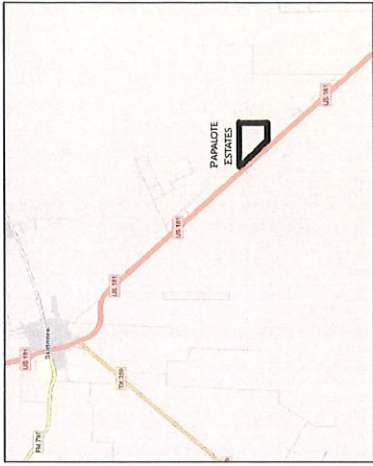


PLAT SHOWING SURVEY OF
PAPALOTE ESTATES
BEING A SUBDIVISION OF
149.117 ACRES
OUT OF THE
FELIX HART SURVEY, ABSTRACT 26 &
ISAAC ROBINSON SURVEY, ABSTRACT 61
BEE COUNTY, TEXAS
SCALE 1" = 300 FEET



NOTARY MAP - NOT TO SCALE

STATE OF TEXAS
COUNTY OF SAN BEE

I, NICKELLE GONZALES, CLERK OF THE COUNTY COURT IN AND FOR SAN BEE COUNTY, DO HEREBY CERTIFY THAT THE
OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THIS _____ DAY OF _____, 2022, WITH ITS CORRECT
O'CLOCK _____ M AND DULY RECORDED IN ENVELOPE _____ TUBE _____ (M.R.B.C.17).
WITNESS MY HAND AND SEAL OF THE COUNTY COURT, IN AND FOR SAN BEE COUNTY AT OFFICE IN BEEVILLE, TEXAS,
THE DAY AND YEAR LAST WRITTEN.

NICKELLE GONZALES, COUNTY CLERK

CLERK'S FILE NO. _____

STATE OF TEXAS
COUNTY OF BEE

I, JARED CAPT, AUTHORIZED REPRESENTATIVE OF LIVE OAK CAPITAL COMPANY, LLC, CERTIFY THAT I AM THE
AUTHORIZED REPRESENTATIVE OF THE TRACT OF LAND DEPICTED HEREIN AND HAVE CAUSED THE SAME TO BE
SURVEYED AND PLATTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC'S USE, AND THAT THIS PLAT
IS DEDICATED TO THE PUBLIC'S USE FOREVER, AND THAT THIS PLAT IS MADE FOR THE PURPOSE OF
DESCRIPTION AND DEDICATION.

THIS _____ DAY OF _____, 2022.

JARED CAPT

STATE OF TEXAS
COUNTY OF BEE

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JARED CAPT KNOWN TO ME TO
REPRESENTS AN ACTUAL SURVEY COMPLETED ON THE GROUND UNDER MY DIRECTION, TO THE BEST OF MY KNOWLEDGE AND
ABILITY, THIS 8th day of February, 2022.

WITNESS MY HAND AND SEAL OF THIS OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC - BEE COUNTY, TEXAS

I, Julius L. Petrus Jr., Registered Professional Land Surveyor of Texas, do hereby state that this plat
represents an actual survey completed on the ground under my direction, to the best of my knowledge and
ability, this 8th day of February, 2022.

Registered Prof. Land Surveyor
Texas Registration No. 1907

149.4853 Acres
Gerold J. Corlisse
Vol. 363, Pg. 378
D.R. B.C., TX

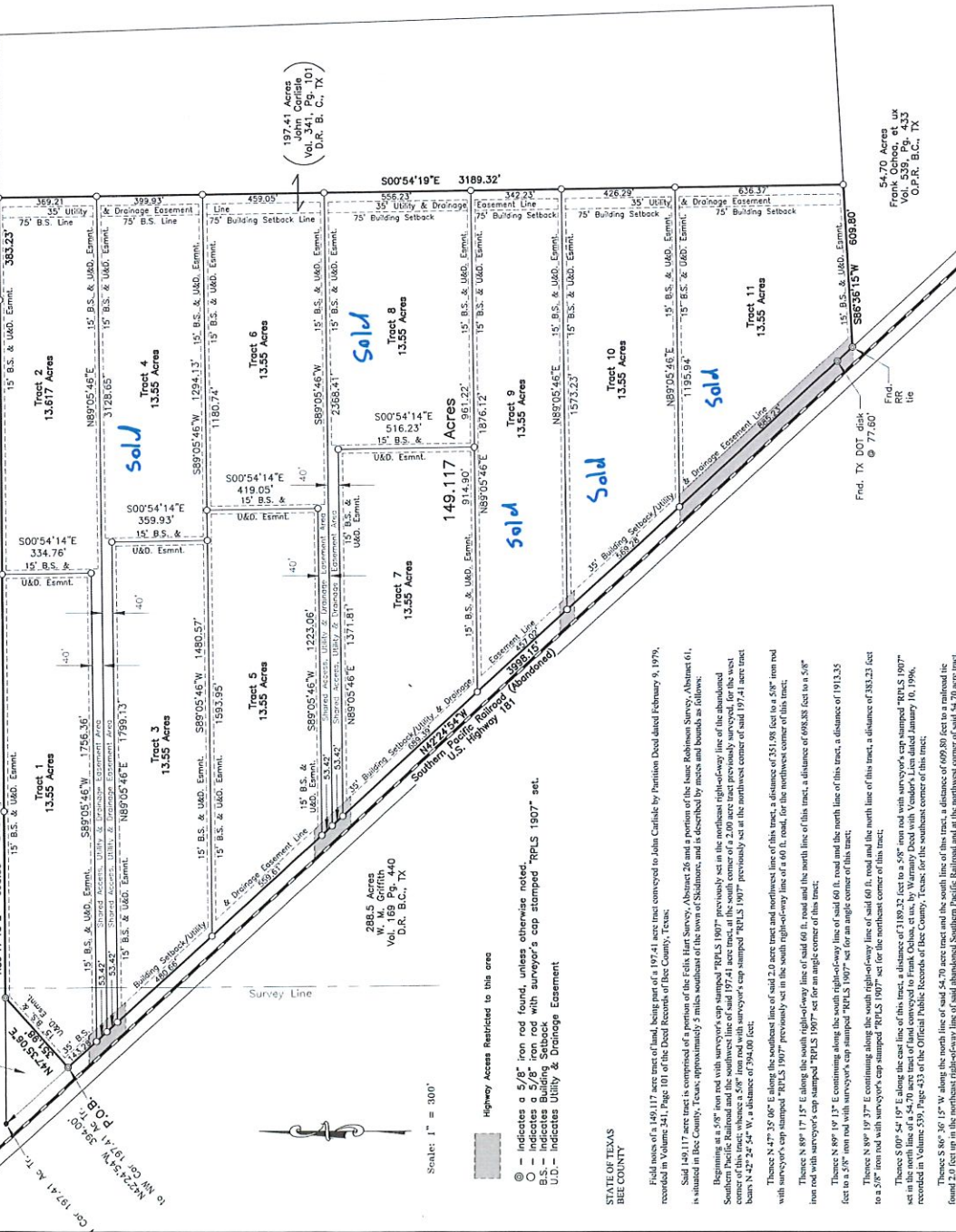
151.5492 Acres
John L. Corlisse
Vol. 363, Pg. 378
D.R. B.C., TX

F. Hart
A-20

Isaac Robinson
A-61

178.8448 Acres
Colman Robinson
Vol. 363, Pg. 378
D.R. B.C., TX

2.0 Acres
(Previously
Surveyed)



PRELIMINARY

Bearings are GRID, Texas Coordinate System of 1927, South Central Zone.
FEMA Flood Insurance Rate Map Community Panel No. 480250250C, effective date May 20, 2010,
shows that the property described herein is located in Flood Zone X, an area of minimal flooding.
There may be existing pipelines not shown on this plat. Use the Texas One Call System to locate
pipelines before performing any excavation on this property.

King & Petrus, Inc.
Firm No. 10127600
Surveyors
Sinton, Texas 78387
Phone 512-364-2622
Fax 512-364-2641
Email k&p@kingandpetrus.com

Field notes of a 149.117 acre tract of land, being part of a 197.41 acre tract conveyed to John Corlisse by Partition Deed dated February 9, 1979,
recorded in Volume 341, Page 101 of the Deed Records of Bee County, Texas.

Said 149.117 acre tract is comprised of a portion of the Felix Hart Survey, Abstract 26 and a portion of the Isaac Robinson Survey, Abstract 61,
situated in Bee County, Texas, approximately 7 miles southeast of the town of Slaton, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod with surveyor's cap stamped 'RPLS 1907' set for an angle corner of the abandoned
Southern Pacific Railroad and the southwest line of said 197.41 acre tract, at the south corner of a 2.00 acre tract previously surveyed, for the west
corner N 42° 24' 54" W, a distance of 394.00 feet;

thence N 89° 19' 37" E along the southeast line of said 54.70 acre tract and the south line of this tract, a distance of 609.80 feet to a railroad tie
found 2.0 feet in the northeast right-of-way line of said abandoned Southern Pacific Railroad and at the northwest corner of said 54.70 acre tract,

thence N 89° 19' 37" E along the southeast line of said 54.70 acre tract and the south line of this tract, a distance of 609.80 feet to a railroad tie
found 2.0 feet in the northeast right-of-way line of said abandoned Southern Pacific Railroad and at the northwest corner of said 54.70 acre tract,

thence N 89° 19' 37" E continuing along the south right-of-way line of said 60 ft. road and the north line of this tract, a distance of 1913.35
feet to a 5/8" iron rod with surveyor's cap stamped 'RPLS 1907' set for an angle corner of this tract;

thence N 89° 19' 37" E continuing along the south right-of-way line of said 60 ft. road and the north line of this tract, a distance of 383.23 feet
to a 5/8" iron rod with surveyor's cap stamped 'RPLS 1907' set for the northeast corner of this tract;

thence S 0° 54' 19" E along the east line of this tract, a distance of 1180.74 feet to a 5/8" iron rod with surveyor's cap stamped 'RPLS 1907' set
in the north line of a 54.70 acre tract of land conveyed to Frank Ochoa, et ux, by Warranty Deed with Vendor's Lien dated January 10, 1998,
recorded in Volume 539, Page 433 of the Official Public Records of Bee County, Texas; for the southeast corner of this tract;

thence S 86° 30' 15" W along the north line of said 54.70 acre tract and the south line of this tract, a distance of 609.80 feet to a railroad tie
found 2.0 feet in the northeast right-of-way line of said abandoned Southern Pacific Railroad and at the northwest corner of said 54.70 acre tract,

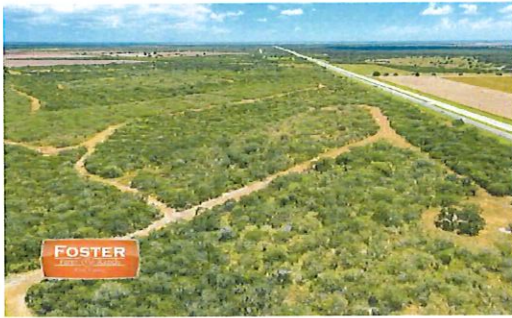
thence N 42° 24' 54" W along the northeast right-of-way line of said abandoned Southern Pacific Railroad and the northwest line of this
tract, at 77.60 feet passing a highway line found for a line marker, in all a distance of 398.15 feet to the place of beginning, containing 149.117
acres of land, more or less, subject to all encumbrances of record.

Highway Access Restricted to this area

○ indicates a 5/8" iron rod found, unless otherwise noted.
○ indicates a 5/8" iron rod with surveyor's cap stamped 'RPLS 1907' set.
B.S. - indicates Building Setback
U.O. - indicates Utility & Drainage Easement

STATE OF TEXAS
BEE COUNTY

Scale: 1" = 300'



\$142,275 -- 13.55 acres

TX 78389

- Bee County

Ranches

Recreational Property

Undeveloped Land

Papalote Estates

State	County	City	Zip
Texas	Bee County	Papalote	78389
Address	Price	Acreage	Bedrooms
	\$142,275 -	13.55 acres	0
Baths			
0			

Description

Ranch living at its best with highway 181 frontage! Come enjoy these 13.55-acre tracts of land with an abundance of mesquite trees and established grasses. Native south Texas wildlife is abundant. There are no easements, and each tract has highway frontage. Electricity will be available at each tract. Owner financing is available. Come enjoy these quiet tracts of land.

Seller Contact Information

Foster Farm and Ranch

Foster Farm and Ranch

106 N. East

Uvalde, TX 78801

chadfosterjr@gmail.com

(830) 335-0506 (Office)

(830) 335-0506 (Mobile)

Property Boundaries



Powered by Land.com

This information believed accurate but not warranted

PAPALOTE ESTATES Bee County, TX

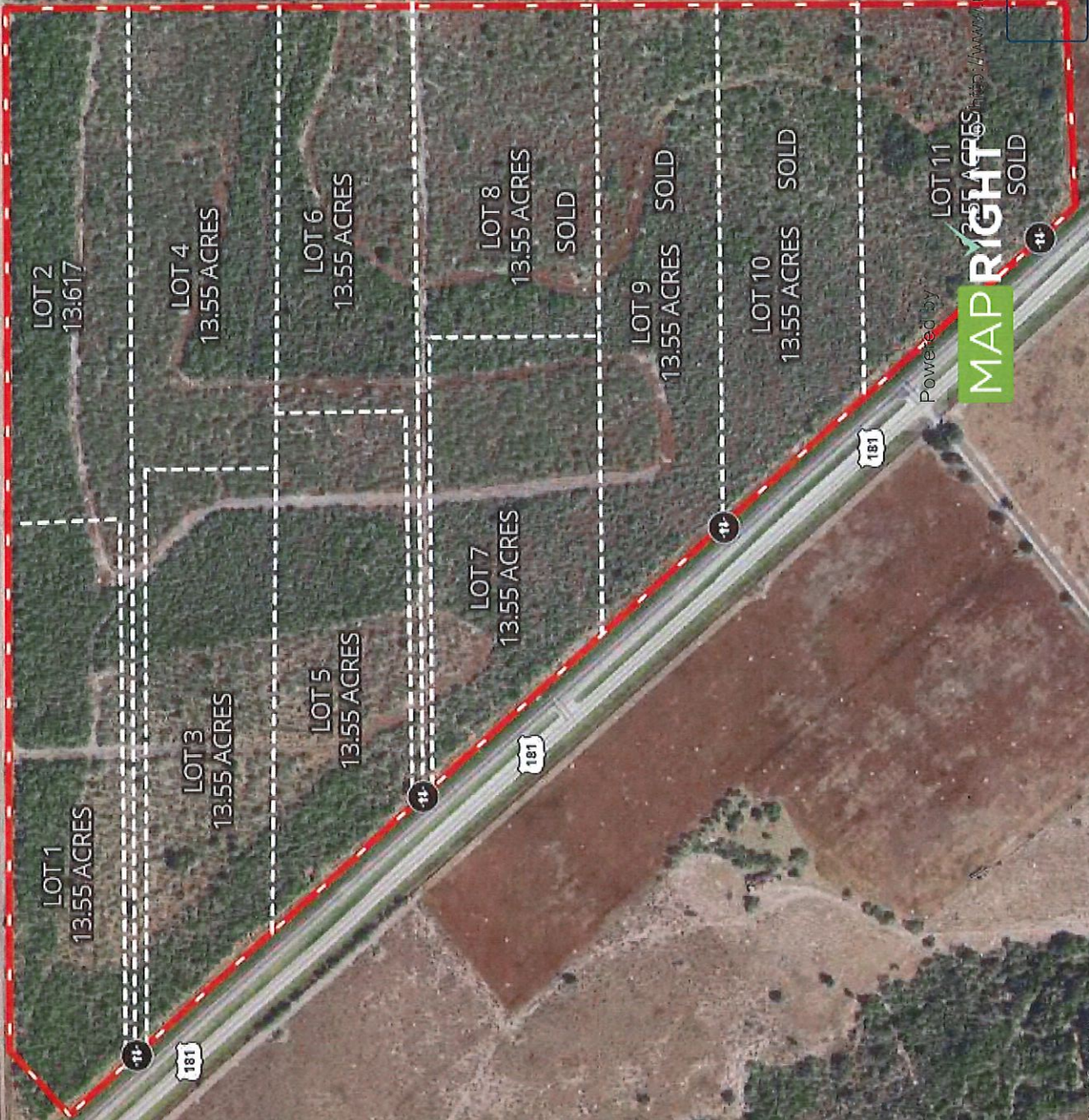


MAP LEGEND



VIEW TUTORIAL

Base
Layers



Powered by

MAP RIGHT 3.51 ACRES

<https://www.mapright.com>

7387517
976303

© Mapbox

(<https://www.mapbox.com/about/mapbox/>)

Owner financing terms

From: August Schueling (augustschueling@gmail.com)
To: ashley@raberealestate.com
Date: Wednesday, September 28, 2022 at 04:21 PM CDT

12:35



Done

1 of 2



PAPALOTE ESTATES
BEE COUNTY
LIVE OAK CAPITAL, LLC

\$10,500.00 /Acre

\$8500 down payment

30-day close time

30-year Note

10% interest

5-year ARM

No credit check

No prepayment penalty

Buyer pays survey \$

IF Buyer wants a title policy buyer to pay ALL title co. fees

Preferred title co Phone

\$1800.00 (up to) in Buyer paid closing cost per tractEscrow property tax. We keep a 2 month cushion.

WATER

MONTHLY PROPERTY TAX ESCROW AMOUNT \$75.00

EXAMPLE: LIST PRICE – DOWN PAYMENT= LOAN AMOUNT = PAYMENT AMOUNT
\$142,275. - \$8,500. = \$133,775. =. \$1,173.97
Payment amount + Property Tax Escrow Pymt.
\$1173.97 + \$75.00
\$1,248.97

SPECIAL PROVISIONS ADDENDUM

Seller and Buyer amend the contract as follows:

1. The conveyance of the Property from Seller to Buyer shall contain the following restrictions and easement dedications:

"Restrictions and Easements:

- a. The Property shall not be used as a dumping ground for rubbish, trash, garbage or waste material.
- b. No junk or wrecking yard shall be located on the Property.
- c. No commercial feedlot activity or hog farming is permissible on the Property.
- d. Single-wide and Double-wide manufactured homes are permitted. No manufactured home for which a manufacturer's certificate of origin was first issued on or before five (5) years prior to the date of installation may be installed on the Property.
- e. The following is required on all mobile homes, manufactured homes, manufactured housing, and trailer houses:
 - Wheels and axles removed.
 - Tongue removed.
 - Unit anchored as per code.
 - Skirting on entire unit required.
- f. No commercial shooting range may be set up on the Property.
- g. No billboards or commercial signage may be erected on the Property.
- h. The Texas Veterans Land Board may sever a homesite parcel from this tract. Otherwise, this tract shall not be further subdivided without the consent of the Grantors, its successors or assigns.
- i. The Property shall only be used for single family residential purposes. The term 'single family residential purposes' shall be construed to prohibit the use of the property for duplex houses, fourplexes, condominiums, apartment houses, motels, RV parks and mobile home parks. Only one dwelling is allowed per tract; however, a site-built home with an attached guest house is permitted.
- j. RV's or travel trailers may not be used as a permanent dwelling on the Property. They can, however, be used as a temporary dwelling for up to twelve (12) months when building a site-built home.
- k. All exterior light fixtures shall be designed and placed to illuminate structures within the general confinement of the respective boundary lines of the Property.
- l. Commercial solar or wind development of the property is prohibited without the prior written consent of the Grantor.
- m. For any tract or parcel with a boundary or boundaries adjacent to a state highway, county road, farm to market road, or other like public thoroughfare, there is hereby dedicated a thirty-five (35) foot building setback line, public utility and drainage easement. For all other boundary lines of a parcel, there is hereby dedicated a fifteen (15) foot building setback line, public utility and drainage easement. There is likewise dedicated a floating easement for the purposes of electric guy wires on this tract or parcel contiguous to the thirty-five (35) foot and fifteen (15) foot easements mentioned above. The easements shall be for the purpose of installation or maintenance of public utilities, including, but not limited to, water, electricity, fiber optic, and telephone and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees. This Property is subject to easements and restrictions now of record and is subject to any applicable zoning rules and regulations." For Lots 2, 4, 6, 8, 9, 10 & 11, the building setback

SPECIAL PROVISIONS ADDENDUM

line on the East property line shall be seventy-five (75) feet.

- n. Driveway Agreement. For providing access to the driveways as shown in the plat (the "Easement Property") among the future owners of and tracts out of the real property being 149.117 acres described in Instrument No. 3926 of the Official Public Records of Bee County, Texas (the "Property"), Live Oak Capital Company, LLC establishes a non-exclusive and perpetual easement for the benefit of the various tracts over and across the Easement Property for ingress and egress to and from the various tracts out of the Property and U.S. Highway 181. Each holder of the easement will have the right and obligation to maintain the Easement Property.

2. Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer. The Special Warranty Deed conveying the surface estate of the Property will contain the following:

"Except for Grantor's warranty of title to the Property as set forth in this deed, Grantee, by acceptance of this deed, accepts the Property in its present condition, 'AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED'. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40

C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER, AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (1) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (3) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (4) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS."

3. Shared Driveways: Tracts 1, 2, 3 & 4, Tracts 5, 6, 7 & 8, and Tracts 9 and 10 will have shared driveways. The deeds for Tracts 2 and 4, Tracts 8 and 8, and Tracts 9 and 10 will contain easements for the benefit of the other Tracts that share driveways with those lots.
4. Concerning Paragraph 4 entitled "License Holder Disclosure", Seller or a members of Seller

SPECIAL PROVISIONS ADDENDUM

are licensed Texas Real Estate Brokers. Said license holder does not represent Buyer in this transaction and has not provided Buyer with any advice regarding this transaction.

5. Seller shall not furnish Buyer an owner's policy of title insurance ("Title Policy"). If Buyer desires a Title Policy, Buyer, may obtain a Title Policy, at Buyers expenses, with all associated costs and fees. ("Title Company") under Paragraph 6, subsection A.
6. The Survey as required by Paragraph 6.C of the contract shall be in the form of a subdivision plat that has been filed with Bee County (see attached Exhibit A). The parties hereby agree that all Seller obligations under Paragraph 6.C. have been met and that any further survey requirements shall be at the sole discretion and obligation of the Buyer.
7. If there are any conflicts between the above language and the printed contract form, the terms of this Addendum will control.

BUYER

Date Signed: _____

Date Signed: _____

SELLER

Live Oak Capital Company, LLC, a Texas Limited

Liability Company

By: _____

Printed Name: _____

Title: _____

Date Signed: _____