



DECLARATION OF COVENANTS, CONDITIONS
EASEMENT AND RESTRICTIONS
FOR
LOCKHART ACRES SUBDIVISION

WHEREAS, JANSON 21 LOCKHART ACRES LLC, an individual protected series of JANSON 21, LLC, a Texas series limited liability company ("Declarant") desires to hereby impose certain covenants, conditions and restrictions upon and against the Property (the "Property") described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property will consist of Lots in the "LOCKHART ACRES Subdivision", an exempt and unrecorded subdivision in Caldwell County, Texas; and

WHEREAS, Declarant is the owner of the entirety of the Property.

NOW, THEREFORE, as the owner of the entirety of the Property, Declarant hereby executes and records in the Official Public Records of Caldwell County, Texas this Declaration of Covenants, Conditions and Restrictions for LOCKHART ACRES Subdivision and thereby imposes the terms and provisions hereof on the Property.

This Declaration of Covenants, Conditions and Restrictions for LOCKHART ACRES Subdivision (the "Declaration") governs all Lots from time to time contained within the Property (the "Subdivision").

I.
CERTAIN DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

1.01 "**Declarant**" refers to JANSON 21 LOCKHART ACRES LLC, an individual protected series of JANSON 21, LLC, a Texas series limited liability company, its assignees and other lawful successors in interest.

1.02 "**Declaration**" refers to this Declaration of Covenants, Conditions, and Restrictions of LOCKHART ACRES Subdivision, as it may be amended from time to time.

1.03 "**Improvement**" means every structure and all appurtenances thereto of every type and kind, including, but not limited to, streets, buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular, cable or satellite television, or other utilities.

1.04 "**Lot**" means any parcel of land within the Property as described on Exhibit "A" attached hereto and made a part hereof.

1.05 "Owner" means any person holding a fee simple interest in any portion of the Property. A mortgagee is not an Owner.

1.06 The "Property" means all the land in Caldwell County, Texas, as legally described on Exhibit "A" attached hereto and made a part hereof.

II. GENERAL RESTRICTIONS

2.01 Nuisance and Hazardous Activities. No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Without limiting the generality of the foregoing, (a) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (b) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (c) no toxic substances shall be dumped or discharged onto or into any part of the Property. No portion of the Property shall be used in a manner that creates a nuisance to other Owners. Nuisance shall include but not be limited to loud music between the hours of 10:00pm and 6:00am, any lighting that protrudes outward and/or upward, and loud unmuffled vehicles.

2.02 Subdivision. Lots may be further subdivided into two or more smaller lots provided a proper and complete application is approved through the entity or entities having subdivision jurisdiction at that time. This is not a guarantee that a subdivision is possible or feasibly only that it is allowed.

2.03 Sanitary Sewers. No outside, open or pit type toilets will be permitted on the Property. No cesspools will be permitted on the Property. All dwellings constructed in this Subdivision must have a septic or sewage disposal system installed which complies with the requirements of all governing agencies with jurisdiction over such matters prior to occupancy. The foregoing restriction shall not be construed to prohibit portable outdoor toilets for construction workers from being placed on any Lot during actual construction of a residence on such Lot.

III. USE AND CONSTRUCTION RESTRICTIONS

3.01 Residential Subdivision: Except as expressly provided in this Declaration to the contrary, each Lot will be used exclusively for single-family residential and/or recreational purposes. Any commercial use including but not limited to an RV Park or Storage Yard is strictly prohibited unless express written consent is provided by the Declarant permitting such use.

3.02 Motif; Building Materials for Site Built Homes: All buildings upon the lot shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include wood, brick, cement board, stone or stucco for exterior walls of primary residential structures and guest houses. All roofs must be of tile, metal or 20, or greater year, 3-tab asphalt dimensional-only shingle. The exterior design, construction, and overall appearance of the primary residence, garage and of any guest house must be single-family residential and must conform with the same exterior finish requirements as for the primary residence,

as set forth above. Barndominiums are allowed. A “barndominium” is defined as a steel or wood framed building with sheet metal siding that has any living space inside and must be built from approved materials as outlined above with the exception that exterior walls may be constructed of steel and sheet metal. A detached garage serving the main house and/or guest house shall not be considered a separate structure.

3.03 Mobile Homes:

1. Single-wide mobile homes are strictly prohibited.
2. Double-wide mobile homes are approved provided:
 - a. At time of placement on the property mobile home does not exceed five (5) years in age and is in new or like-new condition; and
 - b. Mobile homes shall be underpinned and skirted with fiber cement board or masonry within 60 days from date placed on the property and must have a professional quality appearance; and
 - c. The home is used as the primary or secondary residence; and
 - d. No more than one (1) mobile home is allowed per five (5) acres, on average.
3. A “tiny house” having the same general characteristics of a site-built home or manufactured home shall be allowed and shall be considered a mobile home.

3.04 Setback and Slope Requirements, Utility Easements. An easement is expressly reserved in, on, over and through the Property shown on “Exhibit A” as follows:

1. A fifteen foot (15') drainage and utility easement is created and reserved along the sides and rear perimeter of each Lot
2. A thirty foot (30') drainage and utility easement is created and reserved along the front perimeter of each Lot
3. The purpose of the easements are for general drainage as well as the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any or all public or private utilities, including but not limited to cable, internet, water, electricity, wastewater, and related facilities (collectively, the “Facilities”) which would be necessary to supply any public or private utility service to any Lot in the Subdivision.
4. No residence or other structure may be located any nearer than sixty feet (60') from the front Lot Line (i.e., the Lot line which directly faces a Public Roadway), nor nearer than fifty feet (50') from any rear Lot Line, nor nearer than fifteen feet (15') from any side Lot line.
5. Reservations from Conveyance: None.
6. Exceptions to Warranty: None.
7. 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, 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 and Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

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

a. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the 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 any interest in the Property.

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

c. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

d. *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 the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. 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.

e. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities 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 the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal 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 Facilities, subject to replacement of the fences to their original condition on the completion of the work.

f. *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.

g. *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.

h. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

i. *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.

j. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

k. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

l. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning 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 the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

m. *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. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

n. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

3.05 Maintenance. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot.

3.06 Litter, Rubbish and Debris. No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept out of sight from the main road except for pickup days. Any compost pile must be (a) properly maintained, (b) not visible from any street, and (c) located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least twice each calendar month and under no circumstance shall trash be disposed of through burning on any Lot. The Declarant reserves the right to contract with a licensed trash removal service to serve the garbage collection needs of the Property, with each Owner paying for the service to his or her Lot.

3.07 Storage Tanks, Antennae. Any dishes or antennae for electromagnetic reception/transmission must be less than 24" in diameter and located to the rear of the residence on such Lot and at least 50 feet from all Lot lines. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television, electromagnetic or radio signal on any other Lot. Storage tanks (i.e., for water, propane, butane, etc.) are allowed and may be placed in any reasonable location upon the lot.

3.08 Noise. No unreasonably loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property.

3.09 Livestock, Pets & Grazing. The raising or keeping of hogs on any part of the Subdivision is strictly prohibited. No pets shall be kept, bred, or maintained for any commercial purposes.

THE FOLLOWING EXCEPTIONS TO APPLY:

(a) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(b) Exotic game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.

(c) Dogs, cats, or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(e) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

3.10 Construction Activities. This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, all adjoining roadways and thoroughfares shall be kept free from debris, and during construction, each. In the event that construction upon any Lot does not conform to the requirements set forth above, or otherwise does not conform to usual good construction practices in the area, the other Owner's bound by these covenants, conditions and restrictions shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Property, then the Owner's bound by these covenants, conditions and restrictions may arrange for such debris to be

removed and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due thereunder, including reasonable attorneys' fees.

3.11 Junked Motor Vehicles; Junk. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or allowed to remain on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

3.12 Water Supply, Septic System. No outside toilets will be permitted, except temporarily during the construction of improvements. All septic tanks must conform to regulations applicable to the Lot. Each Owner shall be responsible for the water and septic/wastewater system installed on such Owners Lot. All water and septic/wastewater systems shall conform to regulations applicable to the Lot and certification by each regulatory authority having jurisdiction over septic/wastewater and water systems shall be conducted in compliance with applicable regulations.

3.13 Water Run-off. Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water run-off to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street, ditch or adjacent property.

3.14 Buses, Trailers and Boats. No trailer or boat shall be left parked in the street abutting any Lot except for construction and repair equipment used in connection with the construction or repair of a residence.

3.15 Pool Fencing. ALL POOLS MUST BE INDEPENDENTLY FENCED FOR SAFETY.

IV. MISCELLANEOUS

4.01 Construction. This Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.

4.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof

and, by acquiring the Lot, agrees to hold Declarant, and her respective successors and assigns, harmless therefrom.

4.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

4.04 Enforcement and Nonwaiver. Any Owner (at his/her own expense), and/or Declarant shall have the right to enforce any or all of the provisions of this Declaration. In order to enforce the Declaration, Owner, and/or Declarant, shall deliver written notice to the alleged violator who shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining party and/or other Owners, in which case the notice period will be reduced to the maximum time which will not cause serious harm to others); and if the alleged violator fails to do so, then the complaining party shall have the right to enforce the provisions of this Declaration. The failure of any party to enforce the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce this Declaration or to recover his/her attorney's fees and costs of suit from the other party.

GRANTOR:

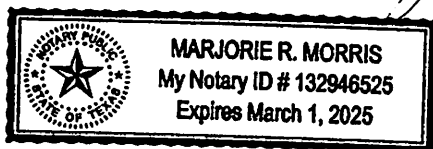
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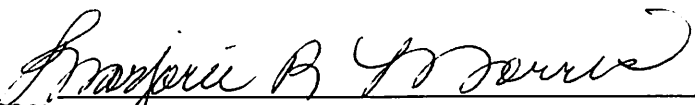


Janet Spillers, Manager

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on September 27, 2021, by Janet Spillers as Manager of JANSON 21 LOCKHART ACRES LLC, an individual protected series of JANSON 21, LLC, a Texas series limited liability company on behalf of said company.





Notary Public, State of Texas
My commission expires March 01, 2025

GRANTEE:

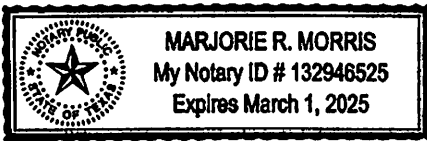
JANSON 21 LOCKHART ACRES LLC

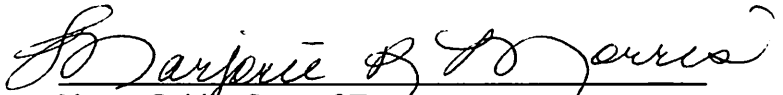


Janet Spillers, Manager

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on September 27, 2021, by Janet Spillers as Manager of JANSON 21 LOCKHART ACRES LLC, an individual protected series of JANSON 21, LLC, a Texas series limited liability company on behalf of said company.





Notary Public, State of Texas
My commission expires: March 21, 2025

EXHIBIT A

FIELD NOTE DESCRIPTION FOR AN 11.42 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 11.42 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296 AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSON 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

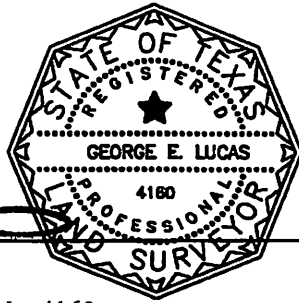
BEGINNING at a 1/2 inch iron rod found, lying in the west right-of-way of Cattlemens Row, a public road, marking the northeast corner of a 6.83 acre tract of land conveyed by Warranty Deed with Vendor's Lien to John R. and Jana L. Barnes, recorded in Volume 238, Page 204 of the Official Public Records of Caldwell County, Texas, common with the southeast corner of a 120.85 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Jansen 21 Lockhart Acres, LLC, an individual protected series of Jansen 21, LLC, a Texas series limited liability company, recorded in Document 2021-005392 of the Official Public Records of Caldwell County, Texas, for the southeast corner of this tract;

THENCE, South 80°06'36" West, a distance of 2,289.58 feet, along the north line of said 6.83 acre tract, and a certain 13.51 acre tract of land conveyed by Warranty Deed to Jean S. Seay and Mary Lynn Seay, recorded in Volume 464, Page 662 of the Official Public Records of Caldwell County, Texas, and a certain 10.00 acre tract of land conveyed by General Warranty Deed to Donna Jo Toomey, recorded in Volume 122, Page 907 of the Official Public Records of Caldwell County, Texas, and a certain 8.07 acre tract of land conveyed by General Warranty Deed to Kenneth Joe Johnson and Annette Johnson, recorded in Volume 581, Page 579 of the Official Public Records of Caldwell County, Texas, and a certain 34.06 acre tract of land conveyed by General Warranty Deed with Vendor's Lien to Kenneth Joe Johnson and Annette Johnson, recorded in Volume 581, Page 596 of the Official Public Records of Caldwell County, Texas, common with the south line of this tract, to a 1/2" iron rod set, for the southwest corner of this tract;

THENCE, through and across said 120.85 acre tract, the following four (4) courses and distances:

- 1) North 10°14'08" West, a distance of 397.35 feet, to a 1/2" iron rod set, for the northwest corner of this tract;
- 2) North 79°08'34" East, a distance of 1,072.11 feet, to a 1/2" iron rod set, for an angle corner of this tract;
- 3) South 10°58'02" East, a distance of 365.50 feet, to a 1/2" iron rod set, for an angle corner of this tract, and;
- 4) North 80°06'36" East, a distance of 1,213.06 feet, to a 1/2" iron rod set, lying in the west right-of-way line of said Cattlemans Row, common with the east line of said 120.85 acre tract, for the northeast corner of this tract

THENCE, South 09°59'15" East, along the East line of this tract, the west right-of-way line of said Cattlemans Row, common with the east line of said 120.85 acre tract, a distance of 50.00 feet, to the POINT OF BEGINNING, containing 11.42 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR A 10.49 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 10.49 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSEN 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, lying in the west right-of-way of Cattlemens Row, a public road, marking the northeast corner of a 6.83 acre tract of land conveyed by Warranty Deed with Vendor's Lien to John R. and Jana L. Barnes, recorded in Volume 238, Page 204 of the Official Public Records of Caldwell County, Texas, common with the southeast corner of a 120.85 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Jansen 21 Lockhart Acres, LLC, an individual protected series of Jansen 21, LLC, a Texas series limited liability company, recorded in Document 2021-005392 of the Official Public Records of Caldwell County, Texas;

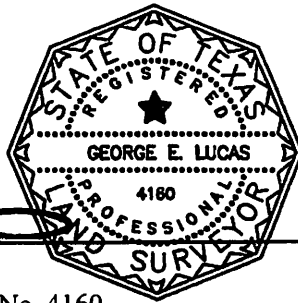
THENCE, North 09°59'15" West, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 50.00 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following three (3) courses and distances:

- 1) South 80°06'36" West, a distance of 1,213.06 feet, to a 1/2" iron rod set, for the southwest corner of this tract;
- 2) North 10°58'02" West, a distance of 365.50 feet, to a 1/2" iron rod set, for the northwest corner of this tract, and;
- 3) North 79°08'34" East, a distance of 1,219.45 feet, to a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the northeast corner of this tract;

THENCE, South 09°59'15" East, along the east line of this tract, common with the west right-of-way line of said Cattlemens Row, a distance of 386.02 feet, to the POINT OF BEGINNING, containing 10.49 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR AN 11.29 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 11.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSEN 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, lying in the west right-of-way of Cattlemens Row, a public road, marking the northeast corner of a 6.83 acre tract of land conveyed by Warranty Deed with Vendor's Lien to John R. and Jana L. Barnes, recorded in Volume 238, Page 204 of the Official Public Records of Caldwell County, Texas, common with the southeast corner of a 120.85 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Jansen 21 Lockhart Acres, LLC, an individual protected series of Jansen 21, LLC, a Texas series limited liability company, recorded in Document 2021-005392 of the Official Public Records of Caldwell County, Texas;

THENCE, North 09°59'15" West, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 436.02 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following three (3) courses and distances:

- 1) South 79°08'34" West, a distance of 2,291.56 feet, to a 1/2" iron rod set, for an angle corner of this tract;
- 2) South 10°14'08" East, a distance of 397.35 feet, to a 1/2" iron rod set, lying in the north line of a 34.06 acre tract of land conveyed by General Warranty Deed with Vendor's Lien to Kenneth Joe Johnson and Annette Johnson, recorded in Volume 581, Page 596 of the Official Public Records of Caldwell County, Texas, for the southeast corner of this tract, and;
- 3) South 80°06'36" West, a distance of 386.49 feet, along the south line of this tract, common with the north line of said 34.06 acre tract, to an iron fence post, marking the northwest corner of said 34.06 acre tract, common with an angle corner of a certain 15.91 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Jansen 21 Lockhart Acres, LLC, an individual protected series of Jansen 21, a Texas series limited liability company, recorded in Document No. 2021-005392 of the Official Public Records of Caldwell County, Texas, for the southwest corner of this tract;

THENCE, North 10°28'04" West, along the east line of said 15.91 acre tract, common with the west line of said 120.85 acre tract, a distance of 669.98 feet, to a corner gate post, for an angle corner of this tract;

THENCE, South 78°05'45" West, a distance of 20.25 feet, along an east line of said 15.91 acre tract, common with the west line of this tract, to a corner fence post, marking an angle corner of said 15.91 acre tract, common with the southeast corner of a certain 36.20 acre tract, conveyed by Warranty Deed to

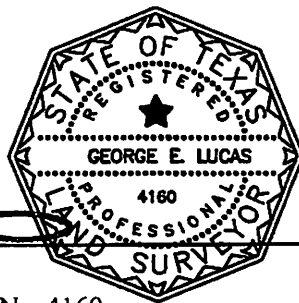
Orbin E. Voigt, recorded in Volume 253, Page 153 of the Official Public records of Caldwell County, Texas, for an angle corner of this tract;

THENCE, North 10°20'24" West, a distance of 283.37 feet, along the east line of said 36.20 acre tract, common with the west line of this tract, to a 1/2" iron rod set, for the northwest corner of this tract;

THENCE, through and across said 120.85 acre tract, the following three (3) courses and distances:

- 1) North 79°08'35" East, a distance of 409.99 feet, to a 1/2" iron rod set, for an angle corner of this tract;
- 2) South 10°14'08" East, a distance of 512.18 feet, to a 1/2" iron rod set, for an angle corner of this tract, and;
- 3) North 79°08'35" East, a distance of 2,291.77 feet, to a 1/2" iron rod set, the east line of this tract, common with the west right-of-way line of said Cattlemens Row, for the northeast corner of this tract;

THENCE, South 09°59'15" East, along the east line of this tract, common with the west right-of-way line of said Cattlemens Row, a distance of 50.00 feet, to the POINT OF BEGINNING, containing 11.29 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR A 12.26 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 12.26 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSEN 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, lying in the west right-of-way of Cattlemens Row, a public road, marking the northeast corner of a 6.83 acre tract of land conveyed by Warranty Deed with Vendor's Lien to John R. and Jana L. Barnes, recorded in Volume 238, Page 204 of the Official Public Records of Caldwell County, Texas, common with the southeast corner of a 120.85 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Jansen 21 Lockhart Acres, LLC, An individual protected series of Janson 21, LLC, a Texas series limited liability company, recorded in Document 2021-005392 of the Official Public Records of Caldwell County, Texas;

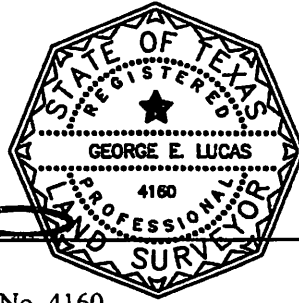
THENCE, North 09°59'15" West, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 436.02 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following three (3) courses and distances:

- 1) South 79°08'35" West, a distance of 1,220.26 feet, to a 1/2" iron rod set, for the southwest corner of this tract;
- 2) North 10°32'43" West, a distance of 437.01 feet, to a 1/2" iron rod set, for the northwest corner of this tract, and;
- 3) North 79°08'35" East, a distance of 1,224.52 feet, to a 1/2" iron rod set, for the northeast corner of this tract;

THENCE, South 09°59'15" East, along the east line of this tract, common with the west right-of-way line of said Cattlemens Row, a distance of 437.05 feet, to the POINT OF BEGINNING, containing 12.26 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR A 13.37 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 13.37 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSEN 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, lying in the west right-of-way of Cattlemens Row, a public road, marking the northeast corner of a 6.83 acre tract of land conveyed by Warranty Deed with Vendor's Lien to John R. and Jana L. Barnes, recorded in Volume 238, Page 204 of the Official Public Records of Caldwell County, Texas, common with the southeast corner of a 120.85 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Jansen 21 Lockhart Acres, LLC, an individual protected series of Janson 21, LLC, a Texas series limited liability company, recorded in Document 2021-005392 of the Official Public Records of Caldwell County, Texas;

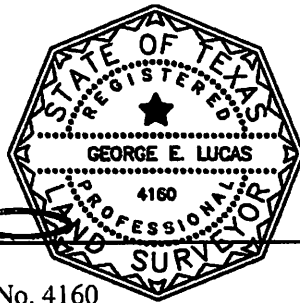
THENCE, North 09°59'15" West, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 923.07 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for a southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following five (5) courses and distances:

- 1) South 79°08'35" West, a distance of 1,224.52 feet, to a 1/2" iron rod set, for an angle corner of this tract;
- 2) South 10°32'43" East, a distance of 437.01 feet, to a 1/2" iron rod set, for the southeast corner of this tract;
- 3) South 79°08'35" West, a distance of 1,071.51 feet, to a 1/2" iron rod set, for the southwest corner of this tract;
- 4) North 10°14'08" West, a distance of 487.03 feet, to a 1/2" iron rod set, for the northwest corner of this tract, and;
- 5) North 79°08'35" East, a distance of 2,293.88 feet, to a 1/2" iron rod set, for the northeast corner of this tract;

THENCE, South 09°59'15" East, along the east line of this tract, common with the west right-of-way line of said Cattlemens Row, a distance of 50.01 feet, to the POINT OF BEGINNING, containing 13.37 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR A 12.22 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 12.22 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSON 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a corner fence post, lying in the west right-of-way line of Cattlemens Row, a public road, marking the southeast corner of a 253.00 acre tract of land, conveyed by Warranty Deed to Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, common with the northeast corner of a 120.85 acre tract of land, conveyed to Janson 21 Lockhart Acres, LLC, an individual protected series of Janson 21, LLC, recorded in Document No. 2021-005392 of the Official Public Records of Caldwell County, Texas;

THENCE, South $09^{\circ}59'15''$ East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 601.37 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

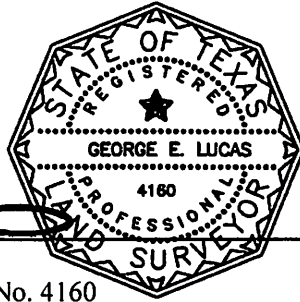
BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the northeast corner of this tract;

THENCE, South $09^{\circ}59'15''$ East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 400.57 feet, to a 1/2" iron rod set, for the southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following two (2) courses and distances:

- 1) South $79^{\circ}08'35''$ West, a distance of 1,326.18 feet, to a 1/2" iron rod set, for the southwest corner of this tract, and;
- 2) North $10^{\circ}51'25''$ West, a distance of 400.53 feet, to a 1/2" iron rod set, for the northwest corner of this tract;

THENCE, North $79^{\circ}08'35''$ East, a distance of 1,332.26 feet, to the POINT OF BEGINNING containing 12.22 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 27, 2021

FIELD NOTE DESCRIPTION FOR AN 11.54 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 11.54 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSEN 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a corner fence post, lying in the west right-of-way line of Cattlemens Row, a public road, marking the southeast corner of a 253.00 acre tract of land, conveyed by Warranty Deed to Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, common with the northeast corner of a 120.85 acre tract of land, conveyed to Jansen 21 Lockhart Acres, LLC, an individual protected series of Janson 21, LLC, a Texas series limited liability company, recorded in Document No. 2021-005392 of the Official Public Records of Caldwell County, Texas;

THENCE, South 09°59'15" East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 551.36 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

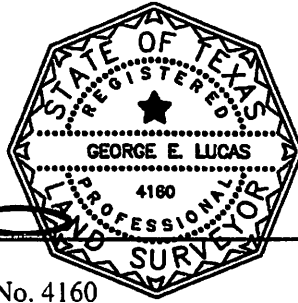
BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the northeast corner of this tract;

THENCE, South 09°59'15" East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 50.01 feet, to a 1/2" iron rod set, for a southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following five (5) courses and distances:

- 1) South 79°08'35" West, a distance of 1,332.26 feet, to a 1/2" iron rod set, for an angle corner of this tract;
- 2) South 10°51'25" East, a distance of 400.53 feet, to a 1/2" iron rod set, for the southeast of this tract;
- 3) South 79°08'35" West, a distance of 967.70 feet, to a 1/2" iron rod set, for the southwest corner of this tract;
- 4) North 10°14'08" West, a distance of 25.15 feet, to a 1/2" iron rod set, for the southwest corner of this tract, and;
- 5) North 10°56'51" West, a distance of 425.38 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, South 79°08'35" West, a distance of 2,301.14 feet, to the POINT OF BEGINNING containing 11.54 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR A 13.29 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 13.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSEN 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a corner fence post, lying in the west right-of-way line of Cattlemens Row, a public road, marking the southeast corner of a 253.00 acre tract of land, conveyed by Warranty Deed to Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, common with the northeast corner of a 120.85 acre tract of land, conveyed to Janson 21 Lockhart Acres, LLC, an individual protected series of Janson, LLC, a Texas Limited Liability Company, recorded in Document No. 2021-005392 of the Official Public Records of Caldwell County, Texas;

THENCE, South 09°59'15" East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 250.03 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

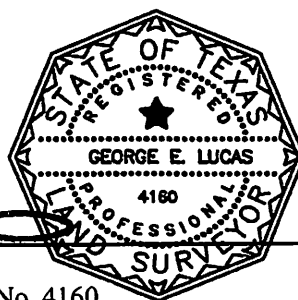
BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the northeast corner of this tract;

THENCE, South 09°59'15" East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 251.33 feet, to a 1/2" iron rod set, for the southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following two (2) courses and distances:

- 1) South 79°08'35" West, a distance of 2,301.41 feet, to a 1/2" iron rod set, for the southwest corner of this tract, and;
- 2) North 10°59'16" West, a distance of 251.30 feet, to a 1/2" iron rod set, for the northwest corner of this tract;

THENCE, North 79°08'35" East, a distance of 2,305.80 feet, to the POINT OF BEGINNING containing 13.29 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR AN 11.72 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 11.72 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSON 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a corner fence post, lying in the west right-of-way line of Cattlemens Row, a public road, marking the southeast corner of a 253.00 acre tract of land, conveyed by Warranty Deed to Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, common with the northeast corner of a 120.85 acre tract of land, conveyed to Janson 21 Lockhart Acres, LLC, a protected series of Janson 21, LLC, a Texas limited liability company, recorded in Document No. 2021-005392 of the Official Public Records of Caldwell County, Texas;

THENCE, South $09^{\circ}59'15''$ East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 250.03 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING;

BEGINNING at a 1/2" iron rod set, lying in the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, for the northeast corner of this tract;

THENCE, South $09^{\circ}59'15''$ East, along the west right-of-way of Cattlemens Row, a public road, common with the east line of said 120.85 acre tract, a distance of 50.01 feet, to a 1/2" iron rod set, for the southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following three (3) courses and distances:

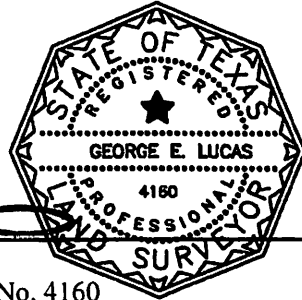
- 1) South $79^{\circ}08'35''$ West, a distance of 2,305.80 feet, to a 1/2" iron rod set, for an angle corner of this tract;
- 2) South $10^{\circ}59'16''$ East, a distance of 676.68 feet, to a 1/2" iron rod set, for a south corner of this tract;
- 3) South $79^{\circ}08'35''$ West, a distance of 409.99 feet, to a 1/2" iron rod set, lying in the east line of a certain 36.20 acre tract, conveyed by Warranty Deed to Orbin E. Voigt, recorded in Volume 253, Page 153 of the Official Public records of Caldwell County, Texas, common with the west line of this tract, for a southwest corner of this tract;


THENCE, North $10^{\circ}20'24''$ West, along the east line of said 36.20 acre tract of land, common with the west line of this tract, a distance of 976.72 feet, to a corner fence post, marking the southwest corner of a 253.00 acre tract of land, conveyed by Warranty Deed, Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, for the northwest corner of this tract;

THENCE, North $79^{\circ}08'35''$ East, along the north line of this tract, common with the north line of said 120.85 acre tract, common with the south line of said 253.00 acre tract, a distance of 399.63 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, South 10°51'25" East, a distance of 250.00 feet, through and across said 120.85 acre tract, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, North 79°08'35" East, a distance of 2,306.56 feet, to the POINT OF BEGINNING containing 11.72 acres of land, more or less.




George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FIELD NOTE DESCRIPTION FOR A 13.25 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS:

BEING 13.25 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CERTAIN 120.85 ACRES OF LAND, OUT OF THE S.C. TUNAGE SURVEY, ABSTRACT NO. 296, AND BEING A PORTION OF A THAT 224.66 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JANSON 21 LOCKHART ACRES, LLC, AN INDIVIDUAL PROTECTED SERIES OF JANSON 21 LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2021-005392 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

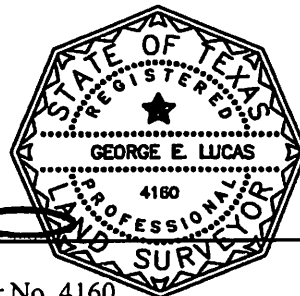
BEGINNING at a corner fence post, lying in the west right-of-way line of Cattlemans Row, a public road, marking the southeast corner of a 253.00 acre tract of land, conveyed by Warranty Deed to Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, common with the northeast corner of a 120.85 acre tract of land, conveyed to Janson 21 Lockhart acres, LLC, an individual protected series of Janson 21 LLC, a Texas series limited liability company, recorded in Document No. 2021-005392 of the Official Public Records of Caldwell County, Texas, for the northeast corner of this tract;

THENCE, South 09°59'15" East, a distance of 250.03 feet, to a 1/2" iron rod set, along the west right-of-way line of Cattlemans Row, a public road, common with the east line of said 120.85 acre tract, for a southeast corner of this tract;

THENCE, through and across said 120.85 acre tract, the following two (2) courses and distances:

- 1) South 79°08'35" West, a distance of 2,306.56 feet, to a 1/2" iron rod set, lying in the east line of a 36.20 acre tract of land, conveyed by Warranty Deed to Orbin E. Voigt, recorded in Volume 235, Page 153 of the Official Public Records of Caldwell County, Texas, for the southwest corner of this tract, for the southwest corner of this tract, and;
- 2) South 10°51'25" East, a distance of 250.00 feet, along the east line of said 36.20 acre tract of land, common with the west line of this tract, to a corner fence post, marking the southwest corner of a 253.00 acre tract of land, conveyed by Warranty Deed, Fred W. Hoskins, recorded in Volume 466, Page 341 of the Official Public Records of Caldwell County, Texas, for the northwest corner of this tract;

THENCE, North 79°08'35" East, along the north line of this tract, common with the north line of said 120.85 acre tract, common with the south line of said 253.00 acre tract, a distance of 2,310.35 feet, to the POINT OF BEGINNING, containing 13.25 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: August 30, 2021

FILED AND RECORDED

Instrument Number: 2021-007036 RESTRICTIONS AND COVENANTS

Filing and Recording Date: 09/28/2021 10:02:48 AM Pages: 28 Recording Fee: \$130.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

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

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.