

After Recording Return To:
Essex Association Management, LP
Carrollton, TX 75006

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

EAGLE'S NEST

[SAN AUGUSTINE COUNTY, TEXAS]

NOTE: This document contains beneficial provisions for the perpetual maintenance and upkeep of a common roadway. Roadway easements under Exhibit A-1 of this Declaration.

Declarant: Liberty Bankers Life Insurance Company, an Oklahoma corporation

This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Eagle's Nest in San Augustine, County, Texas.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EAGLE'S NEST

This Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") is made by Liberty Bankers Life Insurance Company, an Oklahoma corporation (the "**Declarant**"), and is as follows:

RECITALS:

A. This Declaration is filed with respect to Lots 1 through 66 of Eagle's Nest, a subdivision according to the plat and/or survey records recorded in the Official Public Records of San Augustine County, Texas (the "**Property**"). Declarant is the owner of the Property.

B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By the Recording of this Declaration, Declarant serves notice that the Property will be subjected to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will 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.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Declaration, the text will control.

This Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") is made by the undersigned owners and is as follows:

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Restrictions is applied and pertaining to the subject matter of the Restriction provision. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions and are not intended to apply to the Owners' Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Assessment" or "Assessments" means assessments imposed by the Association under this Declaration.

"Assessment Unit" means each individual lot 1 through 66, identified in Exhibit A, except for excluded Lots.

"Association" means Eagle's Nest Road Maintenance Homeowner's Association, Inc., a Texas non-profit corporation, which will be created by Declarant to exercise the authority and assume the powers specified this Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association as adopted and as amended from time to time by a Majority of the Board.

"Certificate" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Common Area" means the roadway or driveway as depicted on Exhibit A-1.

"Lot" means each individual lot, of lots 1 through 66, shown on Exhibit A.

"Owner" means the person(s), entity or entities, including Organizers, holding all or a portion of the fee simple interest in any Lot, but does not include a mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its mortgage. An Owner is a "Member."

"Property" means the Lots, roadway or driveway shown on Exhibit A and/or Exhibit A-1.

ARTICLE 2 GENERAL AND USE RESTRICTIONS

The Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.1 General.

2.1.1 Conditions and Restrictions. The Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the Restrictions.

2.2 Compliance with Restrictions. Each Owner, his or her family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time.

2.3 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to, or otherwise perform any work upon the Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for all damages to the Common Area.

2.4 Maintenance and Upkeep, Taxes. The Association is responsible for the maintenance, upkeep, and repair of the Common Area, including the roadway surface. The Association shall also pay any property taxes due on the Common Area.

**ARTICLE 3
EAGLE'S NEST HOMEOWNER'S ROAD
MAINTENANCE ASSOCIATION, INC.**

3.1 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted to be inconsistent with this Declaration.

3.2 Membership.

3.2.1 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to such Lot.

3.2.2 Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot.

3.3 Governance. As more specifically described in the Bylaws, the Board will consist of three (3) Directors which must be Owners of Lots but shall not be required to reside within the community.

3.4 Voting Rights. The Owner of each Lot will have one (1) vote for each Lot so owned.

3.5 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will always have the following powers:

3.5.1 Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules not in conflict with this Declaration, as it deems proper.

3.5.2 Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

3.5.3 Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

3.5.4 Assessments. To levy and collect assessments, as provided herein. A Collection Policy shall be established under a stand-alone dedicatory instrument.

3.5.5 Maintenance of Common Area. To construct, repair, and maintain improvements, including, but not limited to, any driveways and roadways on Common Area Property.

3.6 Working Capital Fund. The Association shall have the power and authority to establish a Working Capital Fund whose rules of use, and other statutory requirements shall be adopted and recorded under a stand-alone dedicatory instrument.

3.6 Conveyance of Common Area to the Association. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property.

ARTICLE 4 ENFORCING THE RESTRICTIONS

4.1 Notice and Hearing. Before levying a fine for violation of the Restrictions (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Board may adopt procedures and requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

4.2 Remedies. The remedies provided in this Article for breach of the Restrictions are cumulative and not exclusive. In addition to other rights and remedies provided by the Restrictions and by Applicable Law, the Association has the following rights to enforce the Restrictions:

4.2.1 **Nuisance.** The result of every act or omission that violates any provision of the Restrictions is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

4.2.2 **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Restrictions. Fines may be levied for each act of violation or for each day a violation continues and does not constitute a waiver or discharge of the Owner's obligations under the Restrictions.

4.2.3 **Suit.** Failure to comply with the Restrictions will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

ARTICLE 5 COVENANT FOR ASSESSMENTS

5.1 Assessments.

5.1.1 **Established by Board.** Assessments established by the Board will be levied against each Lot equally. As of the recording of this Declaration, Assessments will be set at the rate of \$250.00 annually, due on each January 1st of every calendar year.

5.1.2 **Personal Obligation; Lien.** Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Organizers to the Association against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

5.2 **Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law. Late charges and collection fees to be charged by the Managing Agent shall apply.

5.3 **Owner's Personal Obligation; Interest.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury

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laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one- and one-half percent (1 1/2%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

5.4 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article is, together with late charges, interest, and costs of collection, including attorney's fees, secured by the continuing Assessment lien granted to the Association, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors, or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. In the event Texas Property Code, Texas Business Organizations Code, or State Legislation should change, the Association shall abide by the most recent restrictions and requirements regarding Assessment Liens and Foreclosure.

ARTICLE 6 GENERAL PROVISIONS

6.1 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Owners' Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Organizers, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2065, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution.

6.2 Amendment. This Declaration may be amended or terminated by the recording of an instrument executed and acknowledged by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association. The Declarant may amend this Declaration at any time and from time to time during the Declarant Control Period without consent or joinder of the Members.

6.3 Enforcement. The Association and the Organizers will have the right to enforce, by a proceeding at law or in equity, the Restrictions. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants, or condition in the future. A Notice and Hearing; Schedule of Fines shall be adopted to govern certain notices regarding restrictions, rules, hearing and fine structure.

6.4 Higher Authority. The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

6.5 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

6.6 Conflicts. If there is any conflict between the provisions of this Declaration, the Certificate, the Bylaws, or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration, the Certificate, the Bylaws, and the Rules and Regulations, in such order, will govern.

ARTICLE 7 LOT USE RESTRICTIONS

The Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

7.1 Compliance with Setbacks. No residence or any other permanent structure or improvement may be constructed on any Lot nearer than twenty feet (20') to a street or front, rear, or side property line.

7.2 Rubbish and Debris. No rubbish or debris of any kind may be permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and trash must be always kept in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view.

This instrument is effective as soon as it is filed of record in the real property records of San Augustine County, Texas.

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

DECLARANT:

LIBERTY BANKERS LIFE INSURANCE COMPANY,
an Oklahoma corporation

By: 

Printed Name: Marcus Kujawa

Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 11th day of August, 2022, by Marcus Kujawa, Authorized Signatory of Liberty Bankers Life Insurance Company, an Oklahoma corporation on behalf of said corporation.

[SEAL]

Notary Public Signature




Notary Public, State of Texas

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EXHIBIT A

Description of

Lots 1 – 66

(Excluding Lots 20, 21, 22, 23, and 24)

Pineland POD

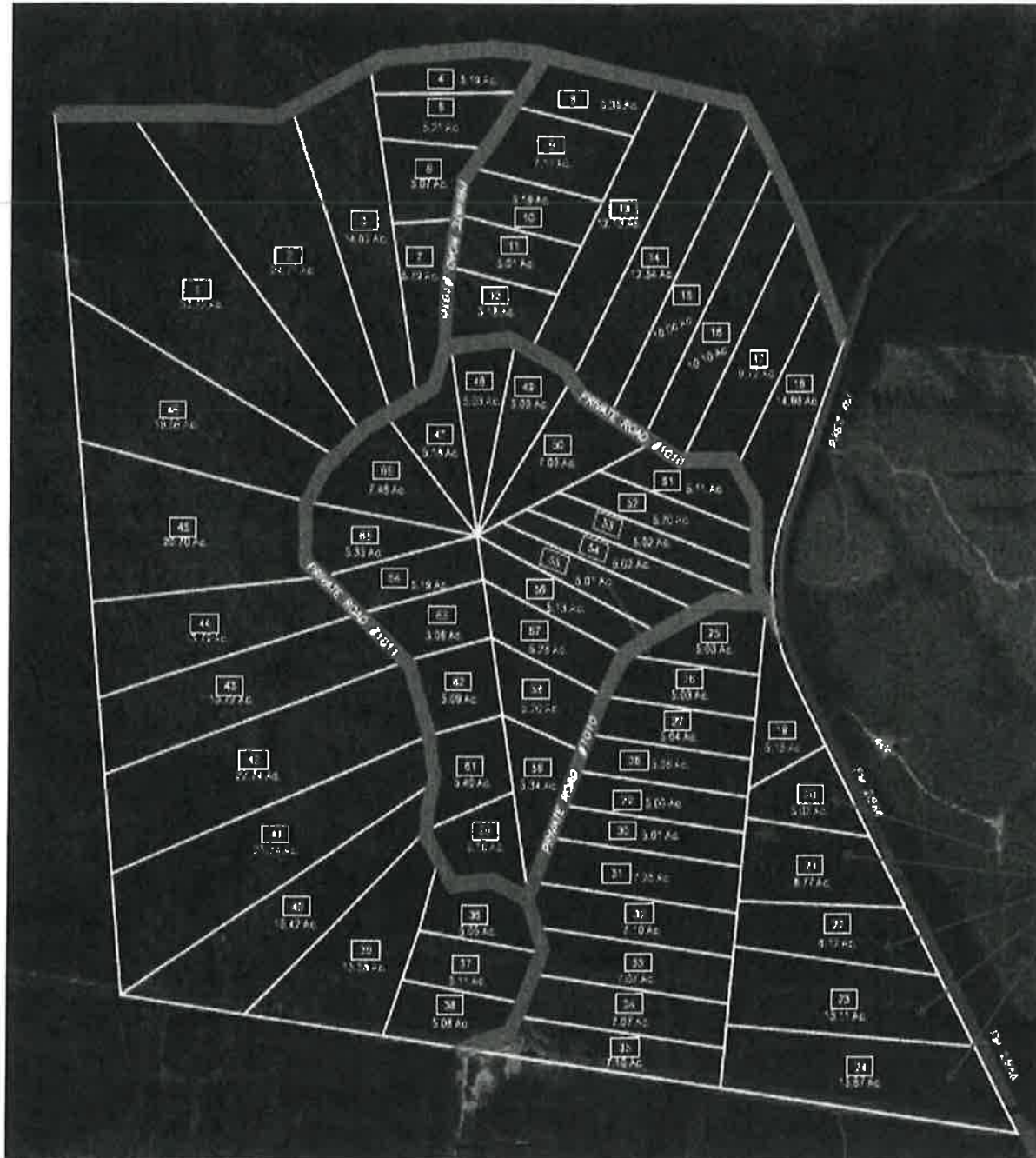
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APPENDIX A – CONTINUED
PINELAND POD
LOTS 1 TO 66
EXCLUDED LOTS 20, 21, 22, 23, & 24



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 EXCLUDED
 LOT

283
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EXHIBIT A-1

**Roadway Easements
One, Two, Three and Four
(Access and Utility Easements)
(for reference)**

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**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT ONE
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

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**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT ONE
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

Being a 100 foot wide access and utility easement situated in the H. Williams Survey, A-46, San Augustine County, Texas, and crossing a called 4031.07 acre tract described in a deed to Liberty Bankers Life Insurance Company, recorded in Volume 478, Page 847, San Augustine County Real Property Records, (SACRPR), said 100 foot wide access and utility easement being more particularly described by centerline as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 220222, (Bearing Basis: SPC Texas Central Zone 4203, NAD83, GRID, all distances referenced herein are grid distances, to adjust to ground multiply by a scale factor of 1.00011644)

BEGINNING at a point on the east line of said 4031.07 acre tract and the west right of way of Farm to Market 2866, same being the northeast corner of a 14.68 acre "Tract 18" (Surveyed this same date), from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" found for the northeast corner of a called 10.06 acre tract described in a deed to Jace and Tammy Justice, recorded in Volume 439, Page 101 (SACRPR) bears S 14° 35' 53" E, 4400.33 feet, and concrete monument, found for the easternmost southeast corner of said 4031.07 acre tract bears S 18° 09' 45" E, 5628.77 feet;

THENCE over and across said 4031.07 acre tract and with the north lines of Tracts 18,17,16,15,14,13,8,4,3,2, and 1 (all surveyed this same date) the following courses and distances:

- 1) N 23° 39' 52" W, a distance of 700.98 feet to a point;
- 2) N 28° 29' 08" W, a distance of 443.40 feet to a point;
- 3) N 33° 41' 08" W, a distance of 285.07 feet to a point;
- 4) N 78° 47' 22" W, a distance of 955.13 feet to a point;
- 5) N 77° 47' 32" W, passing a distance of 338.44 the intersection of this centerline and the centerline of Easement Two (surveyed the same date) thence continuing in total a distance of 381.02 feet to a point;
- 6) N 84° 36' 38" W, a distance of 297.04 feet to a point;
- 7) S 85° 41' 52" W, a distance of 719.10 feet to a point;
- 8) S 65° 08' 54" W, a distance of 753.05 feet to a point;
- 9) N 87° 12' 14" W, a distance of 418.42 feet to a point;
- 10) S 89° 21' 31" W, a distance of 1010.31 feet to the **POINT OF TERMINUS** from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" set for the southwest corner of said Tract 1 bears S 05° 35' 42" E, 959.36 feet.

GIVEN UNDER MY HAND AND SEAL, this the 30th day of June, 2022.

I, Clinton P. Lovell, Registered Professional Land Surveyor No. 6307, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of June 2022

Clinton P. Lovell
Registered Professional Land Surveyor
Texas Registration No. 6307



**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT TWO
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

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**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT TWO
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

Being a 100 foot wide access and utility easement situated in the H. Williams Survey, A-46, San Augustine County, Texas, and crossing a called 4031.07 acre tract described in a deed to Liberty Bankers Life Insurance Company, recorded in Volume 478, Page 847, San Augustine County Real Property Records, (SACRPR), said 100 foot wide access and utility easement being more particularly described by centerline as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 220222, (Bearing Basis: SPC Texas Central Zone 4203, NAD83, GRID, all distances referenced herein are grid distances, to adjust to ground multiply by a scale factor of 1.00011644)

BEGINNING at a point in the centerline of Easement One (surveyed this same date) same being the northwest corner of a 5.35 acre "Tract 8" (Surveyed this same date) and the northeast corner of a 5.19 acre Tract 4 (surveyed this same date) from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" found for the northeast corner of a called 10.06 acre tract described in a deed to Jace and Tammy Justice, recorded in Volume 439, Page 101 (SACRPR) bears S 27° 37' 40" E, 6528.94 feet, and concrete monument, found for the easternmost southeast corner of said 4031.07 acre tract bears S 28° 06' 58" E, 7794.32 feet;

THENCE over and across said 4031.07 acre tract and with the west lines of Tracts 8,9,10,11, and 12 (all surveyed this same date) same being the east lines of Tracts 4,5,6, and 7 (all surveyed this same date) the following courses and distances;

- 1) S 36° 45' 47" W, a distance of 504.55 feet to a point;
- 2) S 40° 49' 33" W, a distance of 355.90 feet to a point;
- 3) S 10° 37' 34" W, a distance of 570.92 feet to a point;
- 4) S 02° 01' 29" W, a distance of 335.04 feet to the **POINT OF TERMINUS** in the centerline of an Easement Three (surveyed this same date) from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" set for reference on the east line of said Tract 12 bears N 86° 18' 13" E, 590.18 feet.

GIVEN UNDER MY HAND AND SEAL, this the 30th day of June, 2022.

I, Clinton P. Lovell, Registered Professional Land Surveyor No. 6307, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of June 2022.

Clinton P. Lovell
Registered Professional Land Surveyor
Texas Registration No. 6307



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**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT THREE
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

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**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT THREE
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

Being a 100 foot wide access and utility easement situated in the H. Williams Survey, A-46, San Augustine County, Texas, and crossing a called 4031.07 acre tract described in a deed to Liberty Bankers Life Insurance Company, recorded in Volume 478, Page 847, San Augustine County Real Property Records, (SACRPR), said 100 foot wide access and utility easement being more particularly described by centerline as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 220222, (Bearing Basis: SPC Texas Central Zone 4203, NAD83, GRID, all distances referenced herein are grid distances, to adjust to ground multiply by a scale factor of 1.00011644)

BEGINNING at a point on the east line of said 4031.07 acre tract and the west right of way of Farm to Market 2866, same being the southeast corner of a 14.68 acre "Tract 18" (Surveyed this same date), and an angle corner on the north line of a 5.13 acre "Tract 19" (surveyed this same date) from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" found for the northeast corner of a called 10.06 acre tract described in a deed to Jace and Tammy Justice, recorded in Volume 439, Page 101 (SACRPR) bears S 29° 31' 21" E, 3167.68 feet, and concrete monument, found for the easternmost southeast corner of said 4031.07 acre tract bears S 29° 50' 24" E, 4434.35 feet;

THENCE over and across said 4031.07 acre tract and with the east and north lines of Tracts 19,25,53,52,51,50,49, and 48 (all surveyed this same date) same being the southwest lines of Tracts 18,17,16,15,14,13, and 12 the following courses and distances;

- 1) N 31° 36' 14" W, a distance of 220.44 feet to a point;
- 2) N 00° 00' 00" W, a distance of 431.69 feet to a point;
- 3) N 33° 54' 23" W, a distance of 291.08 feet to a point;
- 4) S 88° 37' 11" W, a distance of 328.81 feet to a point;
- 5) N 61° 00' 27" W, a distance of 710.87 feet to a point;
- 6) N 38° 17' 25" W, a distance of 191.74 feet to a point;
- 7) N 65° 33' 22" W, a distance of 382.83 feet to a point;
- 8) S 83° 31' 49" W, a distance of 425.48 feet to a point, same being the POT of Easement Two (Surveyed this same date);

THENCE over and across said 4031.07 acre tract and with the north and west lines of Tracts 47,66,65,64,63,62,61, and 60 (all surveyed this same date) same being the south, east and north lines of Tracts 7,3,2,1,46,45,44,43,42,41,40,39, and 36 the following courses and distances;

- 1) S 18° 33' 13" W, a distance of 221.83 feet to a point;
- 2) S 63° 22' 08" W, a distance of 493.57 feet to a point;
- 3) S 50° 56' 37" W, a distance of 339.87 feet to a point;
- 4) S 30° 04' 07" W, a distance of 244.42 feet to a point;
- 5) S 00° 40' 48" E, a distance of 291.41 feet to a point;
- 6) S 50° 07' 06" E, a distance of 873.36 feet to a point;
- 7) S 18° 54' 04" E, a distance of 371.83 feet to a point;
- 8) S 09° 38' 51" E, a distance of 253.58 feet to a point;

- 9) S 13° 42' 18" W, a distance of 192.31 feet to a point;
- 10) S 03° 51' 23" W, a distance of 125.29 feet to a point;
- 11) S 33° 31' 38" E, a distance of 316.22 feet to a point;
- 12) N 85° 08' 24" E, a distance of 263.45 feet to a point;
- 13) S 66° 30' 10" E, a distance of 244.81 feet to a point, same being the POB of an Easement Four (surveyed this same date;

THENCE over and across said 4031.07 acre tract and with the east and south lines of Tracts 60,59,58,57,55, and 54 (all surveyed this same date) same being the west and north lines of Tracts 32,31,30,29,28,27,26, and 25 the following courses and distances;

- 1) N 23°29'50" E a distance of 1162.35 feet to a point;
- 2) N 31°01'01" E a distance of 278.65 feet to a point;
- 3) N 60°54'32" E a distance of 230.04 feet to a point;
- 4) N 65°26'17" E a distance of 425.43 feet to a point;
- 5) S 89°41'31" E a distance of 322.52 feet to the **POINT OF TERMINUS** same being the point of intersection with the with the first call of herein described easement from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" set for reference on the east line of said Tract 25 bears S 06° 22' 20" W, 60.00 feet.

GIVEN UNDER MY HAND AND SEAL, this the 30th day of June, 2022.

I, Clinton P. Lovell, Registered Professional Land Surveyor No. 6307, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of June 2022.


Clinton P. Lovell
Registered Professional Land Surveyor
Texas Registration No. 6307



**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT FOUR
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

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**CENTERLINE DESCRIPTION OF
A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT
EASEMENT FOUR
H. WILLIAMS SURVEY, A-46
SAN AUGUSTINE COUNTY, TEXAS**

Being a 100 foot wide access and utility easement situated in the H. Williams Survey, A-46, San Augustine County, Texas, and crossing a called 4031.07 acre tract described in a deed to Liberty Bankers Life Insurance Company, recorded in Volume 478, Page 847, San Augustine County Real Property Records, (SACRPR), said 100 foot wide access and utility easement being more particularly described by centerline as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 220222, (Bearing Basis: SPC Texas Central Zone 4203, NAD83, GRID, all distances referenced herein are grid distances, to adjust to ground multiply by a scale factor of 1.00011644)

BEGINNING at a point in the centerline of Easement Three (surveyed this same date) same being the northeast corner of a 5.05 acre "Tract 36" (Surveyed this same date), an angle corner on the west line of 7.10 acre Tract 32 (surveyed this same date) and the southernmost corner of a 5.34 acre Tract 59 (surveyed this same date) from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" found for the northeast corner of a called 10.06 acre tract described in a deed to Jace and Tammy Justice, recorded in Volume 439, Page 101 (SACRPR) bears S 68° 11' 23" E, 3374.90 feet, and concrete monument, found for the easternmost southeast corner of said 4031.07 acre tract bears S 58° 11' 22" E, 4,446.76 feet;

THENCE over and across said 4031.07 acre tract and with the west lines of Tracts 32,33,34, and 35 (all surveyed this same date) same being the east lines of Tracts 36,37, and 38 (all surveyed this same date) the following courses and distances;

S 19° 45' 38" E, a distance of 290.86 feet to a point;
S 25° 04' 11" W, a distance of 485.75 feet to a point;
S 73° 44' 23" W, a distance of 198.02 feet to a point;

S 69° 15' 26" W, a distance of 97.87 feet to the **POINT OF TERMINUS**, same being the southeast corner of said Tract 38 and the southwest corner of said Tract 35, and at the point of intersections with the POT of an easement called Easement 1, surveyed by MTX Surveying October 7th 2021, from which a ½ inch iron rod with plastic cap stamped "MTX Surveying" set for the southwest corner of said Tract 38 bears N 82° 43' 08" E, 547.69 feet.

GIVEN UNDER MY HAND AND SEAL, this the 30th day of June, 2022

I, Clinton P. Lovell, Registered Professional Land Surveyor No. 6307, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of June 2022.

Clinton P. Lovell
Registered Professional Land Surveyor
Texas Registration No. 6307



RECORDED
REAL PROPERTY RECORDS
On: Aug 12, 2022 at 10:59A

Document Number: 00074709
Amount: 106.00

HONORABLE Margo Noble
COUNTY CLERK

By
Carolyn Smith, Deputy
San Augustine County

ANY PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW.

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