

FATICO #2550302-SA68

**DECLARATION OF COVENANTS AND EASEMENTS**

This DECLARATION OF COVENANTS AND EASEMENTS (hereinafter referred to as the "Declaration") is made as of this 28th day of September, 2020 (the "Effective Date"), by BAM LAND INVESTMENTS, LLC ("Declarant").

**RECITALS**

A. Property. Declarant is the owner of that certain real property (the "Property") in Bexar County, Texas, as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

B. Purpose. The purpose of this Declaration is to (i) create certain easement(s) with respect to the Property, and (ii) establish certain covenants and conditions relating to the maintenance of such easement(s).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares that the Property shall be owned, leased, transferred, conveyed, demised, used, occupied and improved subject to the covenants, easements, and conditions in this Declaration, all of which shall run with the Property and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit to Declarant and the owners of all or any portion of the Property.

**ARTICLE 1**

**DEFINITIONS**

1.1 General Definitions. As used in this Declaration the following words and phrases shall have the meanings indicated:

"Common Expense" shall mean the cost and expense of repairing and maintaining the Access Road.

"Access Road" shall mean the road and drive located over that .675 acre tract out of the Property as legally described in Exhibit "B", and depicted on Exhibit "C" attached hereto.

"Declarant" shall mean BAM LAND INVESTMENTS, LLC, a Texas limited liability company, and any successor appointed in writing by BAM LAND INVESTMENTS, LLC, a Texas limited liability.

"Declarant Control Period" shall have the meaning ascribed to it in Article 3.

"Governmental Authorities" shall mean any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or subdivision thereof, having or acquiring jurisdiction over the Property, or any part thereof.

"Laws" shall mean all laws, statutes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities.

"Majority in Interest" shall mean more than fifty percent (50.00%) of the Owners of the individual Parcels which comprise the Property (at least 4 of the 7 Parcel Owners of the Property).

“Operator” shall mean the person or entity designated from time to time to be responsible for the management of the maintenance and repair of the Access Road. The initial Operator shall be Declarant, and Declarant shall continue as the Operator until it no longer owns any portion of the Property or otherwise resigns from being Operator, in which event a person designated by a property owners association, if one has been created for the Property, or if there is no property owners association, then a new Operator shall be elected by the Owners holding a Majority Interest in the Property.

“Owner” shall mean the persons and entities that may, from time to time, hold fee simple, record title to a Parcel. In the event fee simple, record title to a Parcel is held by more than one person or entity, the obligations of the Owners of that parcel under the provisions of this Declaration shall be the joint and several obligations of such persons and entities, and any vote related to the Parcel shall be limited to one (1) vote per Parcel regardless of the number of record title holders. The term “Owner” shall not include persons or entities that hold merely a lien or interest in the Property or any portion thereof as security for the performance of an obligation.

“Parcel” shall mean each individual platted lot parcel of the Property.

“Permittees” shall mean all contractors, agents, invitees, tenants, and licensees of any Owner and of any tenant of any Owner.

“Property” shall mean that certain property located in Bexar County, Texas as identified in **Exhibit A** attached hereto.

“Prorata Share” shall mean each Owner’s portion of a Common Expense that shall be equal to the ratio, expressed as a percentage, calculated upon the number of Parcels owned by the Owner divided by the total number of Parcels comprising the Property.

“Super Majority in Interest” shall mean more than eighty percent (80.00%) of the Owners of the individual Parcels which comprise the Property (at least 6 of the 7 Parcel Owners of the Property).

## ARTICLE 2

### GRANTS AND RESERVATION OF EASEMENTS

2.1 Easement for Ingress and Egress. Declarant does hereby reserve for itself, and its designees, for the benefit of all of the Parcels, and the Parcel Owners and their Permittees, a perpetual, reciprocal, non-exclusive easement appurtenant to each Parcel of the Property for ingress and egress by vehicular and pedestrian traffic (but not parking), as applicable, upon, over and across the Access Road. No Owner shall create a barrier, fence, curb, wall, ditch, barricade or other structure or obstacle which would unreasonably interfere with, impede, slow or in any way prevent vehicular and pedestrian traffic from passing between the Parcels along the Access Road, and none will be allowed to exist.

2.2 Easement for Benefit of Permittees. Any easements or right of entry created or established by this Declaration for the benefit of any Owner shall be for the benefit not only of such Owner but also for the benefit of any Permittee of such Owner’s Parcel.

2.3 Permitted Exceptions; Subordination. The easements granted in this Article 2 is conveyed and reserved subject to any and all other restrictions, easements, utility lines, or other matters or easements existing as of the Effective Date and affecting the Parcels. Any mortgage loans or deeds of trust now or hereafter obtained by any Owner secured in whole or in part by any portion of the Parcels shall be subordinate to this Declaration.

### ARTICLE 3

#### MAINTENANCE

Until such time that Declarant owns any of the Parcels within the Property (the "Declarant Control Period"), the Declarant shall have the sole and absolute right to make all decisions regarding the need for and/or nature of any repairs and/or maintenance to the Access Road and shall also serve as the sole Operator, and each Owner shall be obligated to reimburse Declarant for its Prorata Share of the cost of such repairs and maintenance as a Common Expense. Following the expiration of the Declarant Control Period, the Operator shall thereafter be responsible for the management of the maintenance and repair of the Access Road, provided however, that all decisions regarding the need for and/or nature of maintenance and repair of the Access Road shall be made by (i) the vote of a Majority in Interest of the Owners at a meeting of the Owners duly called for such purposes, in the manner hereafter provided, or (ii) evidenced by an instrument signed by a Majority in Interest of the Owners. For the purposes hereof, an Owner (regardless of whether record title to a Parcel is held by more than one person or entity) shall only be entitled to one vote per Parcel, and such vote shall be transferred with the fee ownership of the Parcel, regardless of any instrumentation relating thereto. Any one of such multiple co-Owners holding an interest in a Parcel may exercise the vote appurtenant to such Parcel so owned at any meeting of the Owners and such vote shall be binding and conclusive on all of the other co-Owners of the Parcel who are not present. Any Owner may call a meeting of the Owners with respect to the maintenance and repair of the Access Road, at any time and place which is located within a five miles radius of the Property, by sending written notice to each of the Owners at least twenty (20) days prior to such called meeting, setting forth the date, time, and place, and reasonable details relating to the nature of repairs and maintenance of the Access Road. There shall be no quorum required for purposes of conducting the meeting.

### ARTICLE 4

#### PAYMENT OF COMMON EXPENSES, DISPUTES AND LIENS

4.1 Covenant to Pay Common Expenses. Each Owner covenants to pay to the Operator its Prorata Share of all Common Expenses within thirty (30) days of its receipt of an invoice therefore, which invoice shall include appropriate documentation evidencing the maintenance and repair costs invoiced. Before each year, the Operator may at Operator's option prepare and distribute to the Owners an estimate and budget of Common Expenses for such year. The budget shall be only an estimate and shall not limit the actual amount of Common Expenses. The Operator may require Common Expenses to be paid in advance prior to the commencement of repairs based on estimates, with adjusting payments when actual amounts are known. Operator shall not be entitled to any fees or markup for the management services provided herein.

Each Owner is obligated to pay to the Operator its Prorata Share of Common Expenses regardless of whether such Owner (i) is using any portion of the Access Road, (ii) is using or uses the portion of the Access Road which requires repair or maintenance, or (iii) has constructed improvements upon its Parcel or occupies the improvements upon the Parcel.

4.2 Establishment of Liens. Any and all assessments for Common Expenses made by the Operator in accordance with the provisions of this Declaration, together with interest thereon at the lesser of 12% per annum or the highest non-usurious rate allowed by Applicable Law following delinquency, any "Late Charge" (as hereinafter defined), and the costs of collection (including without limitation court costs and reasonable attorneys' fees) (all of the foregoing sometimes hereinafter collectively referred to as "Lien Costs"), shall become the personal obligation of the Owner of each such Parcel assessed.

(a) Late Charge. Operator may, at its option, in order to defray additional administrative costs, require the delinquent Owner to pay a late charge of five percent (5%) of the amount of the delinquent assessment or portion thereof ("Late Charge").

(b) Notice of Lien. The Lien Costs shall become a charge and continuing lien ("Lien") against the Parcel(s) only from and after the time of the recordation in the land records of Bexar County, Texas (the "Land Records") of a written acknowledged statement ("Notice of Lien") by the Operator setting forth the amount due to the Operator as of the date the statement is signed, the legal description of the Parcel against which the Lien is charged and the record Owner thereof. A copy of the Notice of Lien shall be mailed to the Owner in the manner provided for giving notice as set forth in Section 5.10.

(c) Release of Lien. Upon full payment of all sums secured by such Lien or other satisfaction thereof, the Operator shall cause to be recorded a Notice of Satisfaction and Release of Lien ("Notice of Release") stating the satisfaction and release of the amount claimed. The Operator may demand from the applicable Owner payment of a reasonable fee to be determined by the Operator, to cover the cost of preparing and recording the Notice of Release prior to recording same. Any purchaser who has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence or the full satisfaction of the sum stated in the Notice of Lien.

4.3 Subordination of Liens. All Liens shall be subordinate to the lien of mortgages (meaning any recorded mortgage) made in good faith and for value and recorded prior to the date on which the Notice of Lien is recorded (and not for the benefit of an affiliate of the defaulting Owner) and all taxes, bonds, assessments or other levies which by Applicable Law would be superior.

4.4 Enforcement of Liens. The Liens so claimed shall attach from the date of recordation in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of Texas.

4.5 Additional Remedy. If the Declarant fails to cause the Access Road to be maintained in accordance with Laws or in a reasonably clean and safe condition during the Declarant Period, then upon the written approval of a Majority in Interest, and thirty (30) days notice and opportunity to cure given to Declarant, any Owner may undertake such maintenance with third party contractors and charge each Owner for its Prorata Share of such expenses as a Common Expense.

4.6 Records. The Operator shall maintain a record of Common Expenses for at least one year following the expiration of the applicable calendar year, for inspection upon reasonable notice by any Owner.

## ARTICLE 5

### MISCELLANEOUS

5.1 Default. If any Owner defaults in the performance of its obligations hereunder ("Defaulting Party"), then any other Owner ("Non-Defaulting Party", whether one or more) may, upon ten (10) days' prior written notice (which notice shall specify the default) to the Defaulting Party, proceed to cure the default (and shall have a license to do so) by the performance of some action for the account of the Defaulting Party. The foregoing right to cure shall not be exercised if within the ten (10)-day notice period, (i) the Defaulting Party cures the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, the Defaulting Party begins to cure such default within such time period

and diligently pursues such action to completion within no more than thirty (30) days thereafter. The ten (10)-day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate attention. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice to the Defaulting Party as is reasonable under the circumstances.

(a) Within thirty (30) days of written demand (including providing copies of invoices reflecting costs), the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to cure the default together with Interest (defined below) thereon.

(b) In the event any Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration, or relating to any default hereunder, or to collect any amounts owing hereunder, or if an arbitration proceeding is commenced by agreement of the Owners to any dispute, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for costs and expenses incurred by the successful litigant in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs.

(c) All remedies are cumulative and shall be deemed additional to any and all other remedies to which any Owner may be entitled at law or in equity. Each Owner shall also have the right to restrain by injunction any violation or threatened violation by any other Owner of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

5.2 Covenants Running With The Land. All benefits and burdens of this Declaration shall be deemed to be covenants that run with the land. Upon the sale and conveyance by Owner of its entire right, title and interest in its Parcel, such party shall be released from its obligations under this Declaration arising subsequent to the effective date of such sale and conveyance other than those obligations arising from any default by such party in the performance of any provision of this Declaration prior to such sale and conveyance.

5.3 Incorporation of Documents. Any and all deeds conveying a Parcel or any other portion thereof, shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration. Whether the incorporation of the terms and conditions of this Declaration is specifically set forth by reference in such deed, acceptance by the grantees of such a deed shall be deemed to be acceptance by such grantee of all of the terms, provisions and conditions of this Declaration.

5.4 Invalidity and Waiver. If any portion of this Declaration is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Declaration shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Declaration shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

5.5 Governing Law. This Agreement shall, in all respects, be governed, constructed, applied, and enforced in accordance with Texas law and venue for any action shall be exclusively in the state courts of Texas in Bexar County, Texas.

5.6 No Third Party Beneficiary. This Declaration is not intended to give or confer any benefits, rights, privileges, claims actions, or remedies to any person or entity as a third party beneficiary,

decree, or otherwise. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever.

5.7 Special Amendment. Provided that there is no adverse effect to the title to any Owner's property or that any such Owner shall consent thereto, prior to the expiration of the Declarant Control Period, the Declarant may amend this Declaration unilaterally at any time and from time to time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation, or judicial determination which shall be in conflict therewith; (ii) to correct errors in the Declaration; or (iii) without increasing any monetary obligation or materially impairing the rights of any Owner, to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which the Declarant believes, in its reasonable judgment, have not been adequately covered (or which need to be covered) and would not have a material and adverse effect on the marketability of any property covered by this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to any such amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at such time as Declarant no longer holds or controls the title to any portion of the Property.

5.8 Amendment in General. Subject to the provisions in Section 5.7, prior to the expiration of the Declarant Control Period, the provisions of this Declaration may be amended, modified, or waived, or otherwise changed in whole or in part by the affirmative vote of the Majority in Interest of the Owners coupled with the affirmative of Declarant. Following the expiration of the Declarant Period, the provisions of this Declaration may be amended, modified, or waived, or otherwise changed in whole or in part by the affirmative vote of a Super Majority in Interest of the Owners. Notwithstanding anything to the contrary herein, the easements created by this instrument shall continue in perpetuity, and may only be terminated by the affirmative execution of a termination agreement by all owners of the Property.

5.9 Attorneys' Fees. Should any Owner or Declarant employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

5.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served (i) on the Declarant at the address set forth below or (ii) on the Owner of any Parcel at the physical address of such Owner's Parcel, or such other notice address provided to Declarant in writing in accordance with this paragraph. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon the receipt of confirmation of transmission of such facsimile notice, (c) sent by mail as a registered or certified item, return receipt requested, in which case notice shall be deemed delivered upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

If to Declarant:

13855 Iron Horse Way  
Helotes, Texas 78023

5.11 Waiver of Jury Trial. To the extent permitted by applicable law, the parties hereby waive any right to trial by jury in any legal proceeding arising out of or relating to this Declaration.

5.12 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which the Owners may have hereunder by reason of any breach of this Declaration.

5.13 No Partnership. Neither anything contained in this Declaration nor any acts of the Owners shall be deemed or construed by Owners, or any of them or by any person other than an Owner, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners.

5.14 Assignment of Declarant's Rights. The term "Declarant" as used in this Declaration shall mean and refer to BAM LAND INVESTMENTS, LLC, a Texas limited liability company, and its successors and assigns with respect to the voluntary disposition of all or substantially all of the right, title and interest of Declarant in and to the Property, provided that such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the express rights reserved to Declarant hereunder. No person or entity purchasing the Property or any part thereof from Declarant in the ordinary course of business shall be considered as holding the rights expressly reserved to Declarant hereunder. Alternatively, the Declarant may establish a nonprofit corporation or other association to which it may, at any time, assign its rights and obligations under this Declaration and in which the Owners shall have rights, privileges and obligations consistent with this Declaration.

*[Signature Page Follows]*

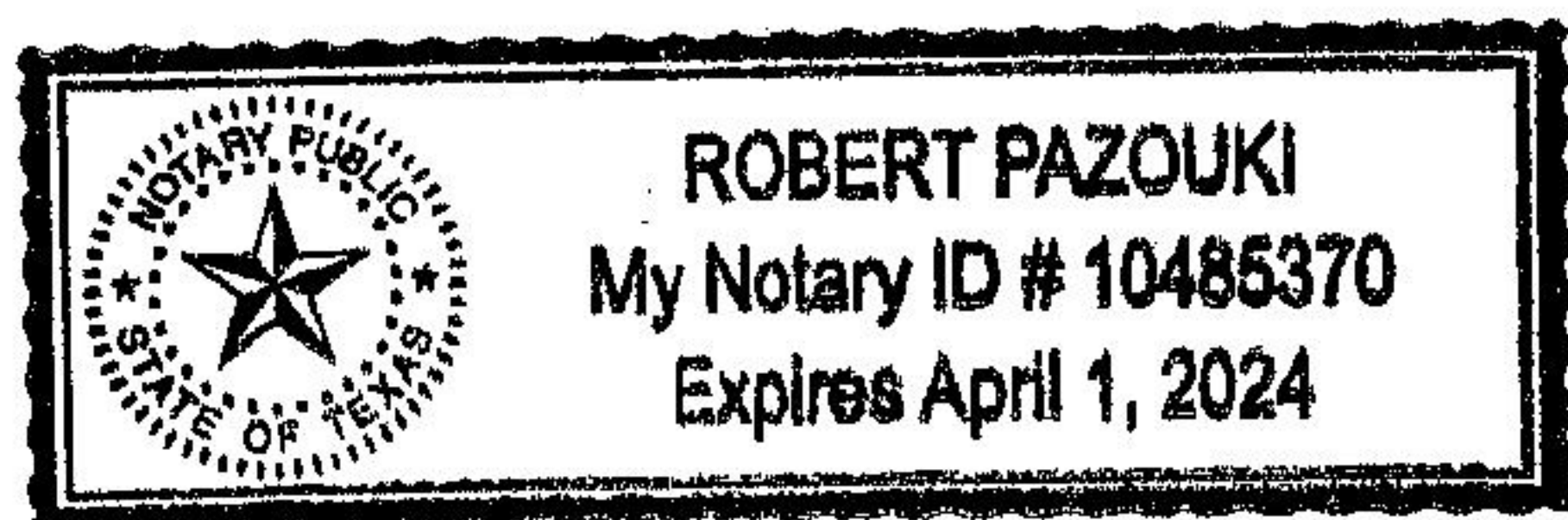
IN WITNESS WHEREOF, this Declaration has been executed by the undersigned as of the day and year first above written.

BAM LAND INVESTMENTS, LLC,  
a Texas limited liability company

By: Michael A. Buchmeier  
Michael A. Buchmeier, Its Manager

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me this 28<sup>th</sup> day of September, 2020, by Michael A. Buchmeier, Manager of BAM Land Investments, LLC, a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public, State of Texas

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lots 30, 31, 32, 33, 34, 35, and 36, Block 1, County Block No. 4713, as shown on the plat of Springs at Boerne Stage Subdivision, Unit 1 A recorded in Volume 9573, Page 40 of the Official Public Records of Bexar County, Texas.

**EXHIBIT B**

**DESCRIPTION OF ACCESS ROAD**



• Engineers  
• Surveyors  
• Planners

**Moy Tarin Ramirez Engineers, LLC**

Field Notes for a Tract of Land  
Containing 0.675 of an acre (29,389.53 square feet)

A 0.675 of an acre (29,389.53 square feet) tract of land being a Variable width Electric, Gas, Telephone, Cable Television and Ingress/Egress Easement out of Lots 30-36, Block 1, County Block No. 4713, as shown on plat of Springs at Boerne Stage Subdivision, Unit 1A recorded in Volume 9573, Page 40 of the Official Public Records of Bexar County, Texas, said 0.675 of an acre (29,389.53 square feet) easement being more particularly described as follows:

**Commencing:** at a point on the northwesterly right of way line of Colfax Cove, a 50-foot wide right-of-way, being the southeast corner of said Lot 33, Block 1;

**Thence,** with the northwesterly right-of-way line of said Colfax Cove, South 31 degrees 52 minutes 21 seconds West, 2.90 feet to the **Point of Beginning**, being the east corner of the herein described easement;

**Thence,** continuing with the northwesterly right of way line of said Colfax Cove, the following two (2) courses:

South 31 degrees 52 minutes 21 seconds West, a distance of 15.61 feet to a point of curvature to the right;

Along the arc of said curve to the right, 52.88 feet, having a radius of 175.00 feet, a central angle of 17 degrees 18 minutes 43 seconds, and a chord bearing and distance of South 40 degrees 31 minutes 42 seconds West, 52.68 feet to a point of non-tangency, being the southwesterly corner of the herein described easement;

**Thence,** leaving the northwesterly right-of-way line of said Colfax Cove, over said Block 1, the following twenty two (22) courses:

South 74 degrees 29 minutes 40 seconds West, a distance of 15.13 feet to a point of curvature to the right;

Along the arc of said curve to the right, 122.26 feet, having a radius of 199.12 feet, a central angle of 35 degrees 10 minutes 45 seconds, and a chord bearing and distance of North 87 degrees 54 minutes 58 seconds West, 120.34 feet to a point of tangency;

North 70 degrees 19 minutes 35 seconds West, a distance of 14.84 feet to a point of curvature to the right;

Along the arc of said curve to the right, 226.80 feet, having a radius of 156.55 feet, a central angle of 83 degrees 00 minutes 19 seconds, and a chord bearing and distance of North 28 degrees 49 minutes 26 seconds West, 207.48 feet to a point of tangency;

North 08 degrees 39 minutes 20 seconds East, a distance of 92.75 feet to a point of curvature to the left;

Along the arc of said curve to the left, 150.15 feet, having a radius of 140.66 feet, a central angle of 61 degrees 09 minutes 37 seconds, and a chord bearing and distance of North 23 degrees 40 minutes 37 seconds West, 143.12 feet to a point of tangency;

North 54 degrees 15 minutes 25 seconds West, a distance of 18.06 feet to a point, being an angle point in the herein described easement;

North 52 degrees 37 minutes 19 seconds West, a distance of 36.13 feet to a point, being an angle point in the herein described easement;

North 50 degrees 25 minutes 54 seconds West, a distance of 34.62 feet to a point, being the west corner of the herein described easement;

**EXHIBIT "A"**

North 39 degrees 34 minutes 06 seconds East, a distance of 40.00 feet to a point, being the north corner of the herein described easement;

South 50 degrees 25 minutes 54 seconds East, a distance of 33.85 feet to a point, being an angle point in the herein described easement;

South 52 degrees 37 minutes 19 seconds East, a distance of 34.80 feet to a point, being an angle point in the herein described easement;

South 54 degrees 15 minutes 25 seconds East, a distance of 17.48 feet to a point of curvature to the right;

Along the arc of said curve to the right, 193.50 feet, having a radius of 180.66 feet, a central angle of 61 degrees 21 minutes 59 seconds, and a chord bearing and distance of South 23 degrees 34 minutes 26 seconds East, 184.38 feet to a point of tangency;

South 08 degrees 39 minutes 20 seconds West, a distance of 98.42 feet to a point, being an angle point in the herein described easement;

North 71 degrees 59 minutes 10 seconds East, a distance of 19.62 feet to a point, being an angle point in the herein described easement;

South 18 degrees 00 minutes 50 seconds East, a distance of 20.00 feet to a point, being an angle point in the herein described easement;

South 71 degrees 59 minutes 10 seconds West, a distance of 28.85 feet to a point of non-tangent curvature to the left;

Along the arc of said curve to the left, 144.50 feet, having a radius of 116.48 feet, a central angle of 71 degrees 04 minutes 54 seconds, and a chord bearing and distance of South 34 degrees 48 minutes 42 seconds East, 135.41 feet to a point of tangency;

South 70 degrees 19 minutes 35 seconds East, a distance of 14.84 feet to a point of curvature to the left;

Along the arc of said curve to the left, 97.70 feet, having a radius of 159.12 feet, a central angle of 35 degrees 10 minutes 45 seconds, and a chord bearing and distance of South 87 degrees 54 minutes 58 seconds East, 96.17 feet to a point of tangency;

North 74 degrees 29 minutes 40 seconds East, a distance of 70.31 feet to the **Point of Beginning**, containing 0.675 of an acre (29,389.53 square feet) of land.

**Note:** Basis of bearing was established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. An exhibit of even date was prepared for this description.



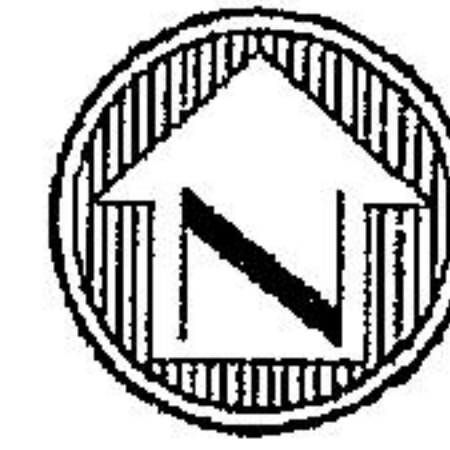
*Stephanie L. James*  
Stephanie L. James, R.P.L.S.  
Registered Professional Land Surveyor  
No. 5950  
Date: March 19, 2018      Job No. 17119.01

EXHIBIT C

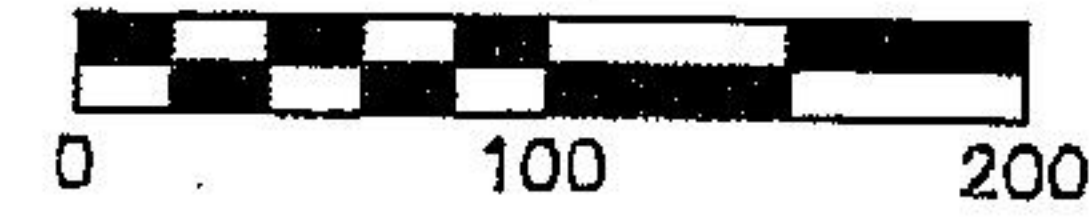
DEPICTION OF ACCESS ROAD

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	2.90'	S31°52'21"W
L2	16.61'	S31°52'21"W
L3	15.13'	S74°28'40"W
L4	14.84'	N70°19'35"W
L5	18.08'	N54°15'25"W
L6	35.13'	N82°37'19"W
L7	34.80'	S52°37'19"E
L8	17.45'	S54°15'25"E
L9	19.62'	N71°59'10"E
L10	20.00'	S18°00'50"E
L11	28.85'	S71°59'10"W
L12	14.84'	S70°19'35"E
L13	70.31'	N74°29'40"E

CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	17°18'43"	52.88'	175.00'	S40°31'42"W	52.68'
C2	35°10'45"	122.26'	199.12'	N87°54'58"W	120.34'
C3	83°00'19"	226.80'	156.55'	N28°48'26"W	207.48'
C4	61°09'37"	150.16'	140.66'	N23°40'37"W	143.12'
C5	81°21'59"	193.50'	180.88'	S23°34'26"E	164.38'
C6	71°04'54"	144.50'	116.48'	S34°48'42"E	135.41'
C7	35°10'45"	97.70'	159.12'	S87°54'58"E	96.17'

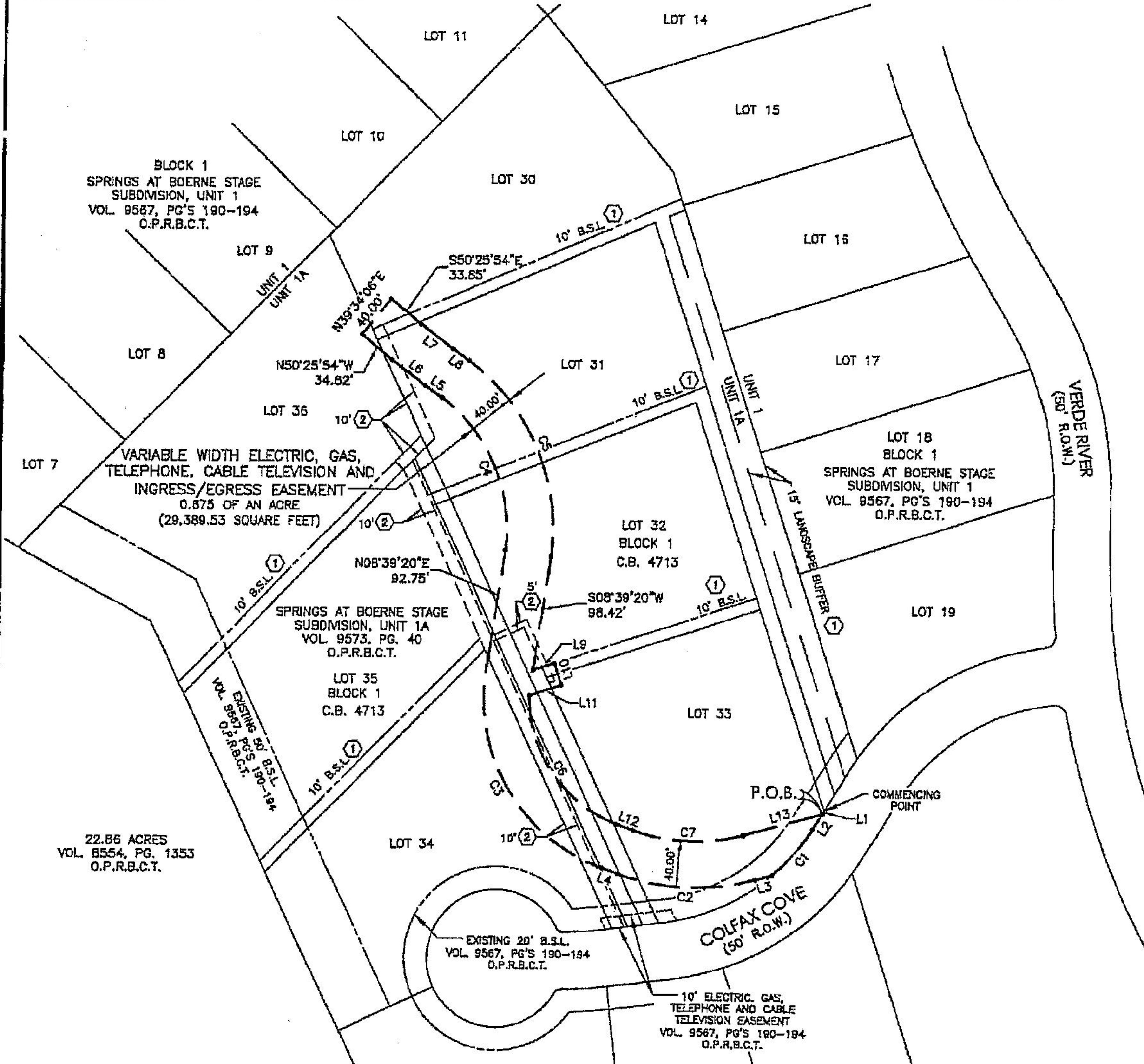


SCALE: 1"=100'



- KEY NOTES:**
- ① SPRINGS AT BOERNE STAGE SUBDIVISION, UNIT 1A VOLUME 9573, PAGE 40, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.
  - ② ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION EASEMENT VOLUME 9573, PAGE 40, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.

- B.S.L. BUILDING SETBACK LINE
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BEXAR COUNTY TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY

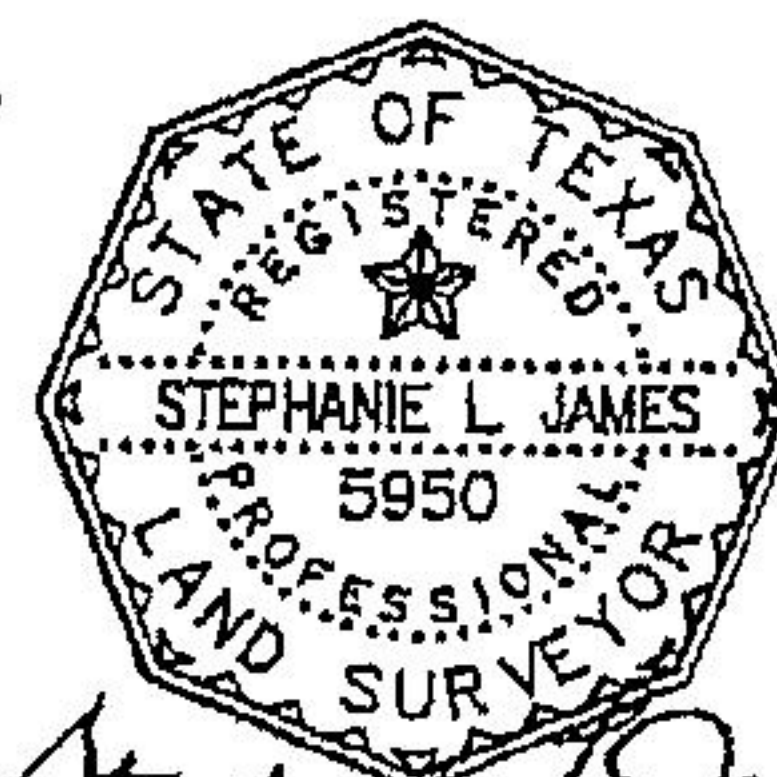


**GENERAL NOTES:**

- 1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
- 2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, L.L.C., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS EXHIBIT.
- 3) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS EXHIBIT.



**Moy Tarin Ramirez Engineers, LLC**  
 FIRM TYPE NO. F-5297 TBPLS FIRM NO. 10131500  
 12770 CIMARRON PATH, SUITE 100 TEL: (210) 898-6051  
 SAN ANTONIO, TEXAS 78249 FAX: (210) 898-5085



**EXHIBIT OF**

A 0.675 OF AN ACRE (29,389.53 SQUARE FEET) TRACT OF LAND BEING A VARIABLE WIDTH ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION AND INGRESS/EGRESS EASEMENT OUT OF LOTS 30-36, BLOCK 1, COUNTY BLOCK 4713 AS SHOWN ON PLAT OF SPRINGS AT BOERNE STAGE SUBDIVISION, UNIT 1A RECORDED IN VOLUME 9573, PAGE 40 OF THE OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.

DATE: MARCH 19, 2018

JOB NO. 17119.01

VALIDITY OF BEARING: State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone.

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20200228468  
**Recorded Date:** September 28, 2020  
**Recorded Time:** 3:33 PM  
**Total Pages:** 15  
**Total Fees:** \$78.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 9/28/2020 3:33 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk