#### RESTRICTIVE COVENANTS & CONDITIONS

Be it known that Renewed Land Group, Ltd., a Texas limited partnership ("Declarant"), for the purpose of attaching these Restrictions & Conditions ("Restrictions") upon the Tract(s), as set out below and any other property added to the Tract(s) in the future (as described in Section 18.03), does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following Restrictions, conditions and use limitations upon the Tract(s). All these Restrictions, conditions, and use limitations set forth herein shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of the Tract(s) is herefore after conveyed or transferred.

#### **DEFINITIONS:**

As used in these Restrictions, the terms set forth below have the following meanings:

Auxiliary Structure- a building of any type other than a Residential Dwelling that is constructed or placed on a Tract, whether or not it is affixed to the land, including but not limited to a garage, barn, storage building, greenhouse, and other building constructed or placed on any part of a Tract. Living quarters may be included in an Auxiliary Structure that is constructed on the Tract, but such structure is not considered a Residential Dwelling for the purpose of these Restrictions unless, at Owner's option, the Owner declares the said Auxiliary Structure with living quarters to be a Residential Dwelling and said structure meets all criteria for a Residential Dwelling. Manufactured Home(s) as defined below shall not be considered an Auxiliary Structure for the purposes of these Restrictions.

Builder- a person or entity other than Declarant who either purchases a Tract(s) for the purpose of constructing a Residential Dwelling or Auxiliary Structure thereon for sale or is engaged by the Owner of a Tract for the purpose of constructing a Residential Dwelling or Auxiliary Structure on the Tract.

Declarant- Renewed Land Group, Ltd., a Texas limited partnership, its successors or assigns.

Guest House- a structure with living quarters for residential purposes constructed on the Tract after the primary residential structure has been completed.

Manufactured Home(s)- a mobile home, manufactured home, modular home, or other similar structure that is not a site-built residence permanently affixed to the land. Manufactured Home(s) shall not be considered an Auxiliary Structure. Manufactured Home(s) shall not be allowed.

Owner or Owners- any person, firm, corporation or other entity or any combination thereof that is the record Owner of fee simple title to a Tract, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Residence- a structure located on a Tract used for habitation purposes (ie. Auxiliary Structure with living quarters, Guest House, Manufactured Home(s), Residential Dwelling, Tiny Home, etc.)

Residential Dwelling- the primary residential structure on a Tract for single-family residential use meeting the minimum square footage requirements as described in Section 3.01. This definition shall include any Manufactured Home allowed on a tract in accordance with Article X below. This definition shall include any "Tiny Home" allowed on a tract in accordance with Section 3.03 below.

TCEQ- the Texas Commission on Environmental Quality.

Tract or Tract(s)- shall mean and refer to each tract or parcel of land described as Tracts 1-6 on Exhibits "A-F" attached hereto and incorporated herein by reference. In the event any Tract is subdivided as allowed in accordance with these Restrictions, the resulting parcel(s) shall then each also be referred to as a Tract. Should any property be added to these Restrictions in accordance with Section 18.03 the additional property shall then each also be referred to as a Tract(s).

Travel Trailer- A commercially built non-self-propelled recreational vehicle with wheels designed to be used as a piece of camping equipment, pulled by a motor vehicle. Unit must include living quarters, and provide cooking, eating, sleeping and bathroom facilities. A structure built on a movable trailer frame shall not be considered a Travel Trailer for the purposes of these restrictions.

#### Article I. GENERAL

<u>Section 1.01</u> LIMITATIONS: The Tract(s) will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in these Restrictions, which run with the land.

<u>Section 1.02</u> UTILITY EASEMENTS: Declarant retains the non-exclusive right to create or allow for the creation of utility and drainage easements running thirty feet (30') along the outside of any public road right-of-way (ROW), along with any additional easements necessary for guy wires and anchors. This right is being retained in part, to assist utility companies with installation of utilities or necessary guy wires and anchors on the Tract(s) in the event the utility company or County Commissioners need such an easement to comply with Texas Utilities Code Sec. 181.044, Texas Water Code Section 49.220, or other applicable statutes providing for placement of utilities along the ROW. In addition to the above:

- (a) There shall be a twenty foot (20ft) wide utility easement centered along all existing electrical lines presently installed on the Tracts described in the Exhibits unless a utility easement of greater size is already of record.
- (b) If utility lines are installed and present within the utility easements described in Section 1.02 at any time, said utility easements may only be amended or revised with the joinder of each utility company which has a utility line installed on that portion of the easement to be amended or revised.
- (c) The installer of any utilities shall reasonably restore any damage to driveways and gates that arises from the installation of such utilities.

#### Article II. USE RESTRICTIONS

<u>Section 2.01</u> BUSINESS & COMMERCIAL USE: No Tract may be used for commercial use. Agricultural and ranching operations shall not be considered a commercial use, trade or business for the purposes of these Restrictions; provided that no commercial feed lots, commercial bird operations, racing or betting operations, or similar commercial enterprises shall occur on a Tract. Agricultural and ranching operations must be typical for the area and quality agri-management practices must be utilized.

<u>Section 2.02</u> INCIDENTIAL BUSINESS USE: No trade or business may be conducted in or from any Tract, except such use within a Residential Dwelling or Auxiliary Structure (or another suitable building as appropriate for the purposes of this paragraph, and any such Residential Dwelling or Auxiliary Structure or suitable building shall be referred to collectively as "Building" for the purposes of this Section) where:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Building;
- (b) the business activity conforms to all zoning requirements and other Restrictions applicable to the Tract(s);
- (c) the business activity does not involve substantial visitation to the Building or Tract by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Tract(s), other than incidental mail delivery and other incidental delivery services; and
- (d) the business activity is consistent with the rural-residential character of the Tract(s) and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Tract(s).
- (e) The uses set out in the preceding (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." The terms "business" or "trade" as used in this Section shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or providing of goods or services for or to persons other than the provider's family, regardless of whether:
  - (i) such activity is engaged in full or part-time;
- (ii) such activity is intended to or does not generate a profit; or
- (iii) a license is required therefor.
- (iv) Notwithstanding the above, the leasing of a Residential Dwelling or Tract shall not be considered a commercial use, or trade or business within the meaning of this Section.

<u>Section 2.03</u> GARAGE SALES: One garage sale, attic sale, estate sale, moving sale, or yard sale (or any similar vending of merchandise) will be allowed once per year on each Tract.

<u>Section 2.04</u> DECLARANT EXEMPTION: This Article does not apply to any activity conducted by the Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of any part of the Tract(s).

<u>Section 2.05</u> ACCESS TO OTHER TRACTS: Tracts shall not be used to access any adjoining property without the recorded consent of Declarant.

## Article III. STRUCTURES

<u>Section 3.01</u> TYPES: Each Residential Dwelling must have a total square footage of at least 1,200 square feet with a minimum 800 square feet of heated living area, exclusive of open porches, breezeways, carports, and garages.

<u>Section 3.02</u> QUANTITY & STYLE: Only one Residential Dwelling is allowed for every five (5) acres. In addition to an allowed Residential Dwelling, a reasonable number of Auxiliary Structures is permitted; however, only one such Auxiliary Structure may contain and utilize living quarters on each Tract. (Examples of Auxiliary Structures that may contain and utilize living quarters include garage apartments, barns with living quarters, and guest house.) Additionally:

- (a) Residential Dwellings shall be built of materials and by practices considered reasonably standard and acceptable to the area. All structures and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition by their respective Owners. Building permits shall be obtained for each structure if mandated by local government requirements.
- (b) Only a Residential Dwelling and Auxiliary Structure with living quarters referenced in this Section shall be used as residences and shall meet or exceed all building code requirements if building codes are required.
- (c) A Residential Dwelling must be completed and in-use prior to any Auxiliary Structure with living quarters being used as a residence.
- (d) An Auxiliary Structure containing living quarters must have a total square footage of 1,000 square feet with a minimum of 600 square feet of heated living area exclusive of open porches, breezeways, carports, and garages.
- (e) If a second Residential Dwelling is constructed on a tract per the one Residential Dwelling per five (5) acre allotment herein, the second Residential Dwelling shall be built on the rear one half of the tract if the first Residential Dwelling was built on the front half of the Tract.

<u>Section 3.03</u> TINY HOMES: Structures typically referred to as "Tiny Home(s)" being less than 1,200 square feet, may be considered for placement or construction on a Tract on a case by case basis, based on quality of construction and design. "Tiny Home(s)" shall be considered a Residential Dwelling for the purposes of these Restrictions. Any such "Tiny Home(s)" designated for placement or construction on any Tract must be approved by:

- (a) A recorded variance executed by Declarant per Section 18.01 in a valid document suitable for such purpose; or
- (b) A vote of Owners per Section 18.01 with such vote recorded of record in a valid document suitable for such purpose; or
- (c) An affirmative vote of each Owner (1 vote per Tract) of each Tract adjoining the Tract where the proposed "Tiny Home(s)" shall be placed or constructed. Such vote shall be recorded of record in a valid document suitable for such purpose.

<u>Section 3.04</u> SETBACKS: All Residential Dwellings, Auxiliary Structures, buildings, garages, barns and other buildings constructed or placed on any part of any Tract must be set back at least two hundred feet (200') from any property line fronting any ROW, and at least fifty feet (50') from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another Tract(s).

<u>Section 3.05</u> COMPLETION OF CONSTRUCTION: Any Residential Dwelling, Auxiliary Structure or other improvement shall be constructed and completed within eighteen (18) months of the earliest to occur of:

- (a) the placement of building materials on the Tract, or
- (b) the commencement of foundation work, or
- (c) the commencement of on-site work for the structure or improvement itself.

#### Article IV. ANIMALS:

<u>Section 4.01</u> SWINE: No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said Tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least one hundred fifty feet (150') from any property line joining another Tract(s) and at least two hundred feet (200) from any property line fronting any ROW.

<u>Section 4.02</u> NUMBER & TYPE OF ANIMALS: The number and type of animals kept on each Tract must be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding Tracts and so as not to endanger the condition of each Tract by overgrazing.

<u>Section 4.03</u> LOCATION OF ANIMALS: All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the Tract.

<u>Section 4.04</u> CANINES: A maximum of one outside dog per two and a half (2.5) acres shall be allowed to be kept on each Tract.

#### Article V. MAINTENANCE

<u>Section 5.01</u> Each Tract Owner will be responsible for the maintenance, repair and upkeep of their respective Tracts and any and all Residential Dwellings, Auxiliary Structures, buildings, and improvements thereon.

#### Article VI. SIGNS

<u>Section 6.01</u> SIGN TYPES: No sign, billboard, or advertising device may be displayed on any Tract which is within the public's view except the following:

- (a) Signs advertising a Tract for sale provided that it does not exceed five (5) square feet in size.
- (b) Signs used for the initial development, construction and/or sale of the Tracts by the Declarant or by a Builder.
- (c) A reasonable number of typical small, four (4) square feet or less, "no trespassing" signs
- (d) One typical, four (4) square feet or less sign indicating the address of the Tract.

#### Article VII. VEHICLES

<u>Section 7.01</u> Two or more vehicles in disrepair placed on any Tract for more than two (2) weeks shall constitute a junk yard, and is hereby prohibited, unless said vehicles are kept in a completely enclosed structure. Any vehicle not possessing a current license plate and/or inspection sticker, or which is not in drivable condition, shall be considered in disrepair.

## Article VIII. STORAGE

<u>Section 8.01</u> Materials or equipment of any kind stored outside on any Tract shall be arranged in an orderly manner on the rear one half of the Tract and no closer than fifty feet (50°) from any property line that joins another Tract(s).

#### Article IX. CAMPING

<u>Section 9.01</u> Camping on any Tract is limited to twelve (12) weeks per calendar year. Any camping facilities (ie. tents, camping trailers, RVs, etc.) shall be located at least one hundred feet (100') from any property line that joins another Tract(s) and at least three hundred feet (300') from any property line fronting any ROW. Camping facilities shall not be left on the property except during the six-week period provided for herein unless contained within a fully enclosed building or placed where said camping facilities are not visible from an adjoining Tract.

## Article X. MANUFACTURED HOME(S)

Section 10.01 ALLOWED TYPE: Manufactured Home(s) shall not be allowed.

#### Article XI. NUISANCE AND ANNOYANCE

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<u>Section 11.01</u> TYPES: No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, safety concern involving an unreasonable risk, or other nuisance to the users of the Tract(s). No portion of the Tract(s) shall be used, in whole or in part, in a way that creates a nuisance. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. In addition:

- (a) No substance, thing, animal, or material shall be kept upon any portion of the Tract(s) that will emit foul or obnoxious odors or that will cause any noise or other condition that will substantially disturb the peace, quiet, comfort, or serenity of the Owners and/or occupants of the Tracts.
- (b) Unless otherwise specifically authorized herein, no noxious, illegal, or offensive activity shall be carried on upon any portion of the Tract(s), nor shall anything be done to cause a nuisance.
- (c) There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Tract(s).
- (d) No part of any Tract shall be used or maintained as a dumping ground for rubbish, debris or junk.
- (e) No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Tract(s), unless required by federal, state or local regulation.

<u>Section 11.02</u> HEIGHT NUISANCE: An improvement of any kind that exceeds forty feet (40') in height is considered a nuisance pursuant to this Section.

#### Article XII. WATER WELLS AND SEPTIC SYSTEMS

<u>Section 12.01</u> Sanitary control easements must be maintained by the Owner of each Tract around any water wells in compliance with TCEQ standards. Additionally, Tracts 4 & 5 are subject to defined additional Sanitary Control Easements as shown on attached survey drawings exhibits G & H. Water wells must be placed in accordance with State law, any Groundwater Conservation District, any greater requirements of the TCEQ or the county in which the Tract is located. An Owner must adhere to the requirements of any applicable water district or county for water wells and septic systems.

<u>Section 12.02</u> No outdoor toilets shall be erected on any Tract (other than for temporary construction use not to exceed three (3) months). A private sewage system shall be installed prior to the habitation of any structure on the Tract(s). An Owner shall comply with all requirements of the applicable county and the TCEQ before installing a private sewage system and for so long as one is operated.

## Article XIII. GROUNDWATER AND WATER SUPPLIES

<u>Section 13.01</u> Any groundwater arising from a Tract or originating from a well on such Tract must be used in a reasonable matter. No amount of groundwater may be withdrawn from a well on a Tract that would substantially deplete the groundwater on any other Tract. As the groundwater originating on each Tract is primarily intended for use on said Tract, no more than an incidental amount of groundwater may be removed beyond the perimeter of each Tract. Declarant/Seller shall have no responsibility nor liability for the sufficiency and/or capacity of any water source including any existing water wells.

## Article XIV. FIREARMS AND HUNTING

<u>Section 14.01</u> USE: The use of firearms on the Tract(s) is not barred unless prohibited by law; however, anyone who discharges a firearm must comply with all local, state, and federal laws and is liable for any resulting property damage or injury. Extreme caution must be used when discharging any firearm.

<u>Section 14.02</u> LIMITATIONS: The recreational discharge of firearms, except game hunting, (ie. "sport" shooting/target practice) shall be conducted during daylight hours only and shall not exceed four (4) hours of cumulative noise generation during any 7-day period. Additionally, any recreational discharge of firearms shall be setback a distance of at least 300ft from any Residential Dwelling on a Tract, unless written permission is granted by the Owner of the Tract with Residential Dwelling within the 300ft setback distance.

#### Article XV. SUBDIVISON OF TRACTS

<u>Section 15.01</u> BY OWNERS: No Tract will be further subdivided into a Tract of less than 10.01 acres without the joinder of the Owners representing at least sixty-seven percent (67%) of all the Tract(s), evidenced by the signature of at least one Owner of each Tract (county approval may be required on any subdivided Tracts – Tract Owners shall also comply with all current county requirements before subdividing).

<u>Section 15.02</u> BY DECLARANT: Declarant reserves the right to combine tracts, subdivide and resubdivide Tracts, without Owner approval, for so long as Declarant owns any portion of the Tract(s).

#### Article XVI. FLOODPLAIN/LOW-LYING AREAS

<u>Section 16.01</u> A portion of the Tract(s) may lie in a floodplain or low-lying areas that are subject to flooding or water saturation and may constitute wetland areas. The Owner of each Tract must use caution and conservative judgment when installing any improvements in or near the flood plain, wetland, or low-lying areas. An Owner is solely responsible for determining the location of such floodplain, wetland, or low-lying areas, any floodplain elevations that are pertinent to an Owner's plans and deciding at what elevation and location improvements will be constructed.

#### **Article XVII. TEXAS 811**

<u>Section 17.01</u> Before performing any construction, excavation, or soil disturbance on a Tract, an Owner or prospective Owner, or a representative on his behalf should contact Texas 811, at (800) DIG-TESS (344-8377), or its successor.

#### Article XVIII. AMENDMENT, DURATION, AND ANNEXATION

#### Section 18.01 AMENDMENT:

- (a) By Declarant: Declarant retains the right to execute amendments to and grant variances from these Restrictions without the joinder of any Owners so long as Declarant owns any portion of the Tract(s). Any such amendment or variance must be evidenced in writing and must be signed by the Declarant. Further, such amendment or variance may not adversely impact an Owner's legitimate existing use already in effect when said variance or amendment is made and said use will be grandfathered as to that Owner.
- (b) By Owners: These Restrictive Covenants may be amended, altered, or cancelled by the affirmative vote of the Owners representing sixty-seven percent (67%) of the total Tracts (one vote per Tract, and any one Owner may cast the vote for a Tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed of record in the Official Public Records of Jack County, Texas to be valid and effective. Provided however, if the Declarant owns any portion of the Tract(s), any amendment, alteration, or cancellation of these Restrictions requires the joinder of the Declarant.
- (c) Challenge: Any challenge to the validity of an amendment or variance must be asserted within two (2) years of the recordation of such amendment.

<u>Section 18.02</u> DURATION: These Restrictions are to run with the Tract(s) until December 31, 2043, and shall extend automatically for additional periods of five (5) years each unless the Owners of Tracts representing at least sixty-seven percent (67%) of the total Tract(s) determine to terminate these Restrictions at the eve of any of said additional five (5) year periods (any one Owner may cast the vote for a Tract) through a duly recorded written instrument terminating these Restrictions.

<u>Section 18.03</u> ANNEXATION: Other land not originally referenced as "Tract(s)" in this instrument may be added to this instrument to become part of the "Tract(s)" by the recording of an instrument adding said land and said instrument shall be executed by the Declarant and any other Owner of said additional land being added herein. Any such land that is added shall become a part of these Restrictions to the same extent as if it had been originally included.

# Article XIX. MISCELLANEOUS

<u>Section 19.01</u> ENFORCEABILITY: The Restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns, the County in which the property is located, as well as each and every Owner of a Tract, their heirs, successors, and assigns. Any one of said

beneficiaries shall have the right to enforce these Restrictions in equity or at law. Provided however, if a property owners association is formed, such property owners association shall have the sole and exclusive right to collect assessments except for any road maintenance fees provided for otherwise in a separately recorded document affecting the Tract(s), unless those road maintenance fees are taken over by such property owners association during the term of existence of any such property owners association.

(a) Additionally, Tract Owners, County officials acting in their official capacity, and the Declarant are empowered to enforce the covenants, conditions and restrictions contained in these Restrictions. Enforcement of these Restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation, or obtain any other relief authorized by law. Such enforcement may be by the Owner of any Tract, the County in which the property is located, or by the Declarant, or their heirs, successor or assigns. The violation of the Restrictions will never at any time work an estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

<u>Section 19.02</u> SEVERABILITY: If one or more of such provisions contained in the Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

<u>Section 19.03</u> NO WAIVER: Failure at any time to enforce these Restrictions, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter. The Declarant, its partners, employees, affiliates, successor and assigns shall have no liability for the applicability, validity, or non-enforcement of any of the restrictive covenants, amendments, variances, and documents referenced in these Restrictions.

<u>Section 19.04</u> CONFLICTS: Should any conflict arise between these Restrictions and any earlier, recorded, valid restrictive covenants still in effect, these Restrictions will be deemed to control and govern land use for the Tract(s).

<u>Section 19.05</u> INTERPRETATION: These Restrictions must be liberally construed to effect their purposes and intent.

<u>Section 19.06</u> ARTICLES & SECTIONS: Article and Section headings in these Restrictions are for convenience of reference and do not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

<u>Section 19.07</u> NUMBER AND GENDER: Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

#### Article XX. SECURITY

Section 20.01 NEITHER THE DECLARANT, ITS PARTNERS, DIRECTORS, MANAGERS, AGENTS, OR EMPLOYEES, NOR ANY SUCCESSOR DECLARANT ("DECLARANT PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE TRACT(S) NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF ANY TRACT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT PARTIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY TRACT, OR OWNER OR USER OF AN IMPROVEMENT ON THE TRACT(S), ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO STRUCTURES AND IMPROVEMENTS AND TO THE CONTENTS OF STRUCTURES AND IMPROVEMENTS ON THE TRACT(S).

(signature page follows)

Executed this 25 day of March, 2024, to be effective the 25 day of March, 2024.

RENEWED LAND GROUP, LTD.

By: Creekside Rural Investments, Inc.

General Partner

By:/

By: Jay Dickens, President

THE STATE OF TEXAS

S

COUNTY OF TOM GREEN &

This instrument was acknowledged before me on this the 25 day of Warch 2024, by Jay Dickens, President of Creekside Rural Investments, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Renewed Land Group, Ltd., a Texas limited partnership.

KATHRYN REYNOLDS
Notary ID #1921825
My Commission Expires
August 29, 2027

Notary Public - State of Texas

RETURN TO: Renewed Land Group 3030 W Beauregard Ave San Angelo, Texas 76901

# Exhibit "A"

# STATE OF TEXAS COUNTY OF JACK

TRACT 1: Survey of 25.34 acres of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 25.34 acres being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a cotton gin spindle (control monument) found at the intersection of the approximate center of Allen Ln. with the approximate center of Henderson Ranch Rd. for a common corner between Lot Nos. 2, 3, 18 & 19, of said Block No. 2, same being a common corner between said Renewed Land Group tract and a tract of land described in a deed to Sherri Calcut, Trustee recorded in Instrument No. 20210003142, of said Official Public Records, for the Southwest corner of this described tract;

Thence N 00°39'58" E, 1491.50 feet over and across said Block No. 2 and said Allen Ln. along the common line between said Renewed Land Group tract, said Calcut tract, a tract of land described in a deed to Craig E. Gouyton et. ux. recorded in Vol. 866, Pg. 322, Deed Records, Jack County, Texas, and a tract of land described in a deed to MX4, LTD recorded in Vol. 918, Pg. 621, of said Deed Records, to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the Western margin of said Allen Ln. for the Northwest corner of this described tract; from which a 3" pipe post (control monument) found for the Northwest corner of said Renewed Land Group tact bears N 00°39'58" E, 1351.62 feet;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the North and East lines of this described tract the following courses and distances:

Thence S 89°06'10" E, 553.08 feet partially over and across said Allen Ln. to a ½" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence S 58°12'57" E, 226.88 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Northeast corner of this described tract;

Thence S 00°32'26" W, 1370.38 feet partially over and across previously mentioned Henderson Ranch Rd. to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the Southern margin of said Henderson Ranch Rd., said point being located in the common line between said Lot Nos. 3 & 18, same being the South line of said Renewed Land Group tract, for the Southeast corner of this described tract; from which a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found for the Southeast corner of said Renewed Land Group tract bears S 89°27'34" E, 1644.68 feet;

Thence N 89°27'34" W, 750.32 feet over and across said Henderson Ranch Rd. along the common line between said Lot Nos. 3 & 18, same being the South line of said Renewed Land Group tract, to the place of beginning and containing 25.34 acres of land of which 0.90 acres of land are situated within the confines of Henderson Ranch Rd. and Allen Ln.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

#### SURVEYOR'S CERTIFICATION

Date: 09/14/2023

I, Barney Dan Arnold, RPLS No. 6224, do hereby certify that these field notes accurately represent an on the ground survey performed under my direct supervision and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors Minimum Standards and there are no visible easements, overlaps or protrusions except as shown on attached sketch numbered 2023-250 TRACT 1.

Barney Dan Arnold, RPLS No. 6224 Arnold Land Surveying & Mapping 306 W. Main St. Eastland, Tx. 76448 (254)629-8550 Office arnoldlandsurvey@att.net

TBPLS Firm No. 101885-00

BARNEY DAN ARNOLD

BARNEY DAN ARNOLD

SURVEY

# **EXHIBIT "B"**

# STATE OF TEXAS COUNTY OF JACK

TRACT 2: Survey of 26.00 acres of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 26.00 acres being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a ½" rebar rod set with a survey cap stamped RPLS 6224 in the Southern margin of Henderson Ranch Rd., said point being located in the common line between said Lot No. 18 and Lot No. 3, of said Block No. 2, same being the South line of said Renewed Land Group tract, for the Southwest corner of this described tract; from which a cotton gin spindle (control monument) found for the Southwest corner of said Renewed Land Group tract bears N 89°27'34" W, 750.32 feet;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the West, North and East lines of this described tract the following courses and distances:

Thence N 00°32'26" E, 1370.38 feet partially over and across said Henderson Ranch Rd. to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Northwest corner of this described tract;

Thence S 89°38'46" E, 825.51 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Northeast corner of this described tract:

Thence S 00°32'26" W, 1373.07 feet partially over and across previously mentioned Henderson Ranch Rd. to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the Southern margin of said Henderson Ranch Rd., said point being located in the common line between said Lot Nos. 3 & 18, same being the South line of said Renewed Land Group tract, for the Southeast corner of this described tract; from which a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found for the Southeast corner of said Renewed Land Group tract bears S 89°27'34" E, 819.17 feet;

Thence N 89°27'34" W, 825.51 feet over and across said Henderson Ranch Rd. along the common line between said Lot Nos. 3 & 18, same being the South line of said Renewed Land Group tract, to the place of beginning and containing 26.00 acres of land of which 0.71 acres of land are situated within the confines of Henderson Ranch Rd.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

#### SURVEYOR'S CERTIFICATION

Date: 09/14/2023

I, Barney Dan Arnold, RPLS No. 6224, do hereby certify that these field notes accurately represent an on the ground survey performed under my direct supervision and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors Minimum Standards and there are no visible easements, overlaps or protrusions except as shown on attached sketch numbered 2023-250 TRACT 2.

Barney Dan Arnold, RPLS No. 6224 Arnold Land Surveying & Mapping 306 W. Main St. Eastland, Tx. 76448

(254)629-8550 Office arnoldlandsurvey@att.net TBPLS Firm No. 101885-00

TATE OF TEXT

# **EXHIBIT "C"**

# STATE OF TEXAS COUNTY OF JACK

TRACT 3: Survey of 26.70 acres of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 26.70 acres being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a ½" rebar rod set with a survey cap stamped RPLS 6224 in the Southern margin of Henderson Ranch Rd., said point being located in the common line between said Lot No. 18 and Lot No. 3, of said Block No. 2, same being the South line of said Renewed Land Group tract, for the Southwest corner of this described tract; from which a cotton gin spindle (control monument) found for the Southwest corner of said Renewed Land Group tract bears N 89°27'34" W, 1575.83 feet;

Thence N 00°32'26" E, 1373.07 feet over and across said Lot No. 18 and said Renewed Land Group tract, partially over and across said Henderson Ranch Rd. along the West line of this described tract to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Northwest corner of this described tract;

Thence S 89°38'46" E, 875.19 feet over and across said Lot No. 18 and said Renewed Land Group tract to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and Farm to Market Road No. 1156, for the Northeast corner of this described tract; from which a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found for a common corner between said Renewed Land Group tract and said Farm to Market Road No. 1156 bears N 02°58'20" E, 73.94 feet;

Thence S 02°58'20" W, 1205.69 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 to a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found at the beginning of a curve to the Left for a common corner between said Renewed Land Group tract and said Farm to Market Road No. 1156, for an angle corner of this described tract;

Thence over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 along said curve to the Left an Arc length of 171.40 feet, said curve having a Radius of 6094.03 feet, a Direction of S 02°09'59" W, and a Chord of 171.39 feet to a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found at the intersection of the West line of said Farm to Market Road No. 1156 with the Southern margin of previously mentioned Henderson Ranch Rd., said point also being located in the common line between said Lot Nos. 3 & 18, for the Southeast corner of said Renewed Land Group tract and this described tract;

Thence N 89°27'34" W, 819.17 feet over and across said Henderson Ranch Rd. along the common line between said Lot Nos. 3 & 18, same being the South line of said Renewed Land Group tract, to the place of beginning and containing 26.70 acres of land of which 0.84 acres of land are situated within the confines of Henderson Ranch Rd.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

## SURVEYOR'S CERTIFICATION

I, Barney Dan Arnold, RPLS No. 6224, do hereby certify that these field notes accurately represent an on the ground survey performed under my direct supervision and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors Minimum Standards and there are no visible easements, overlaps or protrusions except as shown on attached sketch numbered 2023-250 TRACT 3.

Barney Dan Arnold, RPLS No. 6224 Arnold Land Surveying & Mapping 306 W. Main St.

Eastland, Tx. 76448 (254)629-8550 Office arnoldlandsurvey@att.net TBPLS Firm No. 101885-00 Date: 09/14/2023

## **EXHIBIT "D"**

# STATE OF TEXAS COUNTY OF JACK

TRACT 4: Survey of 28.45 acres of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 28.45 acres being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Lot No. 18 and Lot No. 19, of said Block No. 2, same being the common line between said Renewed Land Group tract and a tract of land described in a deed to MX4, LTD recorded in Vol. 918, Pg. 621, Deed Records, Jack County, Texas, for the Northwest corner of this described tract; from which a 3" pipe (control monument) found for the Northwest corner of said Renewed Land Group tract bears N 00°39'58" E, 807.12 feet;

Thence S 83°37'39" E, 695.18 feet over and across said Lot No. 18 and said Renewed Land Group tract along the North line of this described tract to a ½" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence S 83°28'41" E, 1733.46 feet over and across said Lot No. 18 and said Renewed Land Group tract along the North line of this described tract to a 2" pipe post found for an angle corner of this described tract;

Thence S 88°32'39" E, 39.42 feet over and across said Lot No. 18 and said Renewed Land Group tract along the North line of this described tract to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and Farm to Market Road No. 1156 for the Northeast corner of this described tract;

Thence S 01°27'21" W, 334.35 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 to a 5/8" rebar rod with an aluminum survey cap stamped RPLS. 4144 (control monument) found for a common corner between said Renewed Land Group tract and said Farm to Market Road No. 1156, for an angle corner of this described tract;

Thence S 02°58'20" W, 73.94 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 to a ½" rebar rod set with a survey cap stamped RPLS 6224 for a common corner between said Renewed Land Group tract and said Farm to Market Road No. 1156, for the Southeast corner of this described tract;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the South line of this described tract the following courses and distances:

Thence N 89°38'46" W, 1700.70 feet to a  $\frac{1}{2}$ " rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence N 58°12'57" W, 226.88 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence N 89°06'10" W, 553.08 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Lot Nos. 18 & 19, same being the common line between said Renewed Land Group tract and previously mentioned MX4 tract, for the Southwest corner of this described tract; from which a cotton gin spindle (control monument) found for the Southwest corner of said Renewed Land Group tract bears S 00°39'58" W, 1491.50 feet;

Thence N 00°39'58" E, 544.50 feet over and across said Block No. 2 along the common line between said Lot Nos. 18 & 19, same being the common line between said Renewed Land Group tract and said MX4 tract, to the place of beginning and containing 28.45 acres of land of which 0.02 acres of land are situated within the confines of a special setback area.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED SPECIAL SETBACK AREA: Survey of 0.04 acre tract of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 0.04 acre special setback area being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and Farm to Market Road No. 1156, said point being the Northeast corner of the above described 28.45 acres, for an angle corner of this described special setback area;

## "D-1"

Thence S 01°27'21" W, 31.40 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156, same being the East line of this described special setback area, to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Southeast corner of this described special setback area;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the South, West and North lines of this described special setback area the following courses and distances:

Thence N 65°13'52" W, 43.08 feet to a 2" pipe post found for the Southwest corner of this described special setback area;

Thence N 02°00'33" E, 14.35 feet to a 2" pipe post found for an angle corner of this described special setback

Thence N 01°35'22" E, 14.31 feet to a 2" pipe post found for the Northwest corner of this described special setback area;

Thence N 68°18'27" E, 42.84 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and previously mentioned Farm to Market Road No. 1156 for the Northeast corner of this described special setback area;

Thence S 01°27'21" W, 31.15 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156, same being the East line of this described special setback area to the place of beginning and containing 0.04 acres of land.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

#### SURVEYOR'S CERTIFICATION

I, Barney Dan Arnold, RPLS No. 6224, do hereby certify that these field notes accurately represent an on the ground survey performed under my direct supervision and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors Minimum Standards and there are no visible easements, overlaps or protrusions except as shown on attached sketch numbered 2023-250 TRACT 4.

Date: 09/14/2023

Barney Dan Arnold, RPLS No. 6224 Arnold Land Surveying & Mapping

306 W. Main St. Eastland, Tx. 76448 (254)629-8550 Office

arnoidiandsurvey@att.net

TBPLS Firm No. 101885-00



# **EXHIBIT "E"**

# STATE OF TEXAS COUNTY OF JACK

TRACT 5: Survey of 14.79 acres of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 14.79 acres being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and Farm to Market Road No. 1156 for the Northeast corner of this described tract; from which a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found for an angle corner of said Renewed Land Group tract bears N 01°27'21" E, 194.96 feet, a 3" pipe post (control monument) found for the Northeast corner of said Renewed Land Group tract bears N 01°27'21" E, 194.96 feet & N 00°11'22" W, 318.55 feet and a 3" pipe post (control monument) found for the Northwest corner of said Renewed Land Group tract bears N 01°27'21" E, 194.96 feet, N 00°11'22" W, 318.55 feet & N 89°26'43" W, 2461.02 feet;

Thence S 01°27'21" W, 545.01 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Southeast corner of this described tract;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the South, West and North lines of this described tract the following courses and distances:

Thence N 88°32'39" W, 39.42 feet to a 2" pipe post found for an angle corner of this described tract;

Thence N 83°28'41" W, 1733.46 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Southwest corner of this described tract;

Thence N 30°40'16" E, 128.39 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence N 64°42′59" E, 283.13 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Northwest corner of this described tract;

Thence N 85°27'16" E, 1458.60 feet to the place of beginning and containing 14.79 acres of land of which 0.02 acres of land are situated within the confines of a special setback area.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED SPECIAL SETBACK AREA: Survey of 0.04 acre tract of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 0.04 acre special setback area out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and Farm to Market Road No. 1156, said point being the Southeast corner of the above described 14.79 acres, for an angle corner of this described special setback area;

Thence S 01°27'21" W, 31.40 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156, same being the East line of this described special setback area, to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Southeast corner of this described special setback area;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the South, West and North lines of this described special setback area the following courses and distances:

Thence N 65°13'52" W, 43.08 feet to a  $\frac{1}{2}$ " rebar rod set with a survey cap stamped RPLS 6224 for the Southwest corner of this described special setback area;

## "F\_1"

Thence N  $02^{\circ}00'33''$  E, 14.35 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described special setback area;

Thence N 01°35'22" E, 14.31 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Northwest corner of this described special setback area;

Thence N 68°18'27" E, 42.84 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Renewed Land Group tract and previously mentioned Farm to Market Road No. 1156 for the Northeast corner of this described special setback area;

Thence S 01°27'21" W, 31.15 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156, same being the East line of this described special setback area to the place of beginning and containing 0.04 acres of land.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

#### SURVEYOR'S CERTIFICATION

I, Barney Dan Arnold, RPLS No. 6224, do hereby certify that these field notes accurately represent an on the ground survey performed under my direct supervision and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors Minimum Standards and there are no visible easements, overlaps or protrusions except as shown on attached sketch numbered 2023-250 TRACT 5.

Date: 09/14/2023

Barney Dan Arnold, RPLS No. 6224 Arnold Land Surveying & Mapping

306 W. Main St. Eastland, Tx. 76448 (254)629-8550 Office arnoldlandsurvey@att.net

TBPLS Firm No. 101885-00

BARNEY DAN ARNOLD

SURVEY

OSURVEY

OSU

## **EXHIBIT** "F"

# STATE OF TEXAS COUNTY OF JACK

TRACT 6: Survey of 38.00 acres of land out of and part of Lot No. 18, Block No. 2, Henderson County School Land Survey, Abstract No. 257, Jack County, Texas, said 38.00 acres being out of and part of that tract of land described in a deed to Renewed Land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Texas, and being further described by metes and bounds as follows:

Beginning at a 3" pipe post (control monument) found for a common corner between Lot Nos. 18, 19, 22 & 23, of said Block No. 2, same being a common corner between said Renewed Land Group tract and a tract of land described in a deed to MX4, LTD recorded in Vol. 829, Pg. 818, Deed Records, Jack County, Texas, for the Northwest corner of this described tract;

Thence S 89°26'43" E, 2461.02 feet over and across said Block No. 2 along the common line between said Lot Nos. 18 & 22, same being the common line between said Renewed Land Group tract and said MX4 tract, to a 3" pipe post (control monument) found in the West line of Farm to Market Road No. 1156 for a common corner between said Renewed land Group tract and said MX4 tract, for the Northeast corner of this described tract:

Thence S 00°11'22" E, 318.55 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 to a 5/8" rebar rod with an aluminum survey cap stamped RPLS 4144 (control monument) found for a common corner between said Renewed Land Group tract and said Farm to Market Road No. 1156, for an angle corner of this described tract;

Thence S 01°27'21" W, 194.96 feet over and across said Lot No. 18 along the common line between said Renewed Land Group tract and said Farm to Market Road No. 1156 to a ½" rebar rod set with a survey cap stamped RPLS 6224 for the Southeast corner of this described tract;

Thence over and across said Lot No. 18 and said Renewed Land Group tract along the South line of this described tract the following courses and distances:

Thence S 85°27'16" W, 1458.60 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence S 64°42'59" W, 283.13 feet to a 1/2" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence S 30°40'16" W, 128.39 feet to a 1/2" rebar rod set with a survey cap stamped RPLS 6224 for an angle corner of this described tract;

Thence N 83°37'39" W, 695.18 feet to a ½" rebar rod set with a survey cap stamped RPLS 6224 in the common line between said Lot Nos. 18 & 19, same being the common line between said Renewed Land Group tract and a tract of land described in a deed to MX4, LTD recorded in Vol. 918, Pg. 621, of said Deed Records, for an the Southwest corner of this described tract;

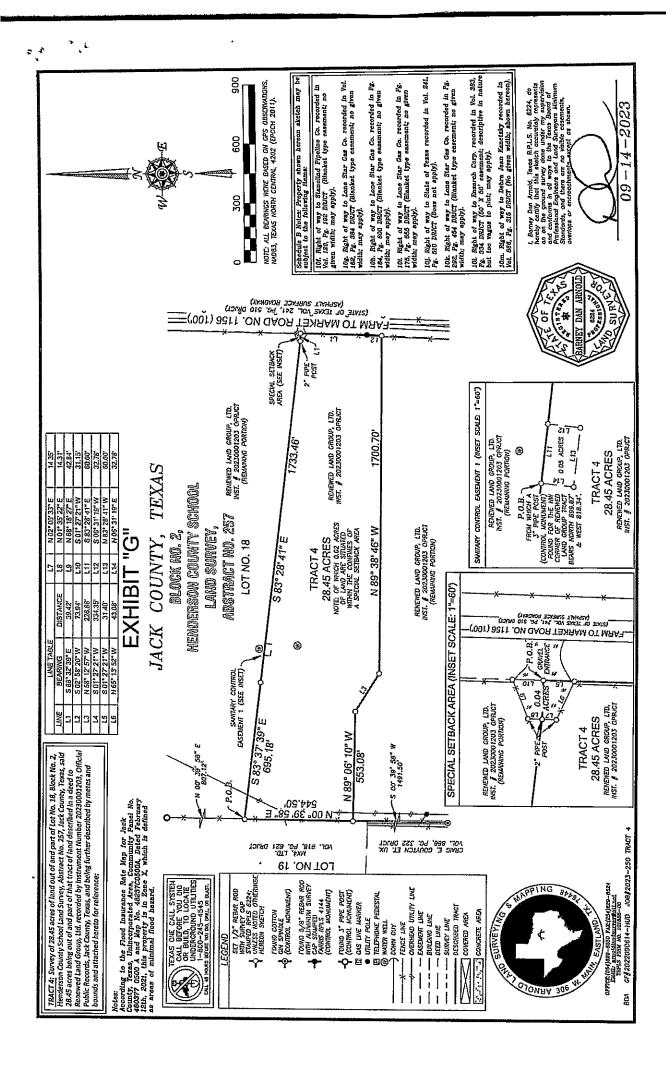
Thence N 00°39'58" E, 807.12 feet over and across said Block No. 2 along the common line between said Lot Nos. 18 & 19, same being the common line between said Renewed Land Group tract, said MX4 tract and previously mentioned MX4 tract to the place of beginning and containing 38.00 acres of land.

NOTE: All bearings were based on GPS observations, NAD83, Texas North Central 4202 (EPOCH 2011).

#### SURVEYOR'S CERTIFICATION

I, Barney Dan Arnold, RPLS No. 6224, do hereby certify that these field notes accurately represent an on the ground survey performed under my direct supervision and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors Minimum Standards and there are no visible easements, overlaps or protrusions except as shown on attached sketch numbered 2023-250 TRACT 6.

Barney Dan Arnold, RPLS No. 6224 Arnold Land Surveying & Mapping 306 W. Main St. Eastland, Tx. 76448 (254)629-8550 Office arnoldlandsurvey@att.net TBPLS Firm No. 101885-00 Date: 09/14/2023



5---? **5**-÷ 1 8 NOTC: ALL BEARINGS WERE BASED ON CPS OBSETVATIONS, NADBS, TEXAS NORTH CENTRAL, 4202 (FPOCH 2011). I, Barney Den Arnold, Tecas R.P.L.S. No. 6224, do head to go carrief for proprieting on an oil for ground survey of one under my supervisions and colorium in all mays to the facts Board of Professional Explanation of Deplacement and London Standards, and Tecas and come in which supervisional Explanation or one in vibral community. Schedule B Noter. Proparty shown hereon skelch may be subject to the following Hems: Right of way to State of Texas recorded in Vol. 241, Pg. 510 DRICT (Does not apply). 101. Right of way to kinearch Corp., recorded in Vol. 383, Pg. 534 DRICT (50° X 60° essement; descriptive in nature but too regue to plot; may spply). 10k. Right of way to lone Star Gos Co. recorded in Pg. 299, Pg. 464 DRICT (Blankot type ensument; no given width; may apply). 10g. Right of way to lone Star Gas Co. recorded in Vol. 16g. Pg. 364 DRICT (Blanket type easement; no given width; may opply). 10h. Right of way to Lone Star Gas Co. recorded in Pg. 164, Pg. 600 DRICT (Stanket type easement; no given width; may apply). 10m. Right of way to Debra Jean Kanstaky recorded in Yol. 888, Pg. 315 DRICT (No given width; shown hereon). ing Right of way to Lone Star Gas Co. recorded in Fg. 175, Pg. 555 DRICT (Blankei type easement; no given width; may apply). 10t. Right of way to Standing Pipaline Cn. recorded in Pol. 12th, Pg. 125 Dill? [Blankel type essement no given width: may apply]. 09 - 14 - 20239 300 SURVEY OF SANITARY CONTROL EASEMENT 2 (INSET SCALE: 1"=60") 140 EEE 40 S 0.07 ACRES E RENEWED LAND GROUP, LTD. INST. # 20230001203 OPRJCT (RELAWINING PORTION) REMEMED LAND GROUP, LTD. HIST. # 20230001203 OPRICT 14.79 ACRES ➌ TRACT 5 SANITARY CONTROL EASEMENT 1 (INSET SCALE: 1"=60") RENEWED LAND GROUP, LTD. INST. # 20230001203 OPPLCT 0.05 ACRES 14 M TO MARKET ROAD NO. 115 (state of texts vol. 24), pg. 510 Briet) RENEWED LAND GROUP, LTD. INST. # 20230001203 OPRJCT (REMAINING POSTION) JACK COUNTY, TEXAS 415 (1156 (1001) MAA4<u>≔</u> FO.B. FROM WHICH A ST. PIPE FOOT CONTROL MOWILEHT CONDE TO FEE THE WAS CONDER TO FEE T ą COUPHENT J P.O.B. RENEWED LAND GROUP, LTD. INST. # 20230001203 OPRJCT TRACT 5 14.79 ACRES POST 2461,02 EXHIBIT "H" RENEWED LAND GROUP, LTD. INST. # 20230001203 OPRJCF (REMAINING PORTION) NX4, LTD. VDL. 829, PG. 818 DRJCT 1458.60 RENEWED LAND GROUP, LTD. INST. # 20230001203 OPRICT (RENAWING PORTION) SPECIAL SETBACK AREA (INSET SCALE: 1"=60) **3** 14.79 ACRES
NOTE OF WHICH GOZ ACRES
OF WIND ARE STRUKED
WITHIN WE CONFINIS OF
A SPECIAL STEEMER MEX FARM TO MARKET ROAD NO. 1156 (100').
(SIME OF TOMS YOU AND PO. 310 PRICE)
(MARKET SURFINE ROADWAY) HENDERSON COUNTY SCHOOL N 85° 27' 16" E TRACT 5 10 " P.O.B. ABSTRACT NO. 257 LAND SURVEY, BLOCK NO. 2, N 89' 26' 43" | LOT NO. 18 N 83° 28' 41" W **LOT NO. 22** TRACT 5
14.79 ACRES
RENED LAND GROUP, ITE.
HIST. # 20230501203 OPRICT REHEWED LAND GROUP, LTD. HIST. § 20230001203 OPRJCT (REMAINING PORTION) SANITARY CONTROL EASEMENT 1 (SEE INSET) S Jalid <u>TRACT 5:</u> Survey of 14,79 acres of land out of and part of lot No. 18, Block No. 2, Hendexano Louny, Scholand Survey, Abstract No. 257, Jack County, Texas, said 14.79 acres being out of and part of that tract of land described in a deed to Renewed land Group, Ltd. recorded by Instrument Number 20230001203, Official Public Records, Jack County, Toxas, and being further described by meters and public Records altached hereto for reference: SANITARY CONTROL EASEMENT 2 (SEE INSET) OFFICE (1847) 1829—1838 OFFIC (1847) 1829—1838 OFFICE (1847) 1845 FIZH NO. (1868)—1845 FIZH NO. (1869)—1845 FIZH NO. (1860)—1845 FIZH N Notes: According to the Flood Insurance Rate Map for Ack County, Texas, Unincorporated Area. Community Panal No. 480377 6500 A and Map No. 48237005004, Dated February 12th, 2021, this property is in Zone X, which is defined as areas of minimal flood bazard. SET 1/2" REBAR ROD
WITH SURVEY CAP
STANDED ROLE 6224;
A UNIESS NOTED OTHERWISE
HEREON SKETCH TEXAS ONE CALL SYSTEM
OR BUILD, TO LOCATE
OR BUILD, TO LOCATE
OR BUILD, TO LOCATE
1-800-255-458

CALL 16 HOUS SETOR TO DAY ONE, AR BAST. FOUND 5/8" REGAR ROD WITH ALIMENIA SURVEY CAP SIMPRID FARRS FULLS A 144 (CONTROL MONUMENT) & HAPPING 844 FOUND COTTON GIN SPHOLE (CONTROL MONUMENT) (B) WATER WELL

→ DOWN GUY CONTROL MONUMENT) IN CAS LINE MARKER - DESCREED TRACT ASA TO THE SONORER AREA COVERED AREA UTILITY POLE FENCE LINE CAT OLONAA 30E

# FILED FOR RECORD VANESSA JAMES - COUNTY CLERK JACK COUNTY, TEXAS

# INST NO:20240001307

FILED ON: APRIL 2, 2024 AT 1:41pm
THE INSTRUMENT CONTAINED 19 PAGES AT FILING

# THE STATE OF TEXAS COUNTY OF JACK

I, Vanessa James, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 2nd day of April 2024 at 1:41 PM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 20240001307, 19 Pages

Vanessa James, County Clerk