

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2020-0035408

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FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 11/09/2020 at 02:47 PM</p> <p>Document Number: <u>2020-0035408</u></p> <p>Receipt No: <u>20-29685</u></p> <p>Amount: \$ <u>78.00</u></p> <p>Vol/Pg: <u>V:6677 P:492</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

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

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



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.

AFTER RECORDING, RETURN TO:
Travis Ranch Property Owners Association, Inc.
c/o Essex Association Management, L.P.
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

**AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH**
(Travis Ranch Marina Phase 2 and Boulevard Tracts)

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH (this "Supplement") is made and entered into as of November 5th, 2020 (the "Effective Date"), by CTMGT Travis Ranch LLC, a Texas limited liability company ("Declarant").

PRELIMINARY STATEMENTS

A. On December 17, 2004, Travis Ranch Development, L.P., a Texas limited partnership (the "Prior Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on January 4, 2005, as Document No. 00028654, and in Volume 2562, Page 351, of the Official Public Records of Kaufman County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated June 8, 2005, recorded on June 21, 2005, as Document No. 00012389, and in Volume 2663, Page 122, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on October 20, 2005, as Document No. 00023324, and in Volume 2751, Page 577, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on March 6, 2006, in Volume 2835, Page 489, of the Official Public Records of Kaufman County, Texas, as supplemented pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restriction for Travis Ranch dated March 6, 2006, recorded in Volume 2835, Page 449, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on April 30, 2007, in Volume 3045, Page 127, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch incorrectly named "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch" executed by Declarant, as successor in interest to Prior Declarant, as recorded

on March 27, 2017, as Document No. 2017-0006445, and in Volume 5296, Page 518, of the Official Public Records of Kaufman County, Texas, and as further amended by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on April 19, 2019, as Document No. 2019-0009310, and in Volume 5995, Page 336, of the Official Public Records of Kaufman County, Texas (as modified, amended and supplemented, and as may hereinafter be modified, amended or supplemented, the "Declaration").

B. Declarant holds all Declarant rights reserved under the Declaration and holds at least two-thirds of the total allocated votes of members of the Association, and pursuant to its rights as Declarant and holder of such two-thirds of the total allocated votes under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Supplement.

C. The Declarant desires to annex the real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Additional Land"), and executes and records this Supplement as evidence of its approval of inclusion and annexation of the Additional Land into the Property subject to the Declaration pursuant to Declarant's rights under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration. The Additional Land is owned by Travis Ranch Marina, LLC, a Texas limited liability company ("Travis Ranch Marina") and Travis Ranch Marina desires to join in this Supplement as "Owner" of the Additional Land to acknowledge, agree and approve of encumbering the Additional Land by the Declaration, as modified, amended and supplemented by this Supplement.

D. The Declarant and Travis Ranch Marina intends that the Additional Land be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of the Declaration will apply to the Additional Land, and Declarant desires to amend the Declaration to include such Additional Land within the Property, subject to the terms of this Supplement.

E. As of the date of this Supplement, the Development Period (as defined in the Declaration) has not yet expired, and the Declarant desires to modify and amend the Declaration in accordance with its rights under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration.

NOW, THEREFORE, Declarant does hereby adopt this Supplement as follows:

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Additional Land Subject to Declaration. In accordance with the provisions of the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Property subject to the Declaration, with such Additional Land developed or to be developed as Lots and/or Common Area, in accordance with a Plat approved and recorded or to be recorded in the map/plat

records of Kaufman County, Texas. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and Common Areas upon the Additional Land, and declares that Additional Land and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration, as may be modified or amended from time to time, and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Additional Land as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Additional Land with the same force and effect as if such Additional Land was originally included in the Declaration as part of the Initial Property, and the total number of Lots under the Declaration increased accordingly. Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration which apply to Lots and any residence or other improvement or structure constructed thereon. *Exhibit A* attached to the Declaration is hereby modified and amended to add to the land originally described on such *Exhibit A* of the Declaration, the Additional Land described on Exhibit A-1 attached hereto as if same was originally included in the Declaration.

3. Membership and Voting Rights. Each Owner of a Lot within the Additional Land shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

4. Assessments. An Assessment Lien is hereby created and reserved in favor of the Association to secure the collection of Assessments as provided in the Declaration, and as provided for, authorized, or contemplated herein. Each Owner of a Lot within the Additional Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, Assessments as provided in the Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

5. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration and Design Guidelines are not amended, modified or supplemented, and the Declaration and Design Guidelines, as amended hereby, are hereby supplemented and amended by the Declarant and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

6. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Headings. The headings contained in this Supplement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplement.


REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to be effective as of the Effective Date.

DECLARANT:

CTMGT TRAVIS RANCH LLC,
a Texas limited liability company

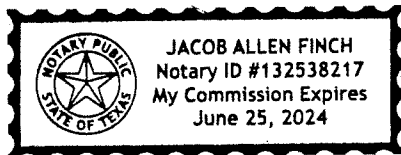
By: CTMGT, LLC,
A Texas limited liability company,
Authorized Member


By: 
Mehrdad Moayedi, Manager

STATE OF Texas §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager, CTMGT, LLC, a Texas limited liability company, Authorized Member of CTMGT Travis Ranch, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entities, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5TH day of NOVEMBER, 2019.20




Notary Public in and for the State of TX
My Commission Expires: 6/25/2024

[ADDITIONAL SIGNATURE PAGE OF TRAVIS RANCH MARINA FOLLOWS]

THE FOREGOING SUPPLEMENT IS HEREBY ACKNOWLEDGED, AGREED TO AND ACCEPTED BY:

TRAVIS RANCH MARINA:

TRAVIS RANCH MARINA, LLC,
a Texas limited liability company

By: [Signature]
Name: Bradford A. Phillips
Title: Member

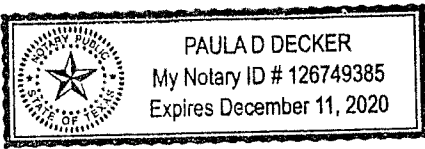
STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Bradford A. Phillips the Member of Travis Ranch Marina, LLC, a Texas LLC, the General partner of Travis Ranch Marina, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entities, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of November, 2020.

Paula D. Decker

My Commission Expires: 12/11/2020 Notary Public in and for the State of Texas



CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT is entered into by LIBERTY BANKERS LIFE INSURANCE COMPANY (“Lender”), as the holder of that certain:

- (i) Deed of Trust recorded August 15, 2008 under Instrument No. 2008-00015723, and in Volume 3448, Page 131, of the Official Public Records of Kaufman County, Texas (the “County Records”), additionally secured by Assignment of Rents dated August 11, 2008 recorded under Instrument No. 2008-00015724, and in Volume 3448, Page 198, of the County Records; as modified by Modification Agreement dated September 30, 2008 recorded under Instrument No. 2009-00004005, and in Volume 3548, Page 334, of the County Records; as modified by Second Modification Agreement dated September 30, 2008 recorded under Instrument No. 2009-00004010, and in Volume 3548, Page 487, of the County Records, as affected by Partial Release of Lien recorded March 9, 2009 under Instrument No. 20090004011, and in Volume 3548, Page 505, of the County Records; as modified by Third Modification Agreement dated February 11, 2009 recorded under Instrument No. 2009-00005259, and in Volume 3559, Page 62, of the County Records; as modified by Fourth Modification Agreement dated March 26, 2009 recorded under Instrument No. 2009-00007262, and in Volume 3577, Page 411, of the County Records, as corrected under Instrument No. 2009-00011375; as modified by Amendment/Modification of Deed of Trust dated July 2, 2009 recorded under Instrument No. 2009-00011362, and in Volume 3614, Page 222, of the County Records; as modified by Fifth Modification Agreement dated July 2, 2009 recorded under Instrument No. 2009-00011446, Volume 3615, Page 39, of the County Records; as modified by Sixth Modification Agreement dated February 11, 2010 recorded under Instrument No. 2010-0007978, and in Volume 3763, Page 566 in the County Records; as modified by Amendment/Modification Agreement dated June 22, 2010 recorded under Instrument No. 2010-0011967, and in Volume 3797, Page 373, of the County Records; as modified by Assumption and Modification Agreement dated February 23, 2016 recorded under Instrument No. 2016-0003076, and in Volume 4978, Page 503, of the County Records; as modified by Assumption and Modification Agreement dated February 23, 2016 recorded under Instrument No. 2016-0012405, and in Volume 5075, Page 551, of the County Records; as modified by Seventh Modification Agreement dated November 9, 2016 recorded under Instrument No. 2016-0025576, and in Volume 5216, Page 279, of the County Records;

- (ii) Deed of Trust recorded March 9, 2009 under Instrument No. 2009-00004006, and in Volume 3548, Page 352, of the County Records, additionally secured by Assignment of Rents dated September 30, 2008 recorded under Instrument No. 2009-00004007, and in Volume 3548, Page 416, of the County Records; as modified by Modification Agreement dated February 11, 2009 recorded under Instrument No. 2009-00005258, and in Volume 3559, Page 47, of the County Records; as modified by Second Modification Agreement dated March 26, 2009 recorded under Instrument No. 2009-00007261, and in Volume 3577, Page 395, of the County Records; as modified by Third Modification Agreement dated July 2, 2009 recorded under Instrument No. 2009-00011445, and in Volume 3615, Page 24, of the County Records; as modified by Fourth Modification Agreement dated

February 11, 2010 recorded under Instrument No. 2010-0007980, and in Volume 3763, Page 608, of the County Records; as modified by Assumption and Modification Agreement dated February 23, 2016 recorded under Instrument No. 2010-0003056, and in Volume 4978, Page 365, of the County Records; as modified by Assumption and Modification Agreement dated February 23, 2016 recorded under Instrument No. 2010-0012404, and in Volume 5075, Page 535, of the County Records; as modified by Seventh Modification Agreement dated November, 2016 recorded under Instrument No. 2010-0025576, and in Volume 5216, Page 279, of the County Records;

- (iii) UCC-1 Financing Statement recorded under Instrument No. 2009-00004008, and in Volume 3548, Page 436, of the County Records;
- (iv) Subordinate Deed of Trust recorded March 9, 2009 under Instrument No. 2009-00004009, and in Volume 3548, Page 449, of the County Records; and
- (v) Deed of Trust recorded July 9, 2009 under Instrument No. 2009-00011363, and in Volume 3614, Page 228, of the County Records; and

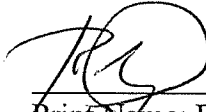
Each of the above listed instruments being collectively, the "Security Instruments", and which Security Instruments encumber a portion of the Property, as set forth in the Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Travis Ranch ("Supplement") to which this Consent and Subordination Agreement is attached. Lender does hereby consent to the execution and delivery of the Supplement and hereby agrees that the liens of the Security Instruments are and shall be subordinate to the rights and easements created under the Supplement recognizing, however, that such subordination does not change the rights and obligations of Travis Ranch Marina, LLC to Lender under the Security Instruments or any other loan documents.

(Signature Page Follows)

IN WITNESS WHEREOF, Lender has executed this Consent and Subordination Agreement on the date of acknowledgement below, but is to be effective as of the 6th day of November, 2020.

LENDER:

LIBERTY BANKERS LIFE INSURANCE COMPANY,
an Oklahoma Insurance Company



Print Name: Bradford A. Phillips
Title: President

STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 6th day of November, 2020, by ~~Jeff Samples~~, as the President of **LIBERTY BANKERS LIFE INSURANCE COMPANY**, an Oklahoma Insurance Company, on behalf of the Company.

NOTARY SEAL:

Bradford A. Phillips



Signature of Notary Public

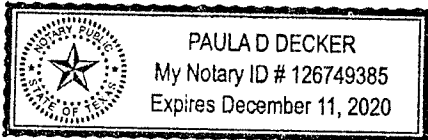


EXHIBIT A-1

LEGAL DESCRIPTION OF THE ADDITIONAL LAND

That 29.864 acre tract and that 5.674 acre tract described respectively as follows:

1. BEING a 29.864 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, and the City of Heath, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of William Briscoe Survey, Abstract Number 39, and the George R. Paschal Survey, Abstract Number 404, and being all of a 4.000 acre tract of land conveyed to Travis Ranch Marina, LLC by deed of record in Volume 6503, Page 38, of the Official Public Records of Kaufman County, Texas, and being a part of the 51.343 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas, and being a part of the 50.012 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 29.864 acre tract of land being more particularly described as follows:

BEGINNING at a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" for corner in the north right-of-way line of Lake Ray Hubbard Drive, (a 95-foot right-of-way), at the southeast corner of Lot 1, Block A, Travis Ranch Marina Lots, an addition to Kaufman County, Texas, according to the plat thereof recorded in Cabinet 3, Slide 424, of said Official Public Records; and being at the beginning of a non-tangent curve to the left;

THENCE departing said north right-of-way line of Lake Ray Hubbard Drive, along the east line of said Block A, Travis Ranch Marina Lots, the following courses and distances:

Along said non-tangent curve to the left having a radius of 402.60 feet, a delta angle of 21 degrees 15 minutes 13 seconds, and an arc length of 149.34 feet (chord bears North 19 degrees 51 minutes 33 seconds East, 148.49 feet) to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS", and being the beginning of a reverse curve to the right;

Along said reverse curve to the right having a radius of 434.00 feet, a delta angle of 32 degrees 24 minutes 09 seconds, and an arc length of 245.44 feet (chord bears North 25 degrees 26 minutes 00 seconds East, 242.18 feet) to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the east corner of Lot 9, and the southwest corner of Lot 10, of said Block B, Travis Ranch Marina Lots;

North 82 degrees 27 minutes 53 seconds East, a distance of 91.91 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the southeast corner of Lot 11 and the south corner of Lot 12, of said Block B, Travis Ranch Marina Lots;

North 49 degrees 49 minutes 21 seconds East, a distance of 126.47 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the east corner of Lot 14, of said Block A, Travis Ranch Marina Lots;

North 44 degrees 06 minutes 40 seconds West, a distance of 169.17 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the north corner of said Lot 14, Block A, and being the northeast right-of-way line of Lake Ray Hubbard Drive, a 56-foot right-of-way; said point being in a tangent curve to the left;

Along said northeast line of Lake Ray Hubbard Drive, a curve to the left having a radius of 55.00 feet, a delta angle of 59 degrees 50 minutes 27 seconds, at an arc distance of 31.70 feet passing the said common line between the 50.012 acre tract and the 51.343 acre tract, continuing in all a total arc length of 57.44 feet (chord bears North 74 degrees 01 minute 53 seconds West, 54.87 feet) to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the southeast corner of Lot 15, of said Block A, Travis Ranch Marina Lots;

THENCE North 40 degrees 18 minutes 04 seconds West, along the northeast line of said Lot 15, a distance of 48.91 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at an angle point in the northeast line of said Lot 15, Block A; said point being in the north line of said 51.343 acre tract, and being a south line of a tract of land conveyed to the City of Dallas, by deed of record in Volume 473, Page 180, of the Deed Records of Kaufman County, Texas;

THENCE along a south line of said City of Dallas tract, the following courses and distances:

North 82 degrees 20 minutes 25 seconds East, a distance of 56.26 feet to a found 3/8" iron rod at the common north corner of said 50.012 acre tract and the 51.343 acre tract;

South 80 degrees 12 minutes 26 seconds East, at 413.38 feet passing a northeast corner of said 50.012 acre tract and the northwest corner of said 4.000 acre tract, continuing in all a total distance of 473.24 feet to a found concrete monument at an angle point of said 4.000 acre tract and said City of Dallas tract;

South 62 degrees 29 minutes 35 seconds East, a distance of 240.42 feet to a found 3 1/4" City of Dallas aluminum disk in concrete stamped "09-1" at the northeast corner of said 4.000 acre tract and a northwest corner of said 50.012 acre tract, and being an angle point of said City of Dallas tract, and being a southwest corner of a called 17.63 acre tract of land conveyed to the City of Dallas by Agreed Judgement Cause No. 5872, recorded in Volume 10, Page 323, of the Deed Records of Kaufman County, Texas;

THENCE along a south line of said called 17.63 acre tract, and a north line of said 50.012 acre tract, the following courses and distances:

South 89 degrees 07 minutes 20 seconds East, a distance of 444.20 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 45 degrees 06 minutes 14 seconds East, a distance of 149.76 feet to a found 3 1/4" City of Dallas aluminum disk in concrete stamped "09-3";

North 68 degrees 22 minutes 16 seconds East, a distance of 247.46 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

THENCE departing said south line of the 17.63 acre tract and the said north line of the 50.012 acre tract, over and across said 50.012 acre tract, the following courses and distances:

South 51 degrees 40 minutes 24 seconds East, a distance of 222.21 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 53 degrees 25 minutes 03 seconds East, a distance of 146.55 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 41 degrees 13 minutes 59 seconds East, a distance of 185.02 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 24 degrees 31 minutes 13 seconds East, a distance of 206.14 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" in the north right-of-way line of Travis Ranch Boulevard, (a variable width right-of-way), and being at the beginning of a non-tangent curve to the left;

THENCE along the north line of said Travis Ranch Boulevard, the following courses and distances:

Along said non-tangent curve to the left having a radius of 907.00 feet, a delta angle of 03 degrees, 01 minutes, 00 seconds, and an arc length of 47.75 feet (chord bears North 66 degrees 09 minutes 17 seconds West, 47.75 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS"; and being the beginning of a compound curve to the left;

Along said compound curve to the left having a radius of 677.75 feet, a delta angle of 29 degrees 36 minutes 14 seconds, and an arc length of 350.18 feet (chord bears North 82 degrees 28 minutes 28 seconds West, 346.30 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

South 82 degrees 43 minutes 25 seconds West, a distance of 113.38 feet to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS", at the beginning of a tangent curve to the left;

Along said curve to the left having a radius of 877.00 feet, a delta angle of 29 degrees 23 minutes 03 seconds, and an arc length of 449.77 feet (chord bears South 68 degrees 01 minute 53 seconds West, 444.86 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS", at the beginning of a reverse curve to the right;

Along said reverse curve to the right having a radius of 782.00 feet, a delta angle of 75 degrees 23 minutes 13 seconds, and an arc length of 1,028.92 feet (chord bears North 88 degrees 58 minutes 02 seconds West, 956.29 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

THENCE North 51 degrees 16 minutes 26 seconds West, at 3.45 feet passing the common line between Travis Ranch Boulevard and Lake Ray Hubbard Drive, a 95-foot right-of-way, continuing along the north line of said Lake Ray Hubbard Drive, a distance of 367.93 feet to the **POINT-OF-BEGINNING, containing 1,300,884 square feet or 29.864 acres of land.**

AND

2. BEING a 5.674 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of William Briscoe Survey, Abstract Number 39, and the George R. Paschal Survey, Abstract Number 404, being a part of the 51.343 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas, and being a part of the 50.012 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 5.674 acre tract of land being more particularly described as follows:

BEGINNING at a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS" for the northwest corner of Travis Ranch Boulevard Stage 2, an addition to Kaufman County as shown by plat recorded in Cabinet 3, Slide 86 of the Plat Records, Kaufman County, Texas;

THENCE South 22 degrees 20 minutes 13 seconds West a distance of 155.00 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS" for southwest corner of said Travis Ranch Boulevard Stage 2;

THENCE over and across said Travis Ranch Marina, LLC tracts, the following courses and distances:

North 64 degrees 48 minutes 48 seconds West, a distance of 46.60 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent curve to the left having a radius of 652.50 feet and an arc length of 460.47 feet (chord bears North 85 degrees 01 minutes 49 seconds West, 450.97 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a compound curve to the left having a radius of 782.00 feet and an arc length of 292.26 feet (chord bears South 64 degrees 02 minutes 46 seconds West, 290.57 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent reverse curve to the right having a radius of 877.00 feet and an arc length of 1,153.91 feet (chord bears North 88 degrees 58 minutes 02 seconds West, 1,072.46 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

North 51 degrees 16 minutes 26 seconds West a distance of 514.76 feet to a set mag nail with a metal washer stamped "TRAVIS RANCH WESTWOOD PS" in concrete for corner;

North 38 degrees 43 minutes 34 seconds East a distance of 95.00 feet to a set mag nail with a metal washer stamped "TRAVIS RANCH WESTWOOD PS" in concrete for corner;

South 51 degrees 16 minutes 26 seconds East a distance of 514.76 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent curve to the left having a radius of 782.00 feet and an arc length of 1,028.92 feet (chord bears South 88 degrees 58 minutes 02 seconds East, 956.29 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent reverse curve to the right having a radius of 877.00 feet and an arc length of 449.77 feet (chord bears North 68 degrees 01 minutes 53 seconds East, 444.86 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

North 82 degrees 43 minutes 25 seconds East, a distance of 113.38 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent curve to the right, having a radius of 677.75 feet and an arc length of 350.18 feet (chord bears South 82 degrees 28 minutes 28 seconds East, 346.30 feet) to the **POINT-OF-BEGINNING** and containing 247,161 square feet or 5.674 acres of land more or less.