

After recording return to:

Robert D. Burton, Esq.
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
rburton@winstead.com



NAVARRO RANCH
COMMUNITY ENHANCEMENT COVENANT
[RESIDENTIAL]

Guadalupe County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COMMUNITY ENHANCEMENT COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 9.5 OF THE MASTER COVENANT AS FURTHER DESCRIBED BELOW.

DECLARANT: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

Cross reference to Navarro Ranch Master Covenant [Residential], recorded under Document No. 202199037189, in the Official Public Records of Guadalupe County, Texas.

NAVARRO RANCH
COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
DEFINITIONS.....	2
1.1 Definitions.....	2
ARTICLE 2	
COMMUNITY ENHANCEMENT FEE.....	3
2.1 Community Enhancement Fee.....	3
2.2 Community Activities, Services, Programs and Capital Improvements ...	3
2.3 Contributions to Governmental Entities and Tax Exempt Organizations..	5
2.4 Community Enhancement Fee Obligations	5
ARTICLE 3	
MISCELLANEOUS.....	9
3.1 Breach Shall Not Permit Termination	9
3.2 Amendment.....	9
3.3 Enforcement.....	9
3.4 Inurement.....	9
3.5 Severability; Governing Law.....	10
3.6 Notices	10

NAVARRO RANCH

COMMUNITY ENHANCEMENT COVENANT

[RESIDENTIAL]

This Community Enhancement Covenant [Residential] (the "Community Covenant"), is made by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

A. Declarant owns approximately 324.27 acres of land located in Guadalupe County, Texas, as more particularly described on Exhibit "A", attached hereto (the "Property").

B. Declarant has caused to be Recorded that certain Navarro Ranch Master Covenant [Residential], recorded as Document No. 202199037189 in the Official Public Records of Guadalupe County, Texas (the "Master Covenant").

C. Portions of the Property may be made subject to the Master Covenant upon the Recordation of one or more Notices of Applicability pursuant to *Section 9.5* of the Master Covenant. Upon the Recordation of a Notice of Applicability in the Official Public Records of Guadalupe County, Texas: (i) the portions of the Property described therein shall be governed by and fully subject to this Community Covenant; and (ii) the portions of the Property described therein and any additional property made subject to this Community Covenant in the future shall constitute the "Community" for the purposes set forth herein.

No portion of the Property is subject to the terms and provisions of this Community Covenant until a Notice of Applicability (as defined in *Section 9.5* of the Master Covenant) is Recorded in the Official Public Records of Guadalupe County, Texas. A Notice of Applicability may only be Recorded by Declarant. If Declarant is not the owner of any portion of the Property then being made subject to the terms and provisions of the Master Covenant, the owner of the Property must execute the Notice of Applicability evidencing its consent to its recordation.

Property versus Community	
"Property" -	Land described in <i>Exhibit "A"</i> . This is the land that <u>may be made</u> subject to this Community Covenant, from time to time, by the Recording of one or more Notices of Applicability.
"Community" -	This is the portion of the land described in <i>Exhibit "A"</i> that <u>has been made</u> subject to this Community Covenant through the Recordation of a Notice of Applicability.

D. Upon Recordation by Declarant, and as further set forth below, this Community Covenant creates a funding structure to support interest affecting the Community through the levy and collection of a Community Enhancement Fee (as defined below).

NOW, THEREFORE, it is hereby declared that upon the Recordation of a Notice of Applicability pursuant to *Section 9.5* of the Master Covenant: (i) such portions of the Property described in the Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with such Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE 1 DEFINITIONS

1.1 **Definitions.** Any capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Community Covenant will have the following meanings:

(i) “Board” means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

(ii) “Community Enhancement Fee” has the meaning given such term in Section 2.4 below.

(iii) “Community Investment Fund” means the account designated pursuant to this Community Covenant to receive the Community Enhancement Fee.

(iv) “Transfer” means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (i) the conveyance of fee simple title to any Lot or Condominium Unit; (ii) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (iii) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited

liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Covenant.

(v) "Transfer Price" means the greater of: (i) the price paid by the Transferee for the Lot or Condominium Unit; or (ii) the value of the Lot or Condominium Unit, including any Improvements or betterments constructed thereon, as determined by the Guadalupe County Appraisal District in their most recent valuation of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of clause (ii) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

(vi) "Transferee" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Covenant.

(vii) "Transferor" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Community Covenant.

**ARTICLE 2
COMMUNITY ENHANCEMENT FEE**

2.1 Community Enhancement Fee. The Board, acting on behalf of the Association shall have the authority to levy and collect the Community Enhancement Fee, as further set forth below.

2.2 Community Activities, Services, Programs and Capital Improvements. Through the collection and administration of the Community Enhancement Fee, the Board may organize, fund, and administer such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate to serve as a means to: (i) enhance and promote the advancement of the Community and the Property; (ii) encourage, support and fund Community or Community-related programs, activities, services, interests or construction of Improvements or other infrastructure benefiting the Property or the Community; (iii) fund the provision of electronic access to Community documents and documents pertaining to the Property; and (iv) fund educational, charitable, social, cultural, recreational, political, physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to

the Community and the Property. Such activities, capital Improvements or other infrastructure, services, and programs may include, but are not limited to, the following:

- (i) primary and adult formal or informal education programs;
- (ii) training and orientation programs;
- (iii) learning centers, computer centers, activity centers and/or business centers;
- (iv) coordinated activities and recreational and social programs (*e.g.*, book clubs, hikes, cooking classes, scavenger hunts, etc.);
- (v) environmental programs (*e.g.*, community-wide recycling, community gardens, etc.);
- (vi) activities designed to promote compliance with community regulations through education, communication, and grass roots support;
- (vii) promotional and public relations activities on behalf of the Community;
- (viii) cultural, artistic, environmental, and wellness programs;
- (ix) community services for the benefit of the Community's residents (*e.g.*, caretaker services, childcare, personal shopping services, etc.);
- (x) developing, hosting or maintaining Community internet or intranet sites;
- (xi) community-wide audio, video and technology;
- (xii) charter clubs and other volunteer organizations and activities;
- (xiii) capital Improvements consisting of charitable, educational, cultural, social, recreational, environmental, political, physical fitness and/or wellness facilities or other infrastructure.; and
- (xiv) other services, activities, and programs which enhance the sense of community within the Development.

Nothing in this Section shall be construed as a representation by Declarant, the Board or the Association to what, if any, activities, services, or programs shall be provided.

2.3 Contributions to Governmental Entities and Tax Exempt Organizations. On behalf of the Association, the Board may contribute money, real or personal property, or services to any Governmental Entity or any non-profit, tax-exempt organization, the operation of which confers some benefit upon the Community, the Association, its members, or residents. The Board may also approve additional funds to be contributed to any reserves established by the Association for the benefit of the Community, the Association, its members or residents. Any funds contributed to such Governmental Entity, tax exempt organization or the Associations reserves may be paid from the Community Investment Fund. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

2.4 Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property:

2.4.1 Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferee thereof shall be obligated to pay a "**Community Enhancement Fee**" to the Association equal to the Transfer Price multiplied by one fourth of one percent (0.25%), unless the Transfer in question is excluded under this Community Covenant. The Community Enhancement Fee is neither imposed as a penalty nor a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

2.4.2 Liability for the Community Enhancement Fee. If the Transferee does not pay the Community Enhancement Fee as required by this Section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with *Article 5* of the Master Covenant.

2.4.3 Deposit of Community Enhancement Fee Into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements

schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

2.4.4 Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor or Transferee shall provide a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any owner, Transferor, or Transferee which are reasonably related to the payment of the Community Enhancement Fee.

2.4.5 Disbursements. Upon Majority vote, the Board may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Community Covenant or to pay costs to administer this Community Covenant and the Community Investment Fund.

2.4.6 Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under *Article 5* of the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in *Article 5* of the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in questions; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds

on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Community Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records for Guadalupe County, Texas. If the debt is cured after a notice has been recorded, the Association shall record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other Assessment liens as further set forth in *Article 5* of the Master Covenant.

2.4.7 Reporting on Exclusions from Community Enhancement Fee. In the event that a Transferee or Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Enhancement Fee under this section, the Transferee or Transferor shall provide written notice (the "**Notice**") to the Board within five (5) days prior to the Transfer in question, explaining the Transfer and the reason such Transfer should be excluded. If, after review of the Notice, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, the Board shall notify the party providing the Notice of its obligation to pay the Community Enhancement Fee to the Association. Prior to its decision on any Notice, the Board may request additional information or clarification from the party submitting such Notice, and such party shall promptly provide the Board with such additional information.

2.4.8 Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Enhancement Fee:

- (i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city and county, municipality, district or other political subdivision of such states;
- (ii) Transfer to the Association. Any Transfer to the Association created pursuant to the Master Covenant, or its respective successors or assignees;

(iii) Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees;

(iv) Transfer from Declarant. Unless waived in writing by Declarant, any Transfer from or by Declarant or its successor, assignee or affiliate;

(v) Transfer to Homebuilder/Development Owner. Any Transfer from Declarant, or its successor, assignee or affiliate, to a Homebuilder or a Development Owner. For purposes of this subparagraph, **“Homebuilder”** means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party, and **“Development Owner”** means any Owner who acquires a Lot for the purpose of resale to a Homebuilder.

(vi) Transfer to Initial Homeowner. Any Transfer to an Initial Homeowner. For the purposes of this subparagraph, **“Initial Homeowner”** means the first Owner that acquires a Lot or Condominium Unit with a completed residence from a Homebuilder or Developer and that is not in the business of constructing single-family residences for resale to third parties.

(vii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person’s stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

(viii) Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

(ix) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;

(x) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding;

(xi) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is

security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a “**Holding Company**”), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company;

(xiii) Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; and

(xiv) Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

**ARTICLE 3
MISCELLANEOUS**

3.1 Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Community Covenant shall entitle Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Community Covenant.

3.2 Amendment. This Community Covenant may be amended: (i) unilaterally by the Declarant during the Development Period; or (ii) the Majority vote by the Board and the Declarant during the Development Period.

3.3 Enforcement. The Association or Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Community Covenant.

3.4 Inurement. This Community Covenant and the restrictions created hereby are binding upon the Owners of all or any portion of the Property.

3.5 Severability; Governing Law. The provisions of this Community Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Community Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Community Covenant is performable in Guadalupe County, Texas.

3.6 Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Community Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

**LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.,**
a Texas limited partnership

By: U.S. Home Corporation,
a Delaware corporation,
its general partner

By: [Signature]
Printed Name: Jones Halcomb
Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 13 day of October, 2021, by Jones Halcomb, Authorized Agent of U.S. Home Corporation, a Delaware corporation, general partner of Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, on behalf of said entities.

(SEAL)

[Signature]
Notary Public Signature

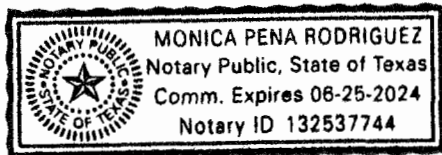


EXHIBIT A

DESCRIPTION OF PROPERTY



**DESCRIPTION FOR
A 127.07 ACRE TRACT**

A 127.07 acre tract of land situated in the Antonio Maria Esnaurizar Survey, Abstract 20, and the William J. Ragsdale Survey No. 52, Abstract 268, Guadalupe County, Texas, and being portion of that called 24.12 acre tract of land conveyed to Paula T. Soukup and recorded in Volume 877, Page 540 in the Official Public Records of Guadalupe County, Texas (O.P.R.), a portion of that called 94.50 acre tract of land conveyed to Randall Raymond Smidt and recorded in Volume 2934, Page 159 in the O.P.R., and a portion of those called 125.3 acre tract of land and 80.6 acre tract of land, both conveyed to Louis C. Heinemeyer and wife Annie Heinemeyer and recorded in Volume 234, Page 559 in the Deed Records of Guadalupe County, Texas, said 127.07 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point in the southwesterly right-of-way (R.O.W.) line of F.M. 758, an 80' wide R.O.W. at this point, and for the northwest corner of Lot 1 of Karens Park Subdivision and recorded in Volume 7, Page 16 in the Map and Plat Records of Guadalupe County, Texas (M.P.R.) and for the northeast corner of said Heinemeyer tract, and for the most northerly northeast corner of the tract herein described, and from which a found ½" iron rod bears S 75°05'23" E, a distance of 0.40 foot;

THENCE: S 00°36'58" E, along and with the common line of said Heinemeyer tract and said Lot 1, a distance of 1600.88 feet to a calculated point for the southwest corner of said Lot 1 and the northwest corner of said Smidt tract, from which a found 1" iron pipe bears S 58°30'38" W, a distance of 0.78 foot;

THENCE: N 89°25'35" E, along the northerly line of said Smidt tract and the southerly line of said Lot 1, passing at a distance of 134.88 feet a ½" iron rod with plastic cap stamped B&A RPLS 2633 found for the southeast corner of said Lot 1 and for the southwest corner of Lot 2 of Karens Park Subdivision, and passing at a distance of 409.85 feet a ½" iron rod found for the southeast corner of said Lot 2 and for the southwest corner of that called 15.077 acre tract of land described in the living trust of Paula T. Nemec and Glenn A. Nemec and recorded in Document NO. 2019-9903833 in the O.P.R., and passing at a distance of 821.09 feet a ½" iron rod found for the southeast corner of said Nemec tract and for the southwest corner of that called 20.00 acre tract of land conveyed to Chase Jaroszewski and recorded in Volume 2617, Page 242 in the O.P.R., and passing at a distance of 1364.61 feet a calculated point for the southeast corner of said Jaroszewski tract and the southwest corner of the remainder of Lot 7 of 123 Farmetts and recorded in Volume 4, Page 253 in the M.P.R., and also being that called 4.157 acre tract of land conveyed to April A. Kortz and recorded in Volume 2584, Page 166 in the O.P.R., and continuing along and with the southerly line of said Kortz tract for a total distance of 1377.02 feet to a ½" iron rod found for the northwest corner of that called 17.99 acre tract of land conveyed to Heart Six Bar, Inc. and recorded in Document No. 2017017874 in the O.P.R. for the most easterly northeast corner of the tract described herein;

THENCE: S 00°59'36" E, along and with the common line of said Smidt tract and said Heart Six Bar tract, passing at a distance of 502.20 feet a found ½" iron rod for the southwest corner of said Heart Six Bar tract, and for the northwest corner of that called 5.00 acre tract of land conveyed to Ruben Perez and Manuela Perez and recorded in Document No. 2015003444 in the O.P.R., passing at a distance of 769.28 feet to a 60d nail found for the southwest corner of said Perez tract and the northwest corner of that called 11.90 acre tract of land conveyed to Lucille Casner and recorded in Volume 2522, Page 180 in the O.P.R., and passing at a distance of 1365.16 feet a ½" iron rod found for the southwest corner of said Casner tract and for the northwest corner of that called 16.77 acre tract of land conveyed to Kenneth Horace Fohn and recorded in Volume 1461, Page 64 in the O.P.R., and continuing along and with the westerly line of said Fohn tract for a total distance of 1921.86 feet to a ½" iron rod found for the southwest corner of said Fohn tract and for the northwest corner of said Soukup tract;

THENCE: N 89°30'19" E, along and with the southerly line of said Fohn tract and the northerly line of said Soukup tract, a distance of 911.52 feet to a calculated point, from which a ½" iron rod found in the westerly R.O.W. of State Highway 123 for the northeast corner of said Soukup Tract and for the southwest corner of said Fohn tract bears N 89°30'19" E, a distance of 400.13 feet;

THENCE: S 00°31'06" E, over and across said Soukup tract, a distance of **355.02 feet** to a calculated point at the beginning of a curve to the left;

THENCE: along and with the arc of said non-tangent curve to the left having an arc of **124.45 feet**, a radius of **320.00 feet**, a delta of **22°17'00"** and a chord bears **N 78°21'40" E**, a distance of **123.67 feet** to a calculated point at a point of tangency;

THENCE: N 67°13'10" E, over and across said Soukup tract, a distance of **128.10 feet** to a calculated point at the beginning of a curve to the right;

THENCE: along and with the arc of said tangent curve to the right having an arc of **43.23 feet**, a radius of **380.00 feet**, a delta of **06°31'05"** and a chord bears **N 70°28'43" E**, a distance of **43.21 feet** to a calculated point at a point of tangency;

THENCE: N 73°44'15" E, over and across said Soukup tract, a distance of **127.38 feet** to a calculated point in the westerly R.O.W. of State Highway 123, from which point a $\frac{1}{2}$ " iron rod found for the northeast corner of said Soukup Tract and for the southwest corner of said Fohn tract bears **N01°18'27" W**, a distance of **233.86 feet**;

THENCE: S 01°18'27" E, along and with the westerly R.O.W. of State Highway 123, a distance of **100.00 feet** to a calculated point, from which point a $\frac{1}{2}$ " iron rod with plastic cap stamped TRI COUNTY bears **S 01°18'27" E**, a distance of **464.75 feet**;

THENCE: N 84°58'52" W, over and across said Soukup tract, a distance of **100.61 feet** to a calculated point at the beginning of a curve to the left;

THENCE: along and with the arc of said non-tangent curve to the left having an arc of **44.22 feet**, a radius of **320.00 feet**, a delta of **07°55'06"** and a chord bears **S 71°10'43" W**, a distance of **44.19 feet** to a calculated point at a point of tangency;

THENCE: S 67°13'10" W, over and across said Soukup tract, a distance of **128.10 feet** to a calculated point at the beginning of a curve to the right;

THENCE: along and with the arc of said tangent curve to the right having an arc of **147.79 feet**, a radius of **380.00 feet**, a delta of **22°17'00"** and a chord bears **S 78°21'40" W**, a distance of **146.86 feet** to a calculated point;

THENCE: S 00°29'50" E, over and across said Soukup tract, a distance of **382.82 feet** to a calculated point in the southerly line of said Soukup tract and in the northerly line of Lot 2 of Erdeben Subdivision as recorded in Volume 6, Page 421 in the M.P.R., and as conveyed to Albert G. Lopez III and Elsa P. Lopez and recorded in Volume 1688, Page 950 in the O.P.R. for the most southerly southeast corner of the tract herein described, from which point a $\frac{1}{2}$ " iron rod with plastic cap stamped TRI COUNTY found in the westerly R.O.W. of State Highway 123 and for the southeast corner of said Soukup tract bears **N 89°36'03" E**, a distance of **411.29 feet**;

THENCE: S 89°36'03" W, along and with the southerly line of said Soukup tract and the northerly line of said Lot 2, passing at a distance of **365.40 feet** a $\frac{1}{2}$ " iron rod with plastic cap stamped TRI COUNTY found for the northwest corner of said Lot 2 and the northeast corner of that called 5.69 acre tract of land conveyed to Benjamin Baker and spouse Michelle Baker and recorded in Volume 2789, Page 327 in the O.P.R., and continuing along the northerly line of said Baker tract for a total distance of **747.12 feet** to a $\frac{1}{2}$ " iron rod found for an angle point;

THENCE: S 66°55'37" W, continuing along and with the southerly line of said Soukup tract and the northerly line of said Lot 2, a distance of **170.10 feet** to a calculated point for the southwest corner of said Soukup tract, for the northwest corner of said Baker tract, and in the easterly line of said Smidt tract, from which point a found $\frac{1}{2}$ " iron rod with plastic cap stamped TRI COUNTY bears **S65°28'44" W**, a distance of **0.50 foot**;

THENCE: S 00°59'36" E, along and with the easterly line of said Smidt tract and the westerly line of said Baker tract, a distance of **32.63 feet** to an 8" cedar fence post found for the southeast corner of said Smidt tract and for the northeast corner of that called 6.086 acre tract of land conveyed to Lori Katsmorak and recorded in Volume 4178, Page 816 in the O.P.R.;

THENCE: S 89°27'36" W, along and with the southerly line of said Smidt tract and the northerly line of said Katsmorak tract, a distance of **725.47 feet** to a cotton spindle found in a fence post for the northwest corner of said Katsmorak tract and for an interior angle point in said Smidt tract;

THENCE: S 00°31'58" E, along and with the easterly line of said Smidt tract and the westerly line of said Katsmorak tract, a distance of **365.71 feet** to calculated point in the northerly R.O.W. of Harborth Road (County Road 125, variable width R.O.W.) for the southwest corner of said Katsmorak tract and for an exterior angle point in said Smidt tract, from which point a found 1/2" iron rod bears S 02°58'50" E, a distance of 0.44 foot;

THENCE: S 89°38'03" W, along and with the northerly R.O.W. of Harborth Road and the southerly line of said Smidt tract, a distance of **669.57 feet** to a 1/2" iron rod with plastic cap stamped URBAN CIVIL found for the southwest corner of said Smidt tract and for the southeast corner of said Heinemeyer tract;

THENCE: N 89°06'58" W, along and with the northerly R.O.W. of Harborth Road and the southerly line of said Heinemeyer tract, a distance of **132.05 feet** to a calculated point for the southwest corner of the tract herein described, from which point a found 1/2" iron rod with plastic cap stamped URBAN CIVIL bears N 89°06'58" W, a distance of 1006.84 feet;

THENCE: N 00°36'58" W, over and across said Heinemeyer tract, a distance of **4776.31 feet** to a calculated point in the southerly R.O.W. of F.M. 758 for the northwest corner of the herein described tract, and from which point a 1/2" iron rod with plastic cap stamped URBAN CIVIL found for the northwest corner of said Heinemeyer tract bears S 89°14'39" W, a distance of 1006.84 feet;

THENCE: N 89°14'39" E, along and with the southerly R.O.W. of F.M. 758 and the northerly line of said Heinemeyer tract, a distance of **132.00 feet**, to the **POINT OF BEGINNING** and containing **127.07 acres**, more or less, in Guadalupe County, Texas, and being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 18-140
Prepared by: KFW Surveying
Date: June 24, 2019
File: S:\Draw 2018\18-140 Navarre Subdivision\DOCS\18-140 127.06 ac TCP 062419.dwg

27 JUNE 2019
[Signature]



202199039041

I certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 11/12/2021 11:37:32 AM PAGES: 17 LEAH TERESA KIEL, COUNTY CLERK



Teresa Kiel