

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.

Correction Deed of Trust

Basic Information

Date: January 9, 2024

Grantor: Angleton Park Managers, LLC

Grantor's Mailing Address:

Angleton Park Managers, LLC
P.O. Box 1754
Sugar Land, Texas 77487

Trustee: Jarrod D. Smith

Trustee's Mailing Address:

122 E. Myrtle
Angleton, Texas 77515

Lenders: David L. Smith and Jill L. Smith, a married couple

Lenders' Mailing Address:

PO BOX 248
DANBURY, TX 77534

Obligation

Note:

Date: December 8th, 2021

Original principal amount: \$600,000.00

Borrower: Angleton Park Managers, LLC

Lenders: David L. Smith and Jill L. Smith

Maturity date: December 8, 2026

Terms of Payment: As provided in the note.

Other Debt:

None.

Property (including any improvements):

Tract 1: a 4.08 acre tract of land out of a 12.94 acre tract of land out of tracts 61 and 62 of the New York and Texas land company subdivision of the J. De. J. Valderas survey, abstract 380, Brazoria county, Texas; said 12.93 acre tract containing a 4.08 acre tract and a 7.97 acre tract as described in volume 1570, page 68 of the deed records of Brazoria county, Texas, and also containing a portion of a platted road; and said 12.94 acre tract being more particularly described by metes and bounds in Exhibit "A" attached here to and made a part hereof.

Tract 2: A 0.870 acre tract of land, located within the J. De J. Valderas Survey, Abstract No. 380, being a portion of an abandoned Right of Way (R.O.W.) as recorded in Volume 1601, Page 878 of the Deed Records of Brazoria County, Texas (D.R.B.C.T.), also being a portion of a called 12.94 acre tract, less and except a called 1.19 acre tract, in the name of David L. Smith and Jill L. Smith, as recorded in County Clerks File No. (C.C.F.N.) 2005067756 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.) said 0.870 acre tract being more particularly described by metes and bounds in Exhibit "B" attached here to and made a part hereof.

TOGETHER WITH AN EASEMENT FOR ACCESS AND UTILITIES FOR THE BENEFIT OF THE LENDER AND THE SECURED PROPERTY AS DESCRIBED IN A DECLARATION OF EASEMENT DATED _____, 2021 AND RECORDED IN THE REAL PROPERTY RECORDS OF BRAZORIA COUNTY AND FURTHER DESCRIBED IN EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lenders will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lenders reasonably require ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lenders, and as to property loss, that are payable to Lenders under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lenders before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lenders, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lenders of any change of address
- h. keep any and all easements in place and in full force, including the 60' easement for access and utilities created in consideration of this

transaction. Grantor shall obtain Grantee's express written consent prior to cancelling, amending or otherwise making changes to any easements affecting the subject property.

C. Lenders' Rights

C.1. Lenders or Lenders' mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lenders are subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lenders may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lenders reasonably determine that repairs to the improvements are economically feasible, Lenders will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lenders from Grantor with respect to the Obligation or this deed of trust may, at Lenders' discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lenders with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lenders in their discretion determine.

C.5. If Grantor fails to perform any of Grantor's obligations, Lenders may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lenders specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lenders as the person to be paid under the policy in the event of a loss;**

(B) the Grantor must, if required by the Lenders, deliver to the Lenders a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lenders may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lenders may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lenders or Lenders' agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lenders may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lenders to foreclose this lien, Trustee will-

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order-

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lenders, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lenders against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lenders all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lenders will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lenders will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lenders notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lenders all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lenders may exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect. Lenders neither have nor assume any obligations as lessor or landlord with respect to any occupant of the Property. Lenders may exercise Lenders' rights and remedies under this paragraph without taking possession of the Property. Lenders will apply all

rent collected under this paragraph as required by the Texas Property Code as then in effect. Lenders are not required to act under this paragraph, and acting under this paragraph does not waive any of Lenders' other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.12. Grantor agrees to furnish on Lenders' request evidence satisfactory to Lenders that all taxes and assessments on the Property have been paid when due.

E.13. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.14. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

E.15. If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lenders or other holder of the Note, Lenders or other holder of the Note may, at their sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lenders or other holder of the Note have no obligation to consent to any such sale or conveyance of the Property, and Lenders or other holder of the Note are entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lenders or other holder of the Note in their sole discretion deem appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lenders or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent

sale under a subordinate lien to which Lenders or other holder of the Note have consented will not be construed as a sale or conveyance of the Property.

E.16. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.17. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.18. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.19. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.20. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lenders' rights under this deed of trust if an attorney is retained for its enforcement.

E.21. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.22. The term Lenders includes any mortgage servicer for Lenders.

E.23. Grantor hereby grants Lenders a right of first refusal with respect to Grantor's power to authorize any third party (other than Lenders pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lenders) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lenders, within ten days after receiving written notice from Grantor, fail to pay the ad valorem taxes pursuant to Lenders' rights as set forth in this instrument.

E.24. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lenders may elect to foreclose either of the liens without waiving the other or may foreclose both.

This deed is made as a correction deed in substitution of the deed titled "Deed of Trust " ("Corrected Deed") dated December 8th, 2021, and recorded in County Clerk File No. 2021081527 of the real property records of Brazoria County, Texas, to correct the following incorrect information: **The tract of land containing 0.870 acres, called "TRACT 2" in the Corrected Deed, was left off the previous deed in error. TRACT 2 should remain in the name of Angleton Park Managers LLC.** Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

Angleton Park Managers, LLC

BY: *Manish Jain*
Manish Jain, Member/Manager

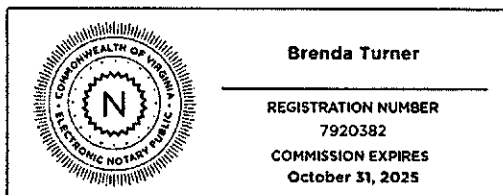
BY: Kahl Investment Group, LLC
Manager and Member

Bhavin Divecha
Bhavin Divecha, Member/Manager

STATE OF Virginia)

COUNTY OF Chesapeake)

This instrument was acknowledged before me on February 16th, 2024, by Manish Jain, Member/Manager and Bhavin Divecha, Member/Manager of Kahl Investment Group, LLC Manager and Member on behalf of Angleton Park Managers, LLC.



Brenda Turner
Notary Public, State of Virginia
My commission expires: 10/31/2025

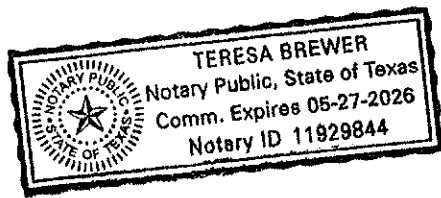
David L. Smith
David L. Smith

Jill L. Smith
Jill L. Smith

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 9, 2024, by David L. Smith and Jill L. Smith.



Teresa Brewer
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

David L. Smith
PO BOX 248
DANBURY, TX 77534

FLORIDA ACKNOWLEDGMENT

State of Florida)
 County of Broward)

On 02/19/2024 before me, Jaylen C Ford, by means of
Date Notary Name

☐ Physical Presence -- OR --

☒ Online Notarization,

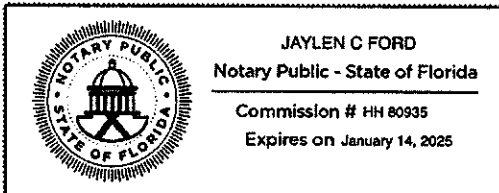
personally appeared Manish Jain
Name(s) of Signer(s)

☐ personally known to me -- OR --

☐ proved to me on the basis of the oath of _____ -- OR --
Name of Credible Witness

☒ proved to me on the basis of satisfactory evidence: TX driver's license
Type of ID Presented

to be the individual(s) whose name(s) is/are subscribed to the within instrument, & acknowledged to me that they executed the same in their authorized capacity(ies) and by proper authority, and that by their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which they acted, executed the instrument for the purposes and consideration therein stated.



WITNESS my hand and official seal.

Notary Public Signature: Jaylen C Ford

Notary Name: Jaylen C Ford

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Correction Deed of Trust

Document Date: 02/19/2024 Number of Pages (w/ certificate): 11

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Manish Jain

- ☐ Corporate Officer Title: Manager
☐ Partner -- ☒ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer Is Representing: Kahl Investment Group, LLC

Capacity(ies) Claimed by Signer(s)

Signer's Name: N/A

- ☐ Corporate Officer Title: _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer Is Representing: _____

Exhibit "A"

FIELD NOTES OF A 4.080 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 4.080 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the West right-of-way line of State Highway 288; said rod bears South 2° 51' 59" West 620.25 feet from a 1/2" iron rod found South 43° 24' 42" West 69.10 feet from a 1/2" iron rod found at the intersection of the South right-of-way line of County Road 341 with the West right-of-way line of State Highway 288; said beginning rod also marking the Northeast corner of said 12.94 acre tract;

THENCE; South 2° 58' 05" West 259.44 feet, along the West right-of-way line of State Highway 288, to a 1/2" iron rod set at the beginning of a curve to the right having a radius of 1107.92 feet;

THENCE; Along the West right-of-way line of State Highway 288, around said curve to the right through a chord which bears South 12° 42' 48" West 380.34 feet to a 5/8" iron rod found for corner at the Southeast corner of said 12.94 acre tract;

THENCE; North 89° 46' 00" West 219.57 feet, along the South line of said 12.94 acre tract, to a 5/8" iron rod found for corner in the East line of a 60 foot platted road;

THENCE; North 0° 16' 24" East 631.78 feet, along the East line of said 60 foot platted road, to a 1/2" iron rod set for corner in the North line of said 12.94 acre tract;

THENCE; South 89° 32' 55" East 313.72 feet, along the North line of said 12.94 acre tract, to the place of beginning.

Said tract therein containing 4.080 acres of land.

FIELD NOTES OF A 0.752 ACRE TRACT CONTINUED.....PAGE 2 OF 2

Exhibit "A"

THENCE; South 54° 41' 01" West 445.71 feet to the place of beginning.

Said tract therein containing 0.752 acres of land.

Exhibit "B"**FIELD NOTES FOR 0.870 ACRE**

Description of a 0.870 acre tract of land, located within the J. De J. Valderas Survey, Abstract No. 380, being a portion of an abandoned Right-of-Way (R.O.W.) as recorded in Volume 1601, Page 878 of the Deed Records of Brazoria County Texas (D.R.B.C.T.), also being a portion of a called 12.94 acre tract, less and except a called 1.19 acre tract, in the name of David L. Smith and Jill L. Smith, as recorded in County Clerks File No. (C.C.F.N.) 2005067756 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), said 0.870 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod, found for corner, being at the intersection of East line said abandoned R.O.W. and the North line of said called 12.94 acre tract, less and except a called 1.19 acre tract, from which a 5/8-inch iron rod found at the Northeast corner of said called 12.94 acre tract, less and except a called 1.19 acre tract, bears North $87^{\circ}20'06''$ East, a distance of 313.70 feet;

THENCE South $02^{\circ}50'35''$ East, along the East line of said abandoned R.O.W., over and across said called 12.94 acre tract, less and except a called 1.19 acre tract, a distance of 631.23 feet to a 1/2-inch iron rod found for corner, being at the intersection of the East line of said abandoned R.O.W. line and the South line of said called 12.94 acre tract, less and except a called 1.19 acre tract;

THENCE South $89^{\circ}30'30''$ West, along the South line of said called 12.94 acre tract, less and except a called 1.19 acre tract, over and across said abandoned R.O.W., a distance of 60.50 feet to a 1/2-inch iron rod found for corner;

THENCE North $02^{\circ}46'56''$ West, along the West line of said abandoned R.O.W., over and across said called 12.94 acre tract, less and except a called 1.19 acre tract, a distance of 628.93 feet to a 1/2-inch iron rod found for corner, being at the intersection of the West line of said abandoned R.O.W. line and the North line of said called 12.94 acre tract, less and except a called 1.19 acre tract;

THENCE North $87^{\circ}20'06''$ East, along the North line of said called 12.94 acre tract, less and except a called 1.19 acre tract, over and across said abandoned R.O.W., a distance of 59.78 feet to the **POINT OF BEGINNING** of the above referenced tract of land, containing 0.870 acre of land, more or less.

A boundary survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Exhibit "C"

FIELD NOTES OF A 0.752 ACRE TRACT OUT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 0.752 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the South corner of a 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE; North 54° 41' 01" East 435.60 feet, along the Southeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner at the East corner of said 2.00 acre tract;

THENCE; North 44° 02' 51" West 139.76 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod set for the place of beginning of the herein described tract;

THENCE; North 44° 02' 51" West 60.00 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod found for corner at the North corner of said 2.00 acre and the most northerly Northwest corner of said 7.995 acre tract;

THENCE; North 54° 41' 01" East (Reference Bearing) 475.14 feet, along the Northwest line of said 7.995 acre tract, to a 5/8" iron rod found for angle point;

THENCE; South 89° 32' 55" East 99.50 feet, along the North line of said 7.995 acre tract, to a 1/2" iron rod set for corner in the West right-of-way line of a 60 foot road platted road;

THENCE; South 0° 19' 27" West 60.00 feet, along the West line of said 60 foot platted road, to a 1/2" iron rod set for corner;

THENCE; North 89° 32' 01" West 81.46 feet to a 1/2" iron rod set for angle point;

Exhibit "C"

PROPOSED 60 FOOT ROAD EASEMENT:

FIELD NOTES OF A 0.593 ACRE TRACT OUT OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRE TRACT IS KNOWN AS TRACT 61B-1 AND IS DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 0.593 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the West corner of said 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE; North 54° 41' 01" East (Reference Bearing) 435.60 feet, along the Northwest line of said 2.00 acre tract; to a 1/2" iron rod found for corner at the North corner of said 2.00 acre tract;

THENCE; South 44° 02' 51" East 60.00 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner;

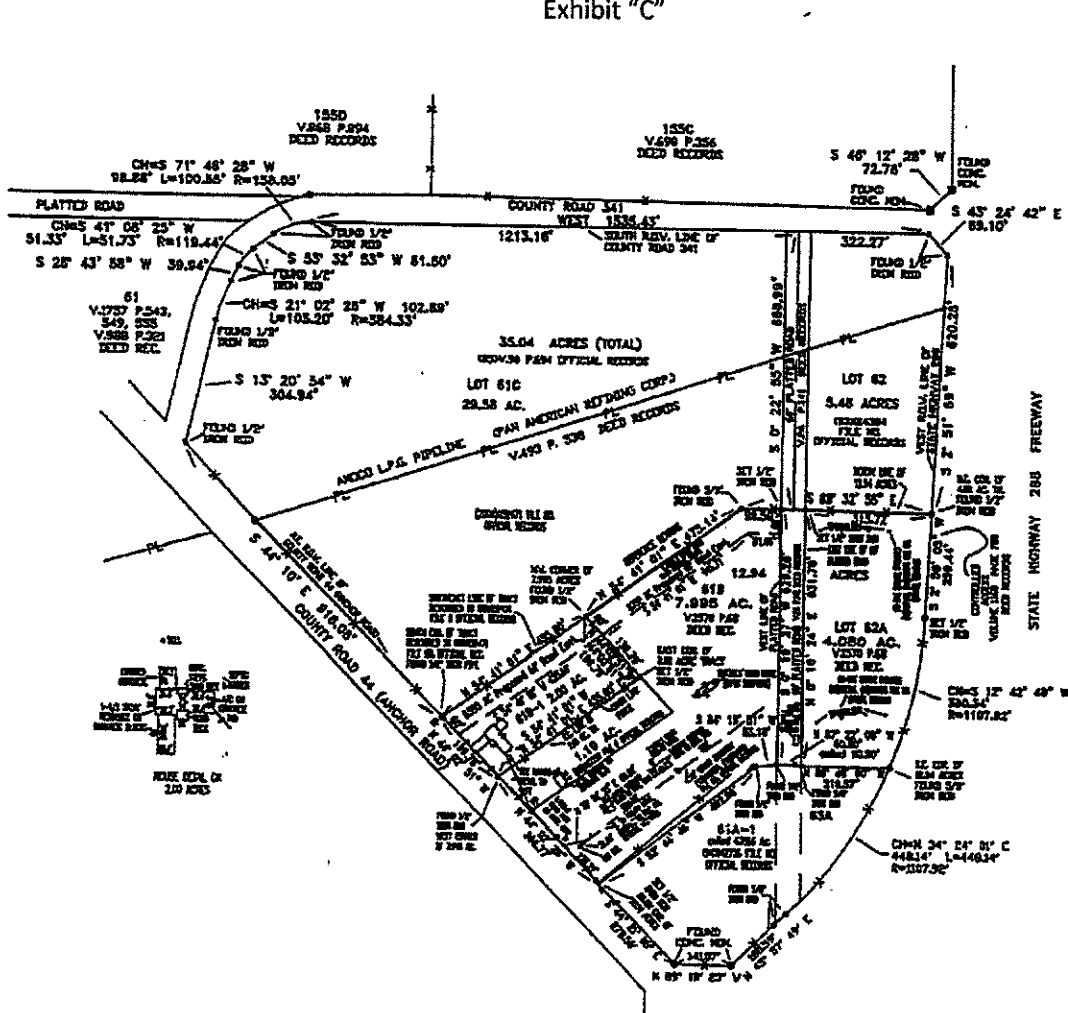
THENCE; South 54° 41' 01" West 435.60 feet to a 1/2" iron rod set for corner in the Northeast right-of-way line of County Road 44;

THENCE; North 44° 02' 51" West 60.00 feet, along the Northeast right-of-way line of County Road 44, to the place of beginning.

Said tract therein containing 0.593 acres of land.

PURCHASER: ANGLETON PARK MANAGERS, LLC
 DE-ATC021113629

Exhibit "C"



NOTES:

1. ALL SET 1/2" IRON NAILS HAVE CAP STAMPED STROUD, RPL'S 2012.
2. THE RIGHT-OF-WAY OF COUNTY ROAD 341 ON THE WEST END IS BASED ON THE CENTERLINE OF THE EXISTING PAVEMENT AND A SIXTY FOOT RIGHT-OF-WAY.
3. THE 1.79 ACRES IS PART OF THE 7.995 ACRES.

A PLAT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 7.995 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

A PLAT OF A 4.080 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 4.080 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

A PLAT OF A 2.000 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.000 ACRES BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 1806, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

PROPOSED 80 FOOT ROAD EASEMENT:
 A PLAT OF A 0.782 ACRE TRACT OUT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 0.782 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

PROPOSED 80 FOOT ROAD EASEMENT:
 A PLAT OF A 0.583 ACRE TRACT OUT OF A 2.000 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 0.583 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

SCALE: 1" = 20'

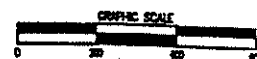
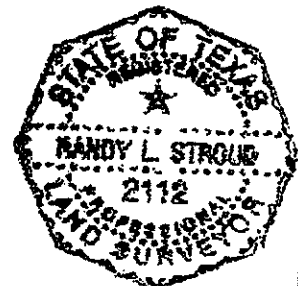
41 22-5-2

11-20-21, 21-1-21, 21-3-21

THE PLAT HEREON IS A REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN NOVEMBER, 2021. THE LINES AND DIMENSIONS OF SAID PROPERTY ARE AS INDICATED, THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS, BEING WITHIN THE BOUNDARIES OF THE PROPERTY LINES THE DISTANCES INDICATED. I HAVE LOCATED THE APPARENT ENCROACHMENTS SHOWN ON THE PLAT HEREON.

CERTIFIED: Randy L. Stroud
 RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE #2112

FROM THE OFFICE OF:
 RANDY L. STROUD, P.E.
 P.O. BOX 160206
 201 SOUTH VESLCO
 ANGLETON, TEXAS 77515
 979-848-3141



FILED and RECORDED

Instrument Number: 2024007411

Filing and Recording Date: 02/21/2024 02:19:10 PM Pages: 18 Recording Fee: \$89.00

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



A handwritten signature in black ink, which appears to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria 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 DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kaegan