

Enclosed: \* Title Insurance (copy)

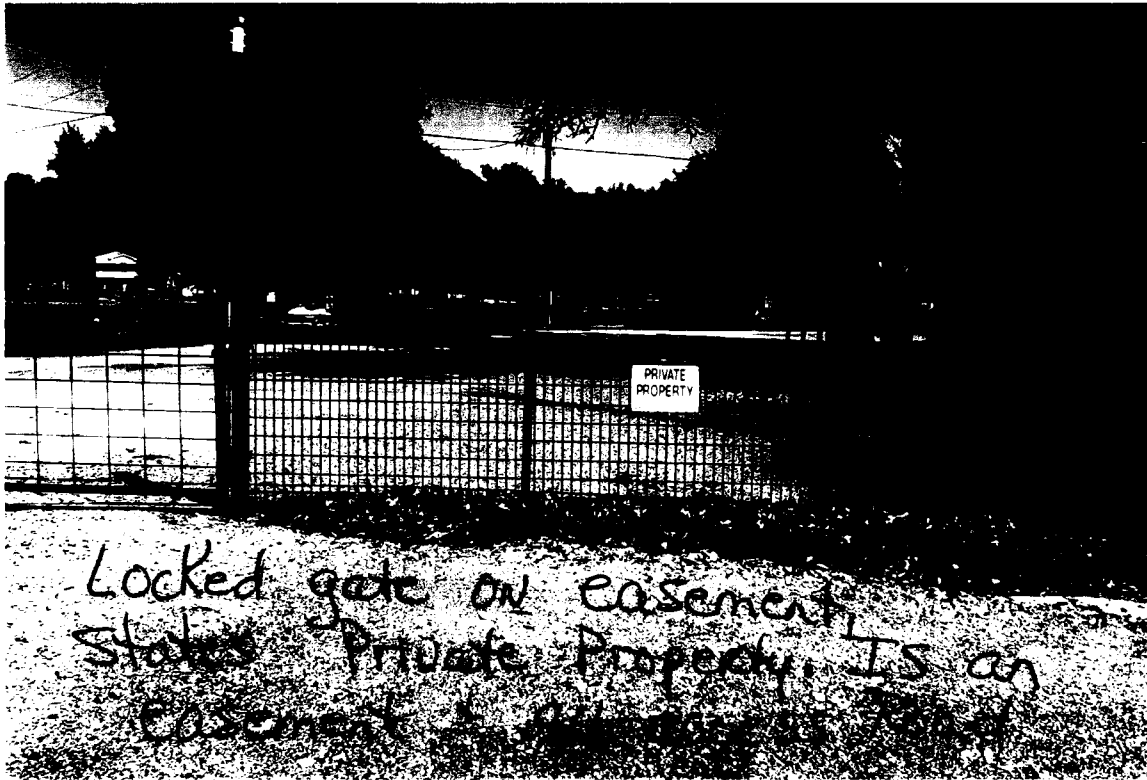
\* Warranty Deed (copy)

\* Signed Petition from home owners  
at Sandy Beach

\* Several Pictures of gate/locks  
on gate blocking easement & 911 access Rd.

February 6, 2023  
(Exhibit #3)

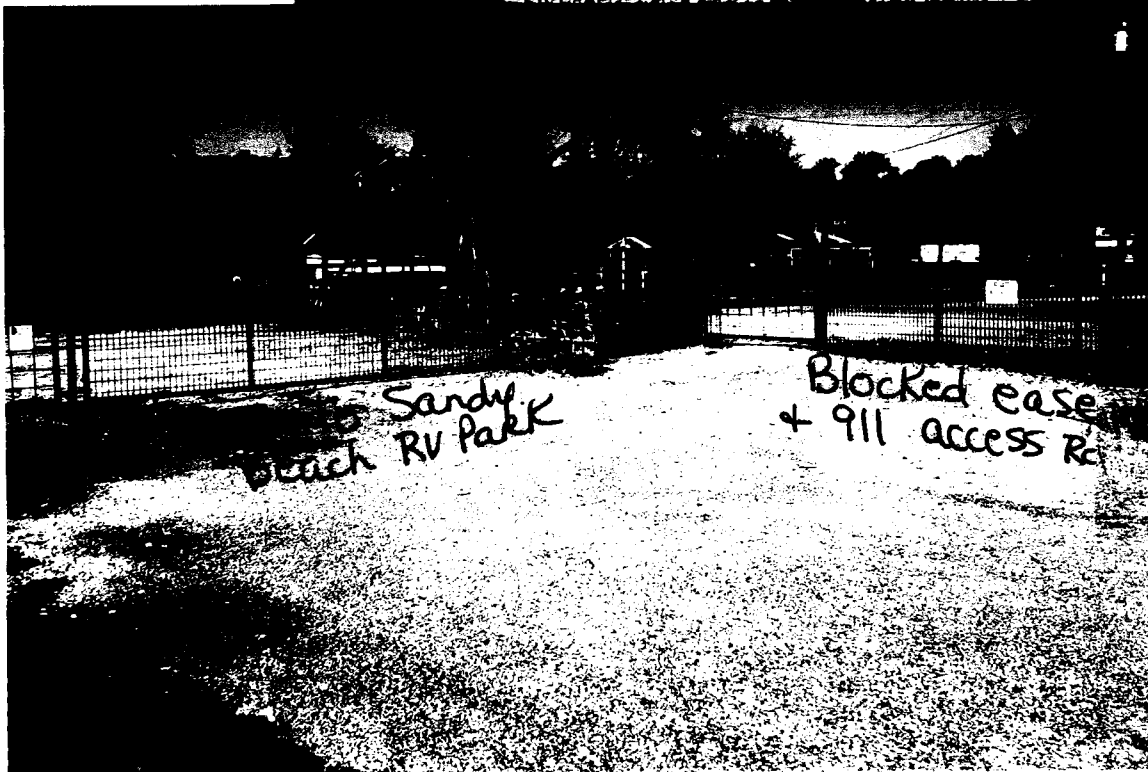
Danna Krieg - Cont.



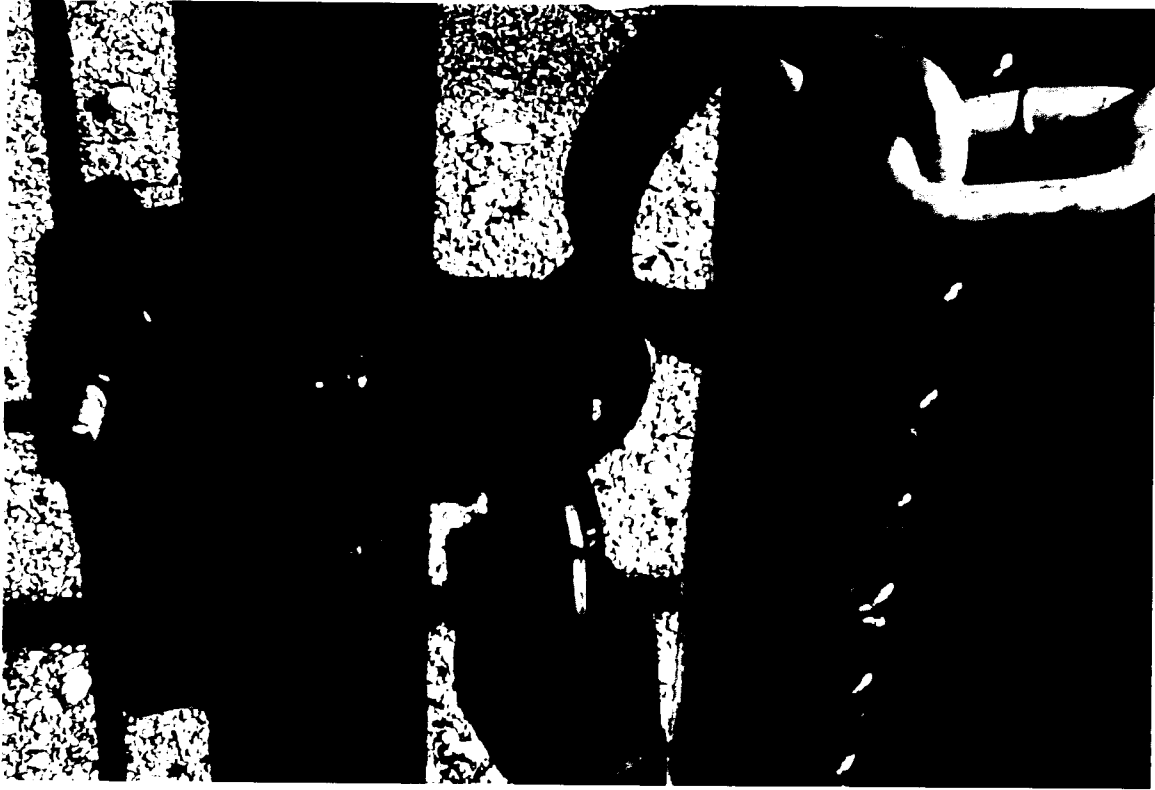
Danna Krieg - cont.



Lock on  
gate blocking  
easement +  
911 access Rd.



Danna Krieg Cont.



Gate / Locked & chained blocking  
easement & 911 access Road.

Danna Krieg 1070 Bull Pen Rd. Brownwood Tx - 719-691-0870



Co. 594  
Road Leading  
Into Sandy  
Beach Rd.  
(Easement Rd)



Sandy Beach  
Communitys  
Mail Boxes,  
Cannot access  
have to Drive  
on different  
Route.

Copy

**BROWN COUNTY ABSTRACT COMPANY**  
**201 S. Broadway**  
**Brownwood, TX76801**  
**Phone: 325-646-6591**  
**Fax: 888-270-7562**

December 5, 2022

Danna J. Krieg  
32134 Cr 30  
Holly, CO 81047

Re: GF # 2206055  
Property: 2070 Frans Way

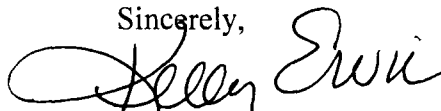
Dear Insured:

In connection with the purchase of the referenced property, we have enclosed your Owner's Policy of Title Insurance. Additionally, the Warranty Deed has been recorded and is also included herein.

You should contact the Brown County Appraisal District and render this property in your name. The address and phone number is: 403 Fisk, Brownwood, Texas 76801, 325-643-5676.

Thank you for giving us the opportunity to work with you, and please don't hesitate to contact my office if we can be of further assistance.

Sincerely,



Kelly Ervin  
Policy Department Manager

ke  
Enclosures

# OWNER'S POLICY OF TITLE INSURANCE (T-1)

Issued by

## National Investors Title Insurance Company

**NITIC Policy #: OP1A1462022000372**

**Agent File #: 2206055**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, NATIONAL INVESTORS TITLE INSURANCE COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.

## COVERED RISKS (continued)

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, National Investors Title Insurance Company has caused this Policy to be signed and sealed, to be valid when countersigned by an authorized officer or agent of the Company.

*Robert J. Stewart*  
Authorized Issuing Agent



*W. Morrison Fife*  
Attest President

*Michael W. White*  
Secretary

Brown County Abstract Company

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
  - (i) The term "Insured" also includes: (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin; (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization; (C) successors to an Insured by its conversion to another kind of Entity; (D) a grantee of an Insured under a deed delivered without payment of actual valuable



consideration conveying the Title; (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) If the grantee wholly owns the named Insured, (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

## **2. CONTINUATION OF INSURANCE.**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

## **4. PROOF OF LOSS.**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## **5. DEFENSE AND PROSECUTION OF ACTIONS.**

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and

prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE.**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

##### **(a) To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

##### **(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
- the Amount of Insurance; or
  - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
  - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its

- obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
  - (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE.**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS.**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION.**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

**16. SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM.**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of

claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given the Company under this policy must be given to the Company at National Investors Title Insurance Company, P.O. Drawer 2687, Chapel Hill, NC 27515-2687.

# National Investors Title Insurance Company

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call National Investors Title Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-256-8098**

You may also write to National Investors Title Insurance Company at:

**3445 Executive Center Dr.  
Suite 110  
Austin, TX 78731**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact National Investors Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de National Investors Title Insurance Company's para informacion o para someter una queja al:

**1-877-256-8098**

Usted tambien puede escribir a National Investors Title Insurance Company:

**3445 Executive Center Dr.  
Suite 110  
Austin, TX 78731**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con National Investors Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**  
Issued by

**NATIONAL INVESTORS TITLE INSURANCE COMPANY**

**SCHEDULE A**

Name and Address of Title Insurance Company:  
**NATIONAL INVESTORS TITLE INSURANCE COMPANY**  
**3445 Executive Center Dr., Suite 110, Austin, Texas 78731**

File No.: **2206055**

Policy No.: **OP1A1462022000372**

Issued with Policy No.: **LP2A1462022000372**

Address for Reference only: **2070 Frans Way, Brownwood, TX 76801**

Amount of Insurance: **\$672,528.85**

Premium: **\$3,849.00**

Date of Policy: **September 14, 2022, at 03:34 pm**

1. Name of Insured: **Danna J. Krieg**
2. The estate or interest in the Land that is insured by this policy is: **Fee Simple as to Tract One; Easement as to Tract Two and Three**
3. Title is insured as vested in: **Danna J. Krieg**
4. The land referred to in this policy is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**EXHIBIT "A"**

**TRACT ONE:**

**FIELD NOTE DESCRIPTION OF A 4.027 ACRE TRACT OF LAND BEING OUT OF AND A PART OF THE JOSEPH LEWIS SURVEY, ABTRACT 1075 SITUATED IN BROWN COUNTY, TEXAS AND BEING A PART OF THE REMAINDER OF THAT THAT 58.91 ACRE TRACT CONVEYED TO LAKE BROWNWOOD SANDY BEACH, INC. BY DEED RECORDED AT VOLUME 1632 PAGES 959 & 965 OF THE BROWN COUNTY OFFICIAL PUBLIC RECORDS; SAID 4.027 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING at a pipe post found on the approximate original 1425 elevation of Lake Brownwood as the Southeast corner of that tract conveyed to Mercy Capital Investments, LLC by deed recorded as Instrument No. 2107880 of the Official Public Records of Brown County, Texas and a Southwest corner of that 58.91 acre tract conveyed to Lake Brownwood Sandy Beach, Inc. by deeds recorded at Volume 1632 Pages 959 & 965 of the Brown County Official Public Records and the Southwest corner of the herein described tract;**

**THENCE, along a cable fence with pipe post in concrete as the approximate East line of said Mercy Tract and the West line hereof the following 11 courses: N5°33'12"E, 373.86 feet; N5°46'01"E, 178.46 feet; N°20'27"E, 130.43 feet; N2°10'47"E, 58.51 feet; N2°35'35"W, 25.92 feet; N10°29'21"W, 47.76 feet; N1°57'19"E, 44.66 feet; N4°20'07"E, 38.33 feet; N27°12'57"E, 34.73 feet; and N73°19'00"E, 51.75 feet to a pipe post in the Southern line of Beach Club Road and Bull Run Road for the North corner hereof;**

**THENCE, along the approximate Western line of Bull Run Road marked by pipe post in concrete as now used on the ground the following 7 courses, S62°03'24"E, 26.23 feet; S39°35'58"E, 51.34 feet; S25°08'31"E, 56.56 feet; S22°42'29"E, 63.60 feet; S8°52'37"E, 59.56 feet; S5°54'01"E, 67.66 feet and S1°03'15"E, 459.44 feet to an iron rod set for angle hereof;**

**THENCE, S16°10'45"W, 179.37 feet to a pipe post on the approximate original 1425 elevation of Lake Brownwood as the Southeast corner hereof;**

**THENCE, along said 1425 elevation S84°21'04"W, 202.77 feet to the POINT OF BEGINNING and calculated to contain 4.027 acres therein.**

**TRACT TWO: Easement**

**A 30' wide road easement being 0.515 acres of Land Brown County, Texas, and being out of the Joseph Lewis Survey 43, Abstract 1075, 0.417 acres of said 0.515 acre being a part of that 58.91 acre tract of land described in the deed from Kenneth Dale Kelly to Frances Evlyn Kelly dated August 11, 1993 and recorded in Volume 1143, Page 851, Brown County, Real Property Records, and 0.098 acres of said 0.515 acres being a part of the tract of land described in deed from Joe Dan Weedon and Bettie J. Weedon to**

The Weedon Family Trust dated June 30, 1994 and recorded in Volume 1170, page 208, Brown County Real Property Records.

**BEGINNING** at a rail road spike set in the centerline of the pavement of County Road #594, said spike being located 145.93' N76°32'19"E of a 1/2" iron stake found at the northwest corner of the 28.22 acre tract referenced in said deed recorded in Volume 1143, Page 851. Said beginning point is also located 1367.03' S64°37'04"E of a 3/8" iron stake found at the northwest corner of the said 58.91 acre tract, and is also located 41.33' S47°42'03"E of a spike found at an easterly corner of the said 58.91 acre tract: Said beginning point is also located 15,936.59' S57°11'59"W of the USGS monument named Brown (PID: CA1038), said monument being located in the Lake Brownwood State Park.

**THENCE** along the centerline of this 30' wide road easement as follows:

S86°51'13"W 458.47', at 142.06' passing the east line of the said 58.91 acre tract, continuing to a rail road spike set in the center of the pavement;

S81°52'48"W 142.41' to a rail road spike set in the center of the pavement; and S76°36'56"W 144.84', at 82.46' passing the southeast corner of a simultaneously surveyed 0.330 acre tract, continuing along the south line of said 0.330 acre tract to a rail road spike set for a corner of said 0.330 acre tract and the terminus of this road easement

**TRACT THREE:**

All roadways shown as 30-Foot Wide Easements on Plats recorded in Volume 4, Page 298, Plat Record of Brown County, Texas and Volume 1361, Page 429, Real Property Records of Brown County, Texas, and recorded at Volume 1421, Page 973, Volume 1354, Pages 726 and 745 of the Real Property Records of Brown County, Texas.

*NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.*



**OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**  
Issued by

**NATIONAL INVESTORS TITLE INSURANCE COMPANY**

**SCHEDULE B**

File No.: **2206055**

Policy No.: **OP1A1462022000372**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. ~~The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - (c) to filled-in lands, or artificial islands, or
  - (d) to statutory water rights, including riparian rights, or
  - (e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year **2022**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):.

- (a) Vendor's Lien retained in Deed dated September 12, 2022, recorded on September 14, 2022 under Document No. 2206067, Official Public Records of Brown County, Texas, securing payment of one note of even date therewith executed by Danna J. Krieg, in the principal amount of \$45,763,974.00, payable to the order of Lake Brownwood Sandy Beach, Inc.; said note being additionally secured by Deed of Trust of even date therewith to Eric A. McNeese, Trustee(s), recorded on September 14, 2022 under Document No. 2206068, Official Public Records of Brown County, Texas.
- (b) Rights of parties in possession.
- (c) *"All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed."*
- (d) All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
- (e) Any portion of the subject property lying within the boundaries of a public or private roadway.
- (f) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. In the event of a conflict between this exception and Covered Risk 1.(c), this exception shall control.*
- (g) The Land described on Schedule A does not include any mobile home, manufactured housing unit, house trailer or vehicle intended for habitation standing on the premises.
- (h) Flooding or inundation easement in favor of Brown County Water Improvement District No. 1 (MUD), affecting all property located on the shores of Lake Brownwood, Texas, and between 1425 feet of elevation being spillway level of Lake Brownwood, Texas, and 1435 feet of elevation.
- (i) Oil, gas and mineral Lease dated May 1, 1961 by and between Joe Weedon, et ux and Coastal State Gas Producing Company recorded in Volume 478, Page 532 of the Deed Records of Brown County, Texas.
- (j) Easement and Right of Way in favor of Texas Power and Light Company recorded in Volume 590, page 126, Deed Records of Brown County, Texas.

- (k) Oil, Gas and Mineral Lease dated September 1, 1971 by and between Joe Weedon, et al and The Grant Cmpany recorded in Volume 581, Page 313, Deed Records of Brown County, Texas.
- (l) Terms and Conditions of a certain Cert. of Ajudication from The Texas Water Right Commision dated april 13, 1981 recorded in Volume 1, page 138, Water Rights Book, Brown County, Texas.
- (m) Terms and Conditions of a certain Annexation order of the Board of Directors of Brown County water Improvement District No. One, recorded in Volume 909, Page 324, Deed Records of Brown County, Texas.
- (n) Right of Way Easement executed by Fran Kelly in favor of Comanche County Electric Cooperative recorded in Volume 1178, Page 32 of the Real Property Records of Brown County, Texas.
- (o) Right of Way Easement dated December 15, 1998 executed by Fran Kelly in favor of Comanch County Electric Cooperative Association recorded in Volume 1327, Page 315 of the Real Property Records of Brown County, Texas.
- (p) Right of Way Easement dated November 18, 2016 executed by Lake Brownwood Sandy Beach, Inc. in favor of Brookesmith Special Utility District Recorded in Instrument No. 1607253 of the Official Public Records of Brown County, Texas.
- (q) Right of Way Easement dated August 7, 2017 executed by Fran McDuff in favor of Brookesmith Special Utility District Recorded in Instrument N. 1807640 of the Official Public Records of Brown County, Texas.
- (r) Roadway Easement dated March 22, 2000 executed by Joe Dan Weedon and wife, Bettie J. Weedon to Lake Brownwood Sandy Beach, Inc., recorded in Volume 1354, Pag 726 of the Real Property Records of Brown County, Texas.
- (s) Rights of Way Easements executed by Fran Kelly in favor of Comanche Electric Cooperative Association recorded in Volume 1416, Page 435; Volume 1416, page 442; Volume 1416, Page 549; Volume 1441, Page 841; Volume 1451, Page 541; Volume 1542, Page 733 of the Real Property Records of Brown County, Texas.
- (t) All owned Mineral Rights are to be reserved in the Deed to our insured.

Countersigned  
**Brown County Abstract Company**

By Robert J. Stuart  
Authorized Counter Signature

NATIONAL INVESTORS TITLE INSURANCE COMPANY

Owner's Policy No.: OP1A1462022000372

Issued with Policy No.: LP2A1462022000372

Premium Amount	Rate Rules	Property Type	County Code	Liability	Date	7	8
1 \$3,849.00	2 1200 3210	3 40	4 49	5 \$672,528.85	6 09/14/2022	7	8

Copy

**WARRANTY DEED WITH VENDOR'S LIEN**  
**With Mineral Reservation**

**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.**

THE STATE OF TEXAS           §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BROWN         §

THAT THE UNDERSIGNED, **Frances McDuff, President of Lake Brownwood Sandy Beach, Inc.**, hereinafter called "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of Four Hundred Fifty-Seven Thousand Six Hundred Thirty-Nine and 74/100 Dollars (\$457,639.74), payable to the order of Lake Brownwood Sandy Beach, Inc. and Jon Kane, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Eric A. McNeese, Trustee, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL and CONVEY unto **Danna J. Krieg**, whose mailing address is 32134 CR 30, Holly, Co 81047, herein referred to as "Grantee," whether one or more, the real property described as follows:

**TRACT ONE:**

**FIELD NOTE DESCRIPTION OF A 4.027 ACRE TRACT OF LAND BEING OUT OF AND A PART OF THE JOSEPH LEWIS SURVEY, ABTRACT 1075 SITUATED IN BROWN COUNTY, TEXAS AND BEING A PART OF THE REMAINDER OF THAT THAT 58.91 ACRE TRACT CONVEYED TO LAKE BROWNWOOD SANDY BEACH, INC. BY DEED RECORDED AT VOLUME 1632 PAGES 959 & 965 OF THE BROWN COUNTY OFFICIAL PUBLIC RECORDS; SAID 4.027 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING at a pipe post found on the approximate original 1425 elevation of Lake Brownwood as the Southeast corner of that tract conveyed to Mercy Capital Investments, LLC by deed recorded as Instrument No. 2107880 of the Official Public Records of Brown County, Texas and a Southwest corner of that 58.91 acre tract conveyed to Lake Brownwood Sandy Beach, Inc. by deeds recorded at Volume 1632 Pages 959 & 965 of the Brown County Official Public Records and the Southwest corner of the herein described tract;**

**THENCE, along a cable fence with pipe post in concrete as the approximate East line of said Mercy Tract and the West line hereof the following 11 courses: N5°33'12"E, 373.86 feet; N5°46'01"E, 178.46 feet; N°20'27"E, 130.43 feet; N2°10'47"E, 58.51 feet; N2°35'35"W, 25.92 feet; N10°29'21"W, 47.76 feet; N1°57'19"E, 44.66 feet; N4°20'07"E, 38.33 feet; N27°12'57"E, 34.73 feet; and N73°19'00"E, 51.75 feet to a pipe post in the Southern line of Beach Club Road and Bull Run Road for the North corner hereof;**

**THENCE, along the approximate Western line of Bull Run Road marked by pipe post in concrete as now used on the ground the following 7 courses, S62°03'24"E, 26.23 feet; S39°35'58"E, 51.34 feet; S25°08'31"E, 56.56 feet; S22°42'29"E, 63.60 feet; S8°52'37"E, 59.56 feet; S5°54'01"E, 67.66 feet and S1°03'15"E, 459.44 feet to an iron rod set for angle hereof;**

**THENCE, S16°10'45"W, 179.37 feet to a pipe post on the approximate original 1425 elevation of Lake Brownwood as the Southeast corner hereof;**

**THENCE, along said 1425 elevation S84°21'04"W, 202.77 feet to the POINT OF BEGINNING and calculated to contain 4.027 acres therein.**

**TRACT TWO: Easement**

**A 30' wide road easement being 0.515 acres of Land Brown County, Texas, and being out**

of the Joseph Lewis Survey 43, Abstract 1075, 0.417 acres of said 0.515 acre being a part of that 58.91 acre tract of land described in the deed from Kenneth Dale Kelly to Frances Evelyn Kelly dated August 11, 1993 and recorded in Volume 1143, Page 851, Brown County, Real Property Records, and 0.098 acres of said 0.515 acres being a part of the tract of land described in deed from Joe Dan Weedon and Bettie J. Weedon to The Weedon Family Trust dated June 30, 1994 and recorded in Volume 1170, page 208, Brown County Real Property Records.

**BEGINNING** at a rail road spike set in the centerline of the pavement of County Road #594, said spike being located 145.93' N76°32'19"E of a 1/2" iron stake found at the northwest corner of the 28.22 acre tract referenced in said deed recorded in Volume 1143, Page 851. Said beginning point is also located 1367.03' S64°37'04"E of a 3/8" iron stake found at the northwest corner of the said 58.91 acre tract, and is also located 41.33' S47°42'03"E of a spike found at an easterly corner of the said 58.91 acre tract: Said beginning point is also located 15,936.59' S57°11'59"W of the USGS monument named Brown (PID: CA1038), said monument being located in the Lake Brownwood State Park.

**THENCE** along the centerline of this 30' wide road easement as follows:

S86°51'13"W 458.47', at 142.06' passing the east line of the said 58.91 acre tract, continuing to a rail road spike set in the center of the pavement;

S81°52'48"W 142.41' to a rail road spike set in the center of the pavement; and S76°36'56"W 144.84', at 82.46' passing the southeast corner of a simultaneously surveyed 0.330 acre tract, continuing along the south line of said 0.330 acre tract to a rail road spike set for a corner of said 0.330 acre tract and the terminus of this road easement

**TRACT THREE:**

All roadways shown as 30-Foot Wide Easements on Plats recorded in Volume 4, Page 298, Plat Record of Brown County, Texas and Volume 1361, Page 429, Real Property Records of Brown County, Texas, and recorded at Volume 1421, Page 973, Volume 1354, Pages 726 and 745 of the Real Property Records of Brown County, Texas.

**THERE IS RESERVED AND EXCEPTED** from the herein conveyed land and this conveyance, for the benefit of Grantor, its Successors and assigns, all oil, gas, and other minerals in and under the Property, including all easements owned or held by any lessee or mineral owner on, over, or across the Property for the purpose of producing or transporting any of the oil, gas and other minerals together with the right of ingress and egress.

This conveyance, however, is made and accepted subject to any and all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, whether or not shown of record in the hereinabove mentioned County and State, and to all mineral leases, outstanding mineral interests, zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. Lake Brownwood Sandy Beach, Inc. ("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, the Vendor's Lien, together with the Superior Title to

said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 12th day of September, 2022.

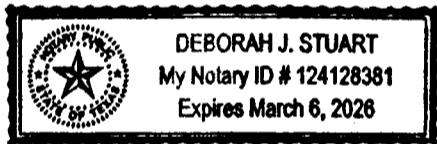
Lake Brownwood Sandy Beach, Inc.

BY: Frances McDuff  
Frances McDuff, President  
*Pres. Sect. Tra*

THE STATE OF TEXAS       §  
  §  
COUNTY OF BROWN       §

The foregoing instrument was acknowledged before me on the 14<sup>th</sup> day of September, 2022 by Frances McDuff, President of Lake Brownwood Sandy Beach, Inc., a Texas Corporation, in such capacity and on behalf of said Corporation.

Deborah J. Stuart  
NOTARY PUBLIC, STATE OF TEXAS



\_\_\_\_\_  
PRINTED NAME OF NOTARY

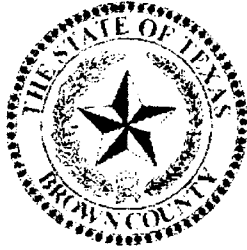
PREPARED IN THE OFFICE OF:  
WEST & MCNEESE, PLLC  
201 South Broadway  
Brownwood, TX 76801

Return to:  
BCAC-EAM



SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101  
BROWNWOOD TX 76801

PHONE (325) 643-2594

**DO NOT DESTROY**

**WARNING-THIS IS PART OF THE OFFICIAL RECORD**

INSTRUMENT NO. 2206067

FILED FOR REGISTRATION SEPTEMBER 14, 2022 03:34PM 3PGS \$34.00

SUBMITTER: BROWN COUNTY ABSTRACT CO INC

RETURN TO:

BROWN COUNTY ABSTRACT CO INC  
201 S BROADWAY  
BROWNWOOD TX 76801

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

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

M

Petition to: Brown County Surveyors 1/24/23  
+ Commissioners

My name is Danna Krieg, I recently purchased property at Sandy Beach. My title insurance states that Sandy Beach Road is an easement Road. The road leading into the property is blocked by a locked gate (by Gordon Payne and Dan Spiller), Owners of Sandy Beach RV Park. This gate blocks a 911 access Road to many tenants that live at Sandy Beach. This gate does not prevent anyone from entering his property, he has two other gates that prevent anyone from entering the property. This gate blocks an easement road that is used by all at Sandy Beach. Gordon states people drive fast through this road is why the gate is up. Speed bumps could prevent this as well and give access to 911 and emergency vehicles as well as the residents that live at Sandy Beach. Many home owners are unable to get deliveries and services because of this gate. There is no purpose for this gate to be up. The community at Sandy Beach pray to have this gate removed.

Thank You,  
① Danna Krieg 1070 Bull Pen Rd. 719-691-0870

Petition Continued

1/24/23

\* Please note: The Commissioner meeting is Feb 6th @ 9:00 AM - 1st Floor at Court house. If anyone would like to attend or can attend would be greatly appreciated.

1. Danna King 1070 Bull Pen Rd 719-691-0870
2. Laila Binegar 1069 Bull Pen Rd 720-6263447
3. Edward Allison 9073 EZ Does It 432-349-5705
4. Eva Allison 9073 EZ Does It 432-349-0139
5. Teresa Burke 1070 Gilligan TR 432-661-6946
6. Mary Burke 1070 Gilligan Tr. 432-~~528~~<sup>578</sup>-7722
7. Schirra Holcomb 1060 Gilligan ST 325 203 2229
8. W. A. Holcomb 1060 Gilligan ST 325 784-9442
9. Shirley Welch 5050 Beach Club Rd 325 647-9998
10. Mele Richardson 1089 Gilligan IS Trail 432-570-1819
11. Brenda Walraven 1090 HAPPY CAMPER TR. 432-553-6362
12. Dallas Cindy Callas 9040 EZ Does It 432-614-7843
13. Carol Underwood 9080 EZ DOES IT 214-597-7792
14. Bunt ~~E~~ 9080 EZ DOES IT 469-705-9660
15. Bobbie Jordan 3014 McCombs Blvd 325-642-3553
16. Nolan Livingston 1040 Gilligan TR 432-642-3553
17. Bill O'neill 2070 FRANK WAY 956-312-7598
18. ~~Tom Kane~~ Tom Kane PO Box 1359 830-442-9157  
LORNA TR