limited liability company, its general partner

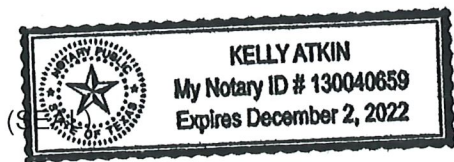
By:   
William R. Hinckley, its  
Operating Manager

Date: June 18, 2019

THE STATE OF TEXAS     §

COUNTY OF ~~Travis~~ Williamson     §

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 2019, by William R. Hinckley, Operating Manager of Morningside Land & Cattle Company, a Texas limited liability company, General Partner of Lookout Boerne Holdings, LP, a Texas limited partnership, on behalf of said company and said partnership.



[Signature]  
Notary Public Signature

**EXHIBIT "A"**

**Legal Description**



# MDS

**LAND SURVEYING COMPANY, INC.**  
boundary • topographic • construction  
9120 DIETZ ELKHORN ROAD  
FAIR OAKS RANCH, TEXAS 78015  
Phone: 830-755-6544 FAX: 830-755-6546

## FIELD NOTES FOR A 1243.359 ACRE TRACT

BEING a 1243.359 acre tract of land out of the Juan Ortiz Survey No. 190, Abstract No. 363, Kendall County, Texas, said 1243.359 acre tract being the same tracts of land conveyed to MA BOERNE PARTNERS, L.P., A Texas Limited Partnership, and being comprised of a 232.965 acre tract, recorded in Volume 1004, Page 441, an 800,258 acre tract recorded in Volume 1016, Page 130 and a 210.136 acre tract recorded in Volume 1016, Page 124, Official Records, Kendall County, Texas, said 1243.359 acre tract being more particularly described by metes and as follows:

BEGINNING at a 1/2" rebar found for a southwest corner of the herein described tract, a southwest corner of the aforesaid 232.965 acre tract, the southeast corner of the David E. & Dafana J. Ebner tract recorded in Volume 582, Page 201, Official Records, Kendall County, Texas, located in the north right-of-way line of State Highway No. 46 (100' right-of-way), from which a found TxDOT concrete right-of-way line marker bears North 89 degrees 35 minutes 23 seconds West for a distance of 27.86 feet (North 89 degrees 14 minutes 15 seconds West, 27.85 feet - record) and from which another found TxDOT concrete right-of-way line marker bears South 89 degrees 35 minutes 23 seconds East for a distance of 856.87 feet;

THENCE departing the north right-of-way line of State Highway No. 46, along the east boundary line of the said David E. & Dafana J. Ebner tract, the following bearings and distances:

North 00 degrees 14 minutes 02 seconds West for a distance of 637.70 feet (North 01 degrees 20 minutes 00 seconds West, 637.70 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set for an angle point;

and North 00 degrees 18 minutes 23 seconds West for a distance of 626.72 feet (North 01 degrees 21 minutes 00 seconds West, 515.00 feet & North 01 degrees 14 minutes 00 seconds West, 112.80 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set for an interior corner next to steel fence post, being the northeast corner of said David E. & Dafana J. Ebner tract;

THENCE along the north boundary fence line of said David E. & Dafana J. Ebner tract, South 89 degrees 53 minutes 22 seconds West for a distance of 359.62 feet (South 89 degrees 42 minutes 39 seconds West, 359.69 feet - record) to a 1/2" rebar found for an angle point at a fence tee, the northwest corner of said David E. & Dafana J. Ebner tract, the northeast corner of the Dennis & Laurie Owens tract recorded in Volume 867, Page 990, Official Records, Kendall County, Texas;

THENCE along the north boundary line of said Dennis & Laurie Owens tract, North 89 degrees 56 minutes 56 seconds West for a distance of 200.01 feet (South 88 degrees 57 minutes West, 200.00 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set for an angle point at a fence tee, the northwest corner of said Dennis & Laurie Owens tract, the northeast corner of the Jerome A. & Shirley A. Rittmann tract recorded in Volume 84, Page 31, Deed Records, Kendall County, Texas;

THENCE along the north boundary line of said Jerome A. & Shirley A. Rittmann tract, South 89 degrees 53 minutes 37 seconds West for a distance of 815.19 feet to a 1/2" rebar with plastic cap "MDS SURVEY" set for a southwest corner of the said 232.965 acre tract, the northwest corner of said Jerome A. & Shirley A. Rittmann tract, located on the east boundary line of the Janette L. Carpenter tract recorded in Volume 228, Page 403, Official Records, Kendall County, Texas;

THENCE along the east boundary fence line of the said Janette L. Carpenter tract, North 00 degrees 46 minutes 28 seconds East for a distance of 326.92 feet to a 1/2" rebar found for the northeast corner of said Janette L. Carpenter tract, a southeast corner of the L. D. Christianson tract recorded in Volume 603, Page 310, Official Records, Kendall County, Texas;

THENCE along the east boundary line of the L. D. Christianson tract, North 00 degrees 26 minutes 30 seconds East for a distance of 1781.96 feet to a 1/2" rebar found for the northeast corner of said L. D. Christianson tract, the southeast corner of the John T. & Kay E. Thornton tract recorded in Volume 351, Page 889, Official Records, Kendall County, Texas;

THENCE along the east boundary line of said John T. & Kay E. Thornton tract, North 00 degrees 41 minutes 07 seconds East for a distance of 1391.18 feet (North 00 degrees 54 minutes East, 1388.15 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set at the northeast corner of said John T. & Kay E. Thornton tract, the southeast corner of the Boerne L. P. tract recorded in Volume 459, Page 754, Official Records, Kendall County, Texas;

THENCE along the east boundary line of said Boerne L. P. tract, North 00 degrees 43 minutes 31 seconds East at a distance of 426.30 feet passing a 1/2" rebar with plastic cap "MDS SURVEY" found for the southwest corner of the Weloka Ltd. 0.291 acre tract recorded in Volume 950, Page 485, Official Records, Kendall County, Texas and continuing for a total distance of 1061.25 feet to a 1/2" rebar found for the northwest corner of the Weloka Ltd. called 0.291 of an acre tract, a southwest corner of the aforesaid 800.258 acre tract, recorded in Volume 1016, Page 130, Official Records, Kendall County, Texas;

THENCE along the east boundary fence line of said Boerne L.P. tract, the James L. Drought tract recorded in Volume 129, Page 785, Deed Records, and the Carolyn Drought Evans tract recorded in Volume 129, Page 785, Deed Records, North 00 degrees 35 minutes 51 seconds East for a distance of 1759.02 feet (North 00 degrees 55 minutes 10 seconds East, 1760.32 feet - record) to a 1/2" rebar found for a northwest corner of the said 800.258 acre tract, the southwest corner of Lot 22, Spring Creek Estates Subdivision, recorded in Volume 4, Page 59, Plat Records;

THENCE along the south and east boundary fence lines of said Spring Creek Estates Subdivision, the following bearings and distances:

South 87 degrees 41 minutes 53 seconds East for a distance of 1002.01 feet (South 87 degrees 40 minutes 07 seconds East, 1002.92 feet - record) to a 1/2" rebar found for corner;

North 00 degrees 27 minutes 04 seconds East for a distance of 916.09 feet (North 00 degrees 23 minutes 29 seconds East, 916.76 feet - record) to a 1/2" rebar found for corner;

North 89 degrees 44 minutes 12 seconds East for a distance of 814.56 feet (North 89 degrees 47 minutes 14 seconds East, 815.24 feet - record) to a 1/2" rebar found for corner;

North 13 degrees 52 minutes 33 seconds East for a distance of 1098.98 feet (North 14 degrees 12 minutes 54 seconds East, 1097.38 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" found for angle;

North 14 degrees 07 minutes 58 seconds East for a distance of 1155.79 feet (North 14 degrees 28 minutes 03 seconds East, 1155.74 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" found for angle;

and North 14 degrees 14 minutes 51 seconds East for a distance of 1085.72 feet (North 14 degrees 38 minutes 21 seconds East, 1087.79 feet - record) to a MAG nail set for the northwest corner of the herein described tract, the northwest corner of the called 800.258 acre tract, the south boundary line of the Betty J. Asher called 91.63 acre tract recorded in Volume 286, Page 734, Official Records;

THENCE along the north boundary line of the herein described tract, the south boundary fence line of said Betty J. Asher tract, South 89 degrees 38 minutes 28 seconds East for a distance of 620.28 feet (South 89 degrees 21 minutes 26 seconds East, 388.82 feet and South 88 degrees 59 minutes 21 seconds East, 229.97 feet - record) to a 1/2" rebar with plastic cap "SCHWARZ 4760" found for angle on the south boundary line of the Alice Adria Asher 5.008 acre tract;

THENCE continuing along the north boundary fence line of the herein described tract, the south boundary line of the said Alice Adria Asher called 5.008 acre tract, the Betty J. Asher tract and the Theodore C., Jr. & Doris Eloise Lemm Estate called 123.29 acre tract recorded in Volume 76, Page 249, Deed Records, South 89 degrees 21 minutes 42 seconds East for a distance of 2029.17 feet to a 1/2" rebar with plastic cap "MDS SURVEY" set for angle;

THENCE continuing along the north boundary line of the herein described tract, the south boundary line of said Lemm Estate tract, South 89 degrees 27 minutes 16 seconds East for a distance of 751.17 feet (South 89 degrees 26 minutes 26 seconds East, 749.24 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for the northeast corner of the called 800.258 acre tract, the northwest corner of the aforesaid 210.136 acre tract, recorded in Volume 1016, Page 124, Official Records, Kendall County, Texas;

THENCE continuing along the north boundary line of the herein described tract, the south boundary line of said Lemm Estate tract, South 89 degrees 19 minutes 35 seconds East for a distance of 844.89 feet (South 89 degrees 20 minutes 08 seconds East, 844.99 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

THENCE continuing along the north boundary fence line of the herein described tract, the south boundary line of said Lemm Estate tract and the Harvey Duennenberg Ranches, Ltd. called 413.68 acre tract, recorded in Volume 179, Page 611 and Volume 173, Page 47, Deed Records, Kendall County, Texas, South 89 degrees 29 minutes 58 seconds East for a distance of 469.33 feet (South 89 degrees 30 minutes 15 seconds East, 469.51 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for the northeast corner of the herein described tract, the northeast corner of the called 210.136 acre tract, an interior corner of the said Harvey Duennenberg Ranches, Ltd. tract;

THENCE along the eastern boundary line of the herein described tract, the western boundary fence line of the said Harvey Duennenberg Ranches, Ltd. tract, the following bearings and distances:

South 00 degrees 19 minutes 48 seconds East for a distance of 787.36 feet (South 00 degrees 19 minutes 38 seconds East, 787.52 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

South 00 degrees 38 minutes 29 seconds East for a distance of 485.86 feet (South 00 degrees 38 minutes 34 seconds East, 485.15 feet - record) to a 1/2" rebar with no identification found for an interior corner, a southwest corner of said Harvey Duennenberg Ranches, Ltd. tract;

North 87 degrees 31 minutes 13 seconds East for a distance of 666.88 feet (North 87 degrees 29 minutes 41 seconds East, 666.97 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

North 87 degrees 36 minutes 02 seconds East for a distance of 1105.74 feet (North 87 degrees 33 minutes 14 seconds East, 1103.00 feet - record) to a 1/2" rebar with no identification found for a northeast corner, an interior corner of said Harvey Duennenberg Ranches, Ltd. tract;

South 00 degrees 01 minutes 13 seconds West for a distance of 1502.01 feet (South 00 degrees 05 minutes 37 seconds East, 1503.14 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

South 00 degrees 07 minutes 05 seconds East for a distance of 990.97 feet (South 00 degrees 06 minutes 50 seconds East, 991.12 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

South 00 degrees 09 minutes 39 seconds East for a distance of 780.53 feet (South 00 degrees 09 minutes 25 seconds East, 780.75 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

South 00 degrees 04 minutes 57 seconds West for a distance of 2407.19 feet (South 00 degrees 05 minutes 08 seconds West, 2407.58 feet - record) to a 1/2" rebar with plastic cap "SCHWARZ" found for angle;

and South 00 degrees 16 minutes 14 seconds West for a distance of 1149.03 feet (South 00 degrees 15 minutes 57 seconds West, 1149.16 feet - record) to a 1/2" rebar with plastic cap "SCHWARZ" found for the southeast corner of the herein described tract, the southeast corner of the called 210.136 acre tract, the southwest corner of the said Harvey Duennenberg Ranches, Ltd. tract, the north right-of-way line of State Highway No. 46;

THENCE along the south boundary line of the herein described tract, the north right-of-way line of said State Highway No. 46, southwesterly along a curve to the left (radius = 2914.80 feet, delta = 01°19'27", chord bearing = South 63 degrees 31 minutes 58 seconds West, chord = 67.36 feet - record) for a distance of 67.36 feet (67.24) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for a southwest corner of the herein described tract, the southwest corner of the called 210.136 acre tract, the southeast corner of the J.A. Schmidt Testamentary Trust called 118.001 acre tract, recorded in Volume 340, Page 178, Official Records, Kendall County, Texas, from which a TxDOT concrete right-of-way monument found for reference bears South 61 degrees 34 minutes 32 seconds West a distance of 127.22 feet;

THENCE along an interior west boundary fence line of the herein described tract, the east boundary line of said J.A. Schmidt tract, the following bearings and distances:

North 00 degrees 15 minutes 24 seconds East for a distance of 1178.31 feet (North 00 degrees 15 minutes 21 seconds East, 1178.50 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

North 00 degrees 05 minutes 29 seconds East for a distance of 2407.20 feet (North 00 degrees 05 minutes 26 seconds East, 2407.63 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for angle;

and North 00 degrees 08 minutes 41 seconds East for a distance of 352.90 feet (North 00 degrees 08 minutes 37 seconds East, 352.56 feet - record) to a 1/2" rebar with no identification found for an interior corner, the northeast corner of said J.A. Schmidt tract;

THENCE along the interior south boundary fence line of the herein described tract, the north boundary line of said J.A. Schmidt tract, North 89 degrees 53 minutes 15 seconds West for a distance of 1495.54 feet (North 89 degrees 52 minutes 23 seconds West, 1495.87 feet - record) to a 1/2" rebar with no identification found for a northeast corner of the Cliff & Rhonda Wheeler called 118 acre tract, recorded in Volume 625, Page 155, Official Records, Kendall County, Texas;

THENCE along a southwestern boundary line of the herein described tract, the northeastern boundary line of said Cliff & Rhonda Wheeler tract with a high game fence, the following bearings and distances:

North 73 degrees 58 minutes 36 seconds West for a distance of 320.03 feet (North 73 degrees 58 minutes 40 seconds West, 320.00 feet - record) to a 1/2" rebar with no identification found for a southwest corner;

North 00 degrees 05 minutes 56 seconds West for a distance of 1168.00 feet (North 00 degrees 06 minutes 03 seconds West, 1168.25 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for an interior corner;

North 86 degrees 44 minutes 51 seconds West for a distance of 1053.11 feet (North 86 degrees 44 minutes 58 seconds West, 1053.23 feet - record) to a 1/2" rebar with plastic cap "PAPE DAWSON" found for a southwest corner of the called 210.136 acre tract, the southeast corner of the called 800.258 acre tract;

and North 86 degrees 44 minutes 40 seconds West for a distance of 991.48 feet (North 86 degrees 43 minutes 46 seconds West, 991.62 feet - record) to a 1/2" rebar with plastic cap "SCHWARZ 4760" found for an interior corner of the herein described tract, the northwest corner of the said Wheeler tract;

THENCE along an interior east boundary fence line of the herein described tract and the west boundary line of the said Wheeler tract, the following bearings and distances:

South 01 degrees 16 minutes 18 seconds West for a distance of 435.03 feet (South 01 degrees 32 minutes 42 seconds West, 453.03 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set for an angle;

South 10 degrees 32 minutes 50 seconds East for a distance of 4710.56 feet (South 10 degrees 16 minutes 26 seconds East, 4712.92 feet - record) to a 1/2" rebar found for an angle;

and South 32 degrees 09 minutes 15 seconds East for a distance of 1695.14 feet (South 31 degrees 57 minutes 19 seconds East, 1695.40 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set for a southeast corner of the herein described tract, the southeast corner of the called 800.258 acre tract, the north right-of-way line of State

Highway No. 46, from which a found TxDOT concrete right-of-way monument bears North 60 degrees 11 minutes 14 seconds East for a distance of 3.17 feet;

THENCE along the south boundary line of the herein described tract, the north right-of-way line of State Highway No. 46, South 60 degrees 13 minutes 33 seconds West for a distance of 197.86 feet (South 60 degrees 34 minutes 00 seconds West, 200.00 feet - record) to a 1/2" rebar found for a southwest corner of the herein described tract, the southeast corner of the Pauline R. Mutchler (Trustee) called 48.12 acre tract, recorded in Volume 691, Page 526, Official Records, Kendall County, Texas;

THENCE departing from the north right-of-way line of State Highway No. 46 and along the east boundary fence line of said Mutchler tract, North 32 degrees 17 minutes 25 seconds West for a distance of 1285.59 feet (North 31 degrees 57 minutes 58 seconds West - 777.22 feet, North 31 degrees 19 minutes 32 seconds West - 118.94 feet and North 32 degrees 07 minutes 34 seconds West, 389.84 feet - record) to a 1/2" rebar found for the northeast corner of said Mutchler tract;

THENCE along the north boundary fence line of said Mutchler tract, North 89 degrees 30 minutes 12 seconds West for a distance of 1127.02 feet (North 89 degrees 10 minutes 00 seconds West, 1128.12 feet - record) to a 1/2" rebar found for the northwest corner of said Mutchler tract;

THENCE along the west boundary fence line of said Mutchler tract, South 12 degrees 53 minutes 22 seconds East for a distance of 1991.10 feet (South 12 degrees 32 minutes 46 seconds East - 1088.61 feet and South 12 degrees 37 minutes 08 seconds East - 903.93 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set at the southwest corner of said Mutchler tract, the north right-of-way line of State Highway No. 46;

THENCE along the south boundary line of the herein described tract, the south boundary line of the called 800.258 acre tract, the north right-of-way line of State Highway No. 46, the following bearings and distances:

South 53 degrees 09 minutes 03 seconds West for a distance of 638.48 feet (South 53 degrees 31 minutes 31 seconds West, 638.31 feet - record) to a TxDOT concrete right-of-way monument found for angle;

Southwesterly along a curve to the right (radius = 2243.32 feet, delta = 11°31'04", chord bearing = South 59 degrees 53 minutes 04 seconds West, chord = 450.20 feet - record) for a distance of 450.96 feet (451.44) to a TxDOT concrete right-of-way monument found for angle;

South 64 degrees 38 minutes 48 seconds West for a distance of 393.24 feet (South 64 degrees 59 minutes 15 seconds West, 393.10 feet - record) to a TxDOT concrete right-of-way monument found for angle;

Southwesterly along a curve to the right (radius = 1860.33 feet, delta = 10°50'04", chord bearing = South 69 degrees 36 minutes 57 seconds West, chord = 351.26 feet - record) for a distance of 351.78 feet (351.75) to a TxDOT concrete right-of-way monument found for angle;

and South 75 degrees 28 minutes 23 seconds West for a distance of 137.14 feet (South 75 degrees 50 minutes 23 seconds West, 137.32 feet - record) to a TxDOT concrete right-of-way monument, a southwest corner of the herein described tract, the southwest corner of the called 800.258 acre tract, the southeast corner of the Leroy & Lula Bell Rittmann et. al. called 229.85 acre tract, recorded in Volume 347, Page 746, Official Records, and Volume 63, Page 300, Deed Records, Kendall County, Texas;

THENCE along an interior west boundary fence line of the herein described tract, the east boundary line of said Rittmann tract, North 00 degrees 34 minutes 51 seconds East for a distance of 5289.20 feet (North 00 degrees 50 minutes 52 seconds East - 1393.92 feet, North 00 degrees 55 minutes 44 seconds East - 3380.40 feet and North 00 degrees 44 minutes 16 seconds East - 516.29 feet - record) to a 1/2" rebar found for the northeast corner of said Rittmann tract;

THENCE along a south boundary fence line of the herein described tract, the north boundary line of said Rittmann tract, North 89 degrees 59 minutes 36 seconds West for a distance of 1750.01 feet to a 1/2" rebar with plastic cap "MDS SURVEY" found for at the northwest corner of said Rittmann tract, an interior corner of the herein described tract, the northeast corner of the called 232.965 acre tract;

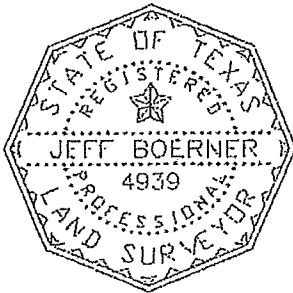
THENCE along the west boundary fence line of said Rittmann tract, an interior east boundary line of the herein described tract, same being the east boundary line of the called 232.965 acre tract, South 00 degrees 42 minutes 55 seconds West for a distance of 5826.77 feet (South, 5786.40 feet - record) to a 1/2" rebar with plastic cap "MDS SURVEY" set for a southeast corner of the herein described tract, the southeast corner of the called 232.965 acre tract, the southwest corner of said Rittmann tract, the north right-of-way line of State Highway No. 46;

THENCE along the north right-of-way line of State Highway No. 46, the south boundary fence line of the herein described tract, North 89 degrees 35 minutes 23 seconds West for a distance of 641.95 feet to the PLACE OF BEGINNING and containing 1243.359 acres of land, more or less.

NOTE: This description was prepared from a survey made on the ground under my supervision and a plat was prepared. Bearings are based on Texas State Plane Coordinate System, South Central Zone.

Jeff Boerner

RPLS #4939 ♦ Job #Esperanza ♦ October 31, 2007



Filed & Recorded in:

**KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK**

06/26/2019 09:45AM

Document Number : 00332055  
Total Fees : \$74.00

Receipt Number - 99292  
By Deputy: Paula Pfeiffer

This Document has been electronically received by this  
Office for Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was e-filed in File  
Number Sequence on the date and at the time stamped  
hereon and was duly recorded in the OFFICIAL RECORDS  
Records of Kendall County, Texas on

06/26/2019  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By: Paula Pfeiffer Deputy