

Modification of Easement Agreement for Access

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

This Modification of Easement Agreement for Access (hereinafter referred to as the "Agreement") is entered into on this April 8, 2025 by and between: (1) Joseph M. Massey and Barbara C. Massey (hereinafter collectively referred to as "Massey"), (2) Hawkins Family Partners, LP (hereinafter referred to as Hawkins Family), (3) Pecan Nueces River, LLC (hereinafter referred to as "Pecan Nueces"), (4) Walter Biel (hereinafter referred to as "Biel"), (5) Russell Lackey, and (6) Matthew W. Lackey. Each individual party herein will sometimes be referred to as a "Party" and all parties will sometimes collectively be referred to as the "Parties."

Recitals

WHEREAS, Hawkins Family is the owner of the following real property (hereinafter referred to as the "Hawkins Family Property"):

- Being a 76.368 acre tract of land lying and being situated on and east of the Nueces River, in Uvalde County, Texas; about 17.8 miles N 46° W of the City of Uvalde, the County Seat; and containing 6.408 acres lying within Sur. No. 152, Isaac M. Lyons, Original Grantee, Abst. No. 318 and 69.960 acres lying within Sur. No. 154, Anthony Blandin, Original Grantee, Abst. No. 41. Said 76.368 acre tract containing the northwest portion of Tract 14; the west portions of Tracts 15, 16, & 17; and the southwest portion of Tract 18, of the Earl J. Hutcherson Subdivision, as recorded in Vol. 2, Page 77, Slide 87-B, of the Plat Records of said County; being in most part a west middle portion of the same lands designated as "Tract I", as referred to and conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Deed dated March 1, 1996, and recorded in Vol. 362, Pages 408-412, of the Official Public Records of said County. Said 76.368 acre tract being bounded on the west by the east low bank of said Nueces River; on the north by a 118.626 acre tract (this date surveyed -- for deed to Martha Clark Delaittre -- north portion of said Clark Land, Ltd. Property); on the east, from north to south, by the Jaye Kathryn Massey 19.247 acre tract, as recorded in Document No. 2020004812, of the Official Public Records of said County, and the Barbara Clark Massey 79.394 acre tract, as recorded in Document No. 2020004809, of the Official Public Records of said County; and on the south by the Douglas Howerton 100.000 acre tract, as recorded in Document No. 2021012445, of the Official Public Records of said County. Said 76.368 acre tract being more fully described by metes and bounds in Exhibit "A" attached to General Warranty Deed dated October 17, 2022 and recorded under Instrument No. 2022016546 in the Official Public Records of Uvalde County, Texas.
- Said 117.065 acre tract of land lying and being situated on and southeast of the Nueces River, in Uvalde County, Texas; about 17.8 miles N 46 ° W of the City of Uvalde, the

100000

County Seat; and containing 37.249 acres lying within Sur. No. 154, Anthony Blandin, Original Grantee, Abst. No. 41; and 79.816 acres lying within Sur. No. 155, Anthony Blandin, Original Grantee, Abst. No. 40. Said 117.065 acre tract containing the northwest portion of Tract 18, and the west portions of Tracts 19, 20, 21, & 22, of the Earl J. Hutcherson Subdivision, as recorded in Vol. 2, Page 77, Slide 87-B, of the Plat Records of said County; and being in most part the northwest portion of the same lands designated as "Tract I", as referred to and conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Corrected Warranty Deed dated December 30, 1996, and recorded in Vol. 373, Pages 587-593, of the Official Public Records of said County. Said 117.065 acre tract being bounded on the west and north by the low east and south banks of said Nueces River; on the upper east by a 1.112 acre tract (this date surveyed -- for deed to Joseph M. & Barbara Clark Massey -- northeast portion of said Clark Land, Ltd. Property); on the upper south by the Taylor Elaine Massey 19.247 acre tract, as recorded in Document No. 2020004811, of the Official Public Records of said County; on the lower east, from north to south, by the said Taylor Massey 19.247 acre tract, and the Jaye Kathlyn Massey 19.247 acre tract, as recorded in Document No. 2020004812, of the Official Public Records of said County; and on the south by the HM Delaittre, Jr. & Martha Delaittre 76.368 acre tract, as recorded in Document No. 2022013734, of the Official Public Records of said County. Said 117.065 acre tract fully encompassing a middle portion of a 50.00 ft. wide road access easement (Document Nos. 2021012444, 2022013734, & 2022015453, Official Public Records); and being more fully described by metes and bounds in Exhibit "A" to General Warranty Deed dated October 17, 2022 and recorded under Instrument No. 2022016544 in the Official Public Records of Uvalde County, Texas.

- SAVE AND EXCEPT the portions of the above-described real property sold to Biel, Russell Lackey, and Matthew W. Lackey as defined herein as the Biel Property, the Russell Lackey Property, and the Matthew W. Lackey Property.

WHEREAS, Pecan Nueces is the owner of the following real property (hereinafter referred to as the "Pecan Nueces Property"): Said 100 acre tract of land lying and being situated on and east of the Nueces River, in Uvalde County, Texas, about 17.8 miles N 46° W of the City of Uvalde, the County Seat; all within Sur. No. 152, Isaac My Lyons, Original Grantee, Abst. No. 318; Said 100 acre tract being more particularly described by metes and bounds in Exhibit "A" to Special Warranty Deed dated June 28, 2022 and recorded under Instrument No. 2022015453 in the Official Public Records of Uvalde County, Texas.

WHEREAS, Biel is the owner of the following real property (hereinafter referred to as the "Biel Property"): A Plat of a 10.01 Acre tract of land (Tract 23) situated about 17.6 miles N 43 degrees W of Uvalde in Uvalde County, Texas, and being more particularly described by metes and bounds in Exhibit "A" to General Warranty Deed dated September 16, 2024 and recorded under Instrument No. 2024023279 in the Official Public Records of Uvalde County, Texas.

WHEREAS, Russell Lackey is the owner of the following real property (hereinafter referred to as the "Russell Lackey Property"): A Plat of a 10.01 Acre tract of land (Tract 25) situated about 17.6 miles N 43 degrees W of Uvalde in Uvalde County, Texas, and being more

particularly described by metes and bounds in Exhibit "A" to General Warranty Deed dated August 2, 2024 and recorded under Instrument No. 2024022870 in the Official Public Records of Uvalde County, Texas.

WHEREAS, Matthew W. Lackey is the owner of the following real property (hereinafter referred to as the "Matthew W. Lackey Property"): A Plat of a 10.01 Acre tract of land (Tract 26) situated about 17.6 miles N 43 degrees W of Uvalde in Uvalde County, Texas, and being more particularly described by metes and bounds in Exhibit "A" to General Warranty Deed dated May 22, 2024 and recorded under Instrument No. 2024022141 in the Official Public Records of Uvalde County, Texas.

WHEREAS, Massey is the owner of the following real property (hereinafter referred to as the "Massey Property"): 1.112 acre tract of land lying and being situated on and south of the Nueces River, in Uvalde County, Texas; about 17.8 miles N 46 ° W of the City of Uvalde, the County Seat; all within Sur. No. 155, Anthony Blandin, Original Grantee, Abst. No. 40. Said 1.112 acre tract containing middle portions of Tracts 21 & 22, of the Earl J. Hutcherson Subdivision, as recorded in Vol. 2, Page 77, Slide 87-B, of the Plat Records of said County; and being the northeast portion of the same lands designated as "Tract I", as referred to and conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Corrected Warranty Deed dated December 30, 1996, and recorded in Vol. 373, Pages 587-593, of the Official Public Records of said County. Said 1.112 acre tract being bounded on the west by a 117.065 acre tract (this date surveyed -- for deed to Martha Clark Delaittre --northwest portion of said Clark Land, Ltd. Property); on the north by the south bank of said Nueces River; on the east by the remainder of the Lucille J. Clark 664 acre tract, as recorded in Vol. 361, Pages 267-271, of the Official Public Records of said County; and on the south by the Taylor Elaine Massey 19.247 acre tract, as recorded in Document No. 2020004811, of the Official Public Records of said County. Said 1.112 acre tract fully encompassing a middle portion of a 50.00 ft. wide road access easement (Document Nos. 2021012444, 2022013734, & 2022015453, Official Public Records); and being more fully described by metes and bounds in Exhibit "A" to General Warranty Deed dated November 22, 2022 recorded under Document No. 2022016847 in the Official Public Records of Uvalde County, Texas.

WHEREAS, in connection with the conveyances of the Hawkins Family Property, Pecan Nueces Property, Biel Property, Russell Lackey Property, and Matthew W. Lackey Property, Hawkins Family, Pecan Nueces, Biel, Russell Lackey, and Matthew W. Lackey were each granted an easement over and across the following real property: Being a 50.00 foot wide Non-Exclusive Road Access easement lying and being situated on and west of State Hwy. No. 55, in Uvalde County, Texas; about 17.8 miles N 46 deg. W of the City of Uvalde, the County Seat; and lying withing the various original Surveys, as follows:

Survey No 152, Isaac M. Lyons, Original Grantee, Abstract No. 318

Survey No. 154, Anthony Blandin, Original Grantee, Abstract No. 41

Survey No. 155, Anthony Blandin, Original Grantee, Abstract No. 40

Said 50.00 ft. wide road access easement being a portion of the following:

1. a 664 acre tracts, as conveyed to Lucille Jackson Clark, by Everett L. Clark, by Gift Deed dated January 22, 1996, and recorded in Volume 361, Pages 267-271, of the Official Public Records of said County;

2. Tracts 14-22, of the Earl J. Hutcherson Subdivision (Vol. 2, Page 77, Slide 87-B, Plat Records), designated as "Tract I", as conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Warranty Deed dated March 1, 1996, and recorded in Vol. 362., Pages 408-412, of the Official Public Records of said County; and

3. a 3.123 acre tract, designated as "Second Tract", as conveyed to Everett L. and Lucille J. Clark, by Clark Land, Ltd., by Quitclaim Deed dated December 30, 1996, and recorded in Vol. 373, Page 594-597, of the Official Public Records of said County.

Said 50.00 ft. wide Non-Exclusive Road Access easement being more particularly described by metes and bounds in the various deeds referenced above for the Hawkins Family Property, the Pecan Nueces Property, the Biel Property, the Russell Lackey Property, and the Matthew W. Lackey Property (hereinafter referred to as the "Prior Easement").

WHEREAS, during the course of construction of a road across various portions of the real property described herein it became necessary to modify the Prior Easement as to the location of the Prior Easement across the Massey Property, and Massey, Hawkins Family, and Pecan Nueces executed an Easement Agreement for Access and Release of Easement dated June 8, 2023 and recorded under Instrument No. 2023019402 in the Official Public Records of Uvalde County, Texas.

WHEREAS, it is necessary again to modify the location of the Prior Easement as it relates to the Massey Property and the Hawkins Family Property so that the road, as constructed, is located within the Easement Property.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Modification of Easement

Grantor: Joseph M. Massey and Barbara C. Massey
7607 Woodhaven St.
San Antonio, Texas 78209

Hawkins Family Partners, LP
5716 Hwy 290 W Suite 200
Austin, Texas 78735

Grantee: Joseph M. Massey and Barbara C. Massey
7607 Woodhaven St.
San Antonio, Texas 78209

Hawkins Family Partners, LP
5716 Hwy 290 W Suite 200
Austin, Texas 78735

Pecan Nueces River, LLC
5716 Hwy 290 W Suite 200,
Austin, Texas 78735

Walter Biel
P.O. Box 869
Dripping Springs, Texas 78620

Russell Lackey
3311 Purgatory Road
New Braunfels, Texas 78132

Matthew W. Lackey
2301 Flushing Meadows
Weslaco, Texas 78596

Dominant Estate Property: the Hawkins Family Property, the Pecan Nueces Property, the Biel Property, the Russell Lackey Property, and the Matthew W. Lackey Property.

Easement Property: the Prior Easement, except that insofar as the Prior Easement is situated on the Massey Property, it is hereby modified as described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, and insofar as the Prior Easement is situated on the Hawkins Family Property, the Prior Easement is hereby modified as described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from State Highway 55.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of Uvalde County and other applicable governmental entities.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Release of Prior Easement: Grantee is retaining the Prior Easement, but is modifying it herein so that, as it relates to the Massey Property and the Hawkins Family Property, the easement is modified as described in the Easement Property. Grantee, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantor and Grantor's heirs, successors, and assigns the Prior Easement insofar as the Prior Easement is inconsistent with the Easement Property described herein, to have and to hold for Grantor and Grantor's heirs, successors, and assigns forever.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signature pages follow.

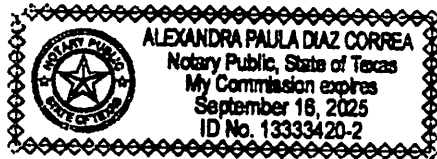
Barbara C Massey
Barbara C. Massey

Joseph M Massey
Joseph M. Massey

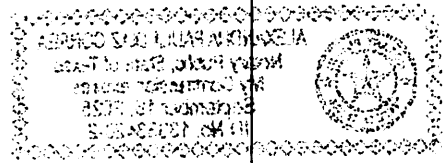
STATE OF TEXAS)

COUNTY OF Bexar)

This instrument was acknowledged before me on March 24th, 2025, by
Barbara C. Massey and Joseph M. Massey.



[Signature]
Notary Public, State of Texas
My commission expires: 9/16/2025



HAWKINS FAMILY PARTNERS, L.P.

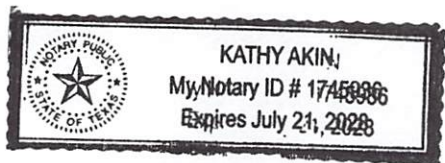
D. Kris Hawkins
By: D. Kris Hawkins, General Partner

Nedra Hawkins
By: Nedra Hawkins, General Partner

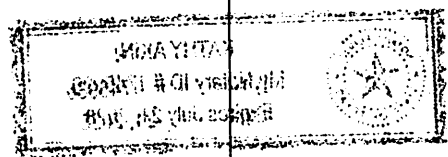
STATE OF TEXAS)

COUNTY OF Texas)

This instrument was acknowledged before me on March 14TH, 2025, by
D. Kris Hawkins and Nedra Hawkins in the capacities stated above.



Kathy Akin
Notary Public, State of Texas
My commission expires: 7-21-28



PECAN NUECES RIVER, LLC

D. Kris Hawkins

By: D. Kris Hawkins, General Partner of Hawkins Family Partners, L.P., the Manager of Hawkins-Shawn Management, LLC, acting as General Partner of Shawn Anderson Kris Holding Company LP, Manager

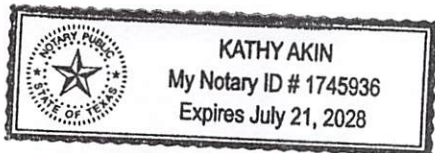
Nedra Hawkins

By: Nedra Hawkins, General Partner of Hawkins Family Partners, L.P., the Manager of Hawkins-Shawn Management, LLC, acting as General Partner of Shawn Anderson Kris Holding Company LP, Manager

STATE OF TEXAS)

COUNTY OF TRAVIS)

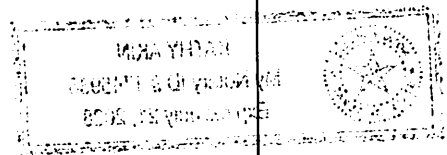
This instrument was acknowledged before me on March 14th, 2025, by D. Kris Hawkins and Nedra Hawkins in the capacities stated above.



Kathy Akin

Notary Public, State of Texas

My commission expires: 7-21-28



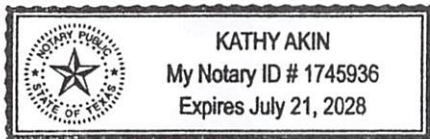
Walter Biel

Walter Biel

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on MARCH 13TH, 2025, by
Walter Biel.



Kathy Akin

Notary Public, State of Texas

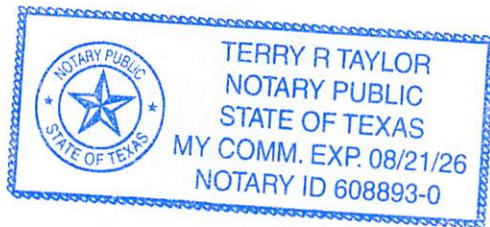
My commission expires: 7-21-28

Russell Lackey
Russell Lackey

STATE OF TEXAS)

COUNTY OF Comal)

This instrument was acknowledged before me on April 8, 2025, by
Russell Lackey.



Terry R Taylor
Notary Public, State of Texas
My commission expires: 8/21/26

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100-368612

DATE _____

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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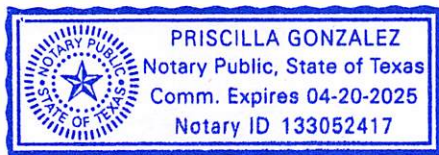


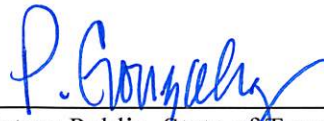
Matthew W. Lackey

STATE OF TEXAS)

COUNTY OF Uvalde)

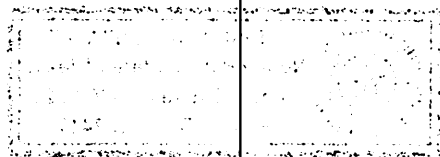
This instrument was acknowledged before me on March 19, 2025, by Matthew W. Lackey.





Notary Public, State of Texas

My commission expires: 04-20-2025



STATE OF TEXAS
COUNTY OF UVALDE

Exhibit "A"

PREPARED FOR: Hawkins Family Partners, LP

FIELD NOTES TO DESCRIBE

Easement #1 (0.19 Acre) situated about 17.6 miles N 43° W of Uvalde in Uvalde County, Texas, and being out of Survey No. 155, Abstract No. 40, Anthony Blandin, original grantee, and being out of a 1.112 Acre Tract as described from Martha Clark Delaittre to Joseph M. Massey & Barbara C. Massey in deed dated November 22, 2022 and recorded in Document #2022016847 of the Official Public Records of Uvalde County, Texas, and being more particularly described as follows:

BEGINNING: At the upper Southeast corner of Easement #2 (0.26 Acre, this day surveyed) and the Southwest corner of this easement in the upper East line of a 117.065 Acre Tract (Document #2022016544, Official Public Records), the East line of a 10.01 Acre Tract (Tract 29, surveyed January 12, 2023), and the West line of said 1.112 Acre Tract from which a 5/8" iron pin found by 10" creosote post for the upper Southeast corner of said 117.065 Acre Tract, the Southeast corner of Tract 29, and the Southwest corner of said 1.112 Acre Tract bears S 12° 07' 05" E 96.57 feet;

THENCE: N 12° 07' 05" W 66.00 feet with the East line of Tract 29 and the West line of said 1.112 Acre Tract to the Northeast corner of said Easement #2 and the lower Northwest corner of this easement;

THENCE: Crossing said 1.112 Acre Tract with the North line of this easement as follows:
N 37° 08' 09" E 4.00 feet to an angle point;
N 27° 36' 21" E 148.30 feet to an angle point;

THENCE: S 34° 13' 52" E 56.71 feet with the West line of the remainder of a 664 Acre Tract (Volume 361, Page 267, Official Public Records) and the East line of said 1.112 Acre Tract to the Southeast corner of this easement;

THENCE: Crossing said 1.112 Acre Tract with the South line of this easement as follows:
S 27° 36' 21" W 125.70 feet to an angle point;
S 37° 08' 09" W 51.24 feet to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 6th day of December 2024.

Keith Howard

Keith Howard, R.P.L.S. No. 5949
Howard Surveying
TBPELS Firm No. 10125700
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



FIELD NOTES TO DESCRIBE

Easement #2 (0.26 Acre) situated about 17.6 miles N 43° W of Uvalde in Uvalde County, Texas, and being out of Survey No. 155, Abstract No. 40, Anthony Blandin, original grantee, and being out of a 117.065 Acre Tract as described from HM DeLaittre, Jr., et ux to Hawkins Family Partners, LP in deed dated October 17, 2022 and recorded in Document #2022016544 of the Official Public Records of Uvalde County, Texas, and a 10.01 Acre Tract (Tract 29, surveyed January 12, 2023), and being more particularly described as follows:

BEGINNING: At the Southwest corner of Easement #1 (0.19 Acre, this day surveyed) and the upper Southeast corner of this easement in the West line of a 1.112 Acre Tract (Document #2022016847, Official Public Records), the upper East line of said 117.065 Acre Tract, and the East line of Tract 29 from which a 5/8" iron pin found by 10" creosote post for the upper Southeast corner of said 117.065 Acre Tract, the Southeast corner of Tract 29, and the Southwest corner of said 1.112 Acre Tract bears S 12° 07' 05" E 96.57 feet;

THENCE: Crossing Tract 29 with the South line of this easement as follows:

S 37° 08' 09" W 154.79 feet to an angle point;

S 47° 41' 53" W 51.46 feet to the Southwest corner of this easement in the North line of a 19.247 Acre Tract (Document #2020004811, Official Public Records) and the South line of Tract 29 from which said 5/8" iron pin found by 10" creosote post for the upper Southeast corner of said 117.065 Acre Tract, the Southeast corner of Tract 29, and the Southwest corner of said 1.112 Acre Tract bears N 67° 15' 38" E 164.57 feet

THENCE: N 42° 18' 08" W 50.00 feet into Tract 29 to the Northwest corner of this easement;

THENCE: With the North line of this easement as follows:

N 47° 41' 53" E 46.84 feet to an angle point;

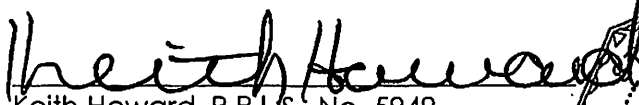
N 37° 08' 09" E 193.24 feet to the Northwest corner of said Easement #1 and the Northeast corner of this easement;

THENCE: S 12° 07' 05" E 66.00 feet with the West line of said 1.112 Acre Tract and the East line of Tract 29 to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 6th day of December 2024.


Keith Howard, R.P.L.S. No. 5949
Howard Surveying
TBPELS Firm No. 10125700
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



FILED FOR RECORD

OFFICIAL PUBLIC RECORDS
Donna M. Williams, County Clerk
Uvalde County, Texas

2025025152

April 16, 2025 at 12:02 PM

I, Donna M. Williams, County Clerk, do hereby certify
that the foregoing instrument was FILED FOR RECORD
on the date and time stamped hereon and was duly recorded
in the Official Public Records of Uvalde County, Texas.



DONNA M. WILLIAMS, County Clerk
Uvalde County, Texas
By *Juliana Shore* Deputy

