

NOTICE

Notice 1

This Notice to inform any person who has lawful standing to view this file who wishes to review the complete file on record may do so by requesting an appointment with;

Your Name: **Donna Strong**
Address: **c/o 1828 County Road 334**
Rockdale Texas, [76567]

E-mail: **simplyds@protonmail.com**
Phone: **530-417-5753**

Notice 2

I, **Donna Strong** will set the time, date and place for the review of my documents, no exceptions!

Notice 3

I, **Donna Strong** have the summary of the chain of title included in this file.

Notice 4

This document of the public posting has a total of 22 pages.

Notice 5

Failure of any lawful party claiming an interest, to bring forward a lawful challenge to this **Certificate of Acceptance of Declaration of Land Patent and the benefit of Original Land Patent Forever Benefit, as stipulated herein, otherwise estoppel or laches shall forever bar any and all parties claiming an interest forever.**

Failure to make a lawful claim, as indicated herein, within **sixty (60) calendar days** of this notice, will forever bar any claimant from any claim against my/our allodial Land Patent estate as described herein and will be Final Judgment.

The united states of America, And In The Republic state Texas

NOTICE OF,

CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND PATENT,

LAND PATENT TRANSLATION #2233, Dated February 9, 1831 (SEE ATTACHED PATENT TRANSLATION),

Natural Person: Strong, Donna

Nationality: Texan

Place of Birth: Constitutional Union State

Domicile: state of the Union

Residence: non-resident, non-person

Citizenship status: non-citizen, national" U.S.A., Constitutional but not statutory U.S. citizen

Citations:

Declaration of Status & Oath of Allegiance, official records of Pima County, Arizona State court recorded File No. 20223190325

Affidavit of POA & Affidavit of Fact, official records of Pima County, Arizona State court recorded File No. 20223540039

Affidavit of Citizenship, official records of Pima County, Arizona State court recorded File No. 20231590218

Mailing Address:

c/o 1828 County Road 334
Rockdale Texas, [76567]

KNOW ALL YE MEN BY THESE PRESENT.

That I, **Strong, Donna**, do hereby certify and declare that I am an "Assignee" at law in the LAND PATENT named and numbered above; that I have brought forward said **Land PATENT Forever Benefit**, in my name as it pertains to the land described below. See [*Hooper et. Al v. Scheimer, 64 U.S. (23 how.) 235 (1859)*]] "*I affirm that a GRANT/PATENT is unimpeachable at law, except, perhaps, when it appears on its own face to be void; and the authorities on this point are so uniform and unbroken in the courts, federal and state, that little else will be necessary beyond a reference to them.*"

The character of said land, brought forward, so claimed and conveyed by this PATENT, which is legally described, as identified by the Texas General Land Office, based upon location and referenced under the **Land PATENT TRANSLATION #2233, Dated February 9, 1831** is as follows;

Situated on the right or southern margin of the San Andres River, consisting of six leagues of land. The survey commenced at a cottonwood situated on the right or southern margin of the aforesaid San Andreas River, which is marked with the letter J; thence ran a line from said cottonwood south 19 degrees east 20,262 varas and set a stake for the second corner, thence from said stake ran a line south 71 degrees west 5,000 varas and set another stake for the third corner of this tract; thence from said stake ran another line south 19 degrees east 2,526 varas and set another stake for the fourth corner of this tract; thence from said stake ran another line south 71 degrees west 2,500 varas and set another stake for the fifth corner of this tract; and thence from said stake ran another line north 19 degrees west 17, 668 varas to the margin of said river, where another stake was planted for the sixth corner of the aforesaid tract; thence from this point followed the river downward with its meanders to the place of beginning, comprising thus six leagues of land, and it consists, according to my true knowledge and understanding, of one league of arable land and five leagues of pastureland, its configuration being that which is shown on the plat that I enclose.

More commonly known as translation #2233, Abstract 29, File No. SC 000022:27, Patent Volume 29, issued to Jose Leal February 9, 1831 and subsequently titled on October 26, 1833.
(SEE ATTACHED PATENT TRANSLATION FOR MEETS AND BOUNDS DESCRIPTION).

Unless otherwise stated, I **Strong, Donna**, have individual knowledge of matters contained in this Certificate of Acceptance of Declaration of PATENT. I am fully competent to testify with respect to these matters.

I, **Strong, Donna**, am an Assignee at Law and bona fide subsequent Assignee by contract, of a certain legally described portion of LAND PATENT under the original, certified **Land PATENT TRANSLATION #2233, Dated February 9, 1831**, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and Constitutional Mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament, Tenements, pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto, and made a part of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT.
(SEE ATTACHED PATENT TRANSLATION)

No claim is made herein that I have been assigned the entire tract of land as described in the original PATENT TRANSLATION. My assignment of land is inclusive of only the land described herein and within the attached deed. Said assignment of land being situated entirely within the bounds of **Land PATENT TRANSLATION #2233**, as established by the Texas General Land Office, via the attached certified Land PATENT TRANSLATION. Together, this deed and property description demonstrate the equitable interest in said property and establish the lawful basis for valuable consideration upon which the LAND PATENT FOREVER BENEFIT has been brought forward, said deed between the parties thereto, dated **June 12, 2023**.

The description of our assignment of land is as follows;

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the Jose Leal Survey, Abstract Nov 29, being all of a called 2.66 Acre tract conveyed from Bennet Development, LLC to Gary T. Stewart, et ux by Deed dated January 5, 2018 recorded in Volume 1327, Page 191 of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

***BEGINNING** at a found 1" iron pipe on the west Right-of-Way line of County Road 334, at the southeast corner of a called 5.289 Acre tract conveyed to Dian Jean Franks in Volume 692, Page 765, for the northeast corner of this tract;*

THENCE S21° 30' 28" E - 312.79' along the said west Right-of-Way line of County Road 334 to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the most easterly northeast corner of a called 12.34 Acre tract conveyed to John Frazier, et ux in Document No. 2021-5088, for the Southeast corner of this tract;

THENCE along the north lines of the said 12.34 Acre tract for the following courses and distances:

S68° 41' 16" W - 370.14' to a found 1/2" iron rod with yellow plastic cap marked "6410" at an interior ell corner of the said 12.34 Acre tract, for the southwest corner of this tract;

N21° 18' 44" W - 313.08' to a found 1/2" iron rod with yellow plastic cap marked "6410" on the south line of the said 5.289 Acre tract, at the most westerly northeast corner of the said 12.34 Acre tract, for the northwest corner of this tract;

At common Law, a **(60) day** posting period has been provided for challenges to this Land PATENT FOREVER BENEFIT. It is stipulated that, if after **(60) days** from date of posting, no Lawful challenge has been presented and upheld, said Certificate of Acceptance of said Declaration of Land PATENT, perfects this PATENT (Allodial) Title in the names so listed above FOREVER, otherwise latches or estoppel shall forever bar the same against said Freehold PATENT (Allodial) land so described herein.

If a lawfully qualified Sovereign American individual has a lawful claim to title and this Land PATENT benefit is challenged, the court must be a court of competent jurisdiction, being the Common law Supreme Court (Article III) or any other court of competent jurisdiction. Any action against a PATENT by a corporate state or their Respective statutory, Legislative units (i.e., courts) would be an action at law which is outside the venue and jurisdiction of the Article III courts. There is no Law issue contained herein which may be heard in any of the State or Federal courts (Article I/IV), nor can any court of Equity / Admiralty / Military set aside, annul, or change a Land PATENT. **(Reference: Corpus Juris Secundum, volume 73(B), Topic of Public Lands, section on Land PATENTs.) "Nothing in this GRANT/PATENT can be changed by either party, nothing can be added, nor can anything be deducted"** once the GRANT/PATENT is issued.

If this duly certified LAND PATENT is not challenged by a lawfully qualified party having a Lawful claim, Lawful lien (security interest), Lawful debt, or other Lawful interest in said land, and no Lawful claim having been filed in a court of competent jurisdiction at law **within sixty (60) days** from the date of posting this NOTICE, then the above-described land shall remain an Allodial Freehold title of **Strong, Donna** and her Heir(s) or Assignee(s) forever.

JURISDICTION

THE RECIPIENT HERETO IS MANDATED by Article IV, Sec. 3, Clause 2, the 9th and 10th Amendments with reference to the 7th Amendment, enforced under Article III, Sec. 3, Clause 1, Article 1 Sec. 10, Clause 1 of the Constitution for the united states of America.

LAND GRANT/PATENTS, OBLIGATION OF CONTRACTS, VESTED RIGHTS

Chief Justice Marshall's opinion in *Fletcher v. Peck* - performed two creative acts pursuant to Contracts having Continuing Obligations. See Source: <http://www.law.cornell.edu/supremecourt/text/10/87> Chief Justice Marshall recognized that an obligatory contract was one still to be performed—in other words, an executory contract, also that a grant of land was an executed contract- a conveyance. But, he asserted, *every grant is attended by "an implied contract" on the part of the grantor not to claim again the thing granted. Thus, grants are brought within the category of contracts having continuing obligation.*

The early cases of *Fletcher v. Peck*, *New Jersey v. Wilson*, and *Dartmouth College v. Woodward*-<http://www.law.cornell.edu/supremecourt/text/17/518> established that the States could not "impair the obligation of contracts" **by attempting to repeal or modify private acts, such as land GRANT/PATENTS or corporate charters, which had already created vested rights.**

DOCTRINE OF RELATION BACK

The doctrine of relation is applicable to public land transactions under a federal GRANT/PATENT. ¹ When necessary to give effect to the intent of the statute or to cut off intervening claimants, the **GRANT/PATENT is deemed to relate back to the time of the inception of the GRANT/PATENTEE's claim to the land.** ² When the doctrine applies, the last proceeding which consummates the conveyance of the public land is held to take effect by relation back as of the day when the first proceeding was had. ³ This relation back is also effective in favor of persons to whom the claimant has assigned or transferred rights in the land before the issuance of the GRANT/PATENT. ⁴

In applying the doctrine of relation back, the GRANT/PATENT has been regarded, under the particular circumstances, as relating back to the date of the initiatory act, ⁵ such as the date of the entry, ⁶ to the date of conveyance or deed, ⁷ to the first qualifying act which definitively located the boundaries of the claimed land so as to legitimately bar others from entering, ⁸ and to the inception of the equitable right upon which title is based ⁹. §249 Doctrine of relation back, Research References - West's Key Number Digest, Public Lands 114(2)

NATURAL PERSONS(S)

WHEREAS, I, Strong, Donna, am a "natural person" as defined in Title 12 Banks and Banking CFR §330.1 means a "human being" and in accordance with 31 CFR 1010.605 (h) Non-United States person or non-U.S. person means a natural person who is NOT a United States citizen nor is accorded the privilege of residing permanently in the United States pursuant to title 8 of the United States Code.

DOMICILE NOT NATIONALITY

WHEREAS, I, Strong, Donna, sometimes reside at **1828 County Road 334, Rockdale, Texas**, domiciled in a state of the Union "national" of the United States **8 U.S.C. §1101(a)(21)**, and NOT domiciled within the exclusive jurisdiction of Congress and hence are not subject to federal civil law. Cannot have a civil statutory STATUS under the laws of Congress to which any obligations attach, especially including "citizen" without such a federal domicile. Domicile is a prerequisite to having any **civil status** per Federal Rule of Civil Procedure 17. One

therefore cannot be a statutory "alien" under 8 U.S.C. U.S.C. §1101(a)(3) without a domicile on federal territory. Without such a domicile, we are a transient foreigner and neither an "alien" nor a "nonresident alien." DOMICILE and NOT nationality is what imputes a status under the tax code and a liability for tax;

WHEREAS, I, Strong, Donna, am a U.S.A. "National", Constitutional but not statutory U.S. citizen, being a "Natural" woman and not a "Citizen" defined in 26 C.F.R. §1.1-1, not having consented to being domiciled within the United States (**having no civil status**), rather being a "National" as defined in INA section 101(a)(21) of the Immigration and Nationality Act.

RESTORATION OF STATUS

WHEREAS, I, Strong, Donna, in some cases, in *esse & sui juris* **Restoration of Former Status** from being a public "United States" citizen; a Federally owned "U.S. citizen" as of March 9, 1933; and a Taxpayer, a **surety, Bondman put to Tribute** as of September 8, 1936; name derivatives, ALL CAPITALIZATION **DONNA LEE JONES / DONNA L JONES / ESTATE OF DONNA L JONES**, to being a **private "national" of new Texas, state of the Union, U.S.A.**:

WHEREAS, the Secretary of State (of the several states) charters corporations and issues franchises, therefore, any natural born citizen/Private American National Citizen with a BIRTH CERTIFICATE is liable to the Franchise Board of the State's Department of Revenue for income/excise/privilege taxes, as well as being liable to the Internal Revenue Service collecting the internal revenue for the "Federal Corporation" of the United States (28 USC 3002 (15)(A)) via excise/income/privilege taxes in payment of the interest on the national debt (proven by President Ronald Reagan's Grace commission) which interest is owed to the Roman papacy's Federal Reserve Bank;

WHEREAS, I, Strong, Donna, have returned to my former status of being an American Freeman and an American National in Equity, i.e. de jure Private National Citizen of the United States under Section 1 of the 14th Amendment and therefore stand "in personam", "*in esse*", and "*sui juris*", possessing all God-given unalienable rights including those protected by the first eight amendments of the Bill of Rights, all Constitutional rights (federal and state) and all common Law rights of a de jure Private Citizen of the United States/American National, **no longer under the legal disability of being the Property/Surety for and/or wedded to a, state-created, Public "U.S. citizen" owned by the Federal Military Government of the United States**;

PERFECTED LAND GRANT/PATENT, ESTATE RESTORED

WHEREAS, I, Strong, Donna, hereby make lawful claim to the Allodial Land PATENT FOREVER BENEFIT in my name, said land described above and in the attached deed, representing equitable interest which is the subject of this land PATENT forever benefit, said claim shall be considered henceforth perfected in my name as Assignee, and all future claims by others against this land shall be forever waived;

THEREFORE; This Land PATENT Forever Benefit, being regular in form, authorized by Supremacy of Treaty Law and Constitutional and Congressional Mandate, now restores ALL Legal and Equitable ownership interests previously surrendered through prior adheslon contracts, since issuance of original Land PATENT Allodial Title, to the current equitable Interest which is the subject of this Declaration of Land PATENT, said PATENT TRANSLATION having been signed and executed by the Secretariat of the Supreme Government as **Land PATENT TRANSLATION #2233, Dated February 9, 1831**;

Now, the ownership interests as expressed in the attached deed, dated **June 12, 2023**, being appended hereto, having been deceptively and fraudulently cleaved from the full bundle of rights, and an ESTATE having been created, thus equitable ownership having been severed with the issuance of the first and subsequent Deeds and Mortgage instruments, those deeds and instruments being Color of Title (That which is a semblance or appearance of title, but is not title in fact or law, Black's Law Dictionary, 6th edition), the "ESTATE" then having been created for the ALL CAPITALIZATION name(s) and NOT the "Natural" man/woman.

HENCEFORTH; The ESTATE is segregated no longer, the Legal and Equitable Ownership interests are now and forever more restored to full Allodial Freehold rights, for **Strong, Donna**, with the right of Possession, Use, Exclusion, and the right to Encumber and Dispose of being fully and completely restored, *nunc pro tunc*.

There now exists NO Federal, State, Municipal or other corporate authority to impose a direct tax upon the equitable and legal ownership interest which is expressed in the attached deed, dated **June 12, 2023**, which is the subject of this Declaration of Land PATENT.

PERJURY JURAT

Pursuant to Title 28 USC sec. 1746 (1) and executed "without the United States", I, **Strong, Donna**, affirm under penalty of perjury under the laws of the united states of America that the foregoing is true and correct to the best of my belief and informed knowledge. And further deponent saith not. I now affix my autograph of the above affirmations with EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE.

Respectfully By: Donna Strong
Donna Strong

Date: April 22, 2024

Texas Notary Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas

County of Milam

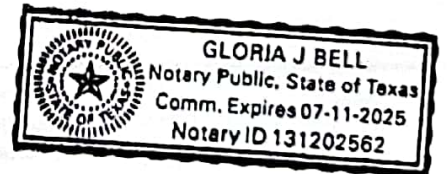
On 22nd April 2024 before me, Gloria J Bell Notary
(name and title of the officer)

personally appeared, Donna Strong who proved to me based on satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gloria J. Bell (seal)



Milam County
Jodi Morgan
Milam County Clerk

Instrument Number: 979

Real Property eRecording

WARRANTY DEED V/LIEN

Recorded On: March 02, 2022 09:35 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

CERTIFIED TO BE A TRUE AND CORRECT COPY

12th DAY OF June 20 23

PAGE 1 OF 4



JODI MORGAN, COUNTY CLERK
MILAM COUNTY TEXAS

BY: *Laney Schneider*

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 979
Receipt Number: 20220301000006
Recorded Date/Time: March 02, 2022 09:35 AM
User: Annisha W
Station: Clerk Station

Record and Return To:

Corporation Service Company

Pharr TX



STATE OF TEXAS
COUNTY OF MILAM

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Milam County, Texas.

Jodi Morgan
Milam County Clerk
Milam County, TX

Jodi Morgan

CERTIFIED TO BE A TRUE AND CORRECT COPY

12th DAY OF June 20 23

PAGE 2 OF 4



JODI MORGAN, COUNTY CLERK
MILAM COUNTY TEXAS

BY: Nancy Schneider

GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY

NOTICE OF CONFIDENTIALITY: 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 MILAM

THAT GARY T. STEWART AND SARAH E. STEWART (hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by DONNA LEE STRONG, AN UNMARRIED WOMAN whose address is 5642 PINE HAVEN DR, POLLOCK PINES, CA 95726 (hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the advancement and payment in cash of all or part of the purchase price hereof by Beneficiary at the special instance and request of Grantees under that certain note in the principal sum of TWO HUNDRED NINETY-TWO THOUSAND AND 00/100 DOLLARS (\$292,000.00) payable to the order of SUMMIT FUNDING, INC. (hereinafter referred to as "BENEFICIARY") of even date herewith, said note bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to ALLAN B. POLUNSKY, Trustee, reference to which is hereby made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:


SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".


TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantees. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantees is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed to be effective as of the 25 day of February 2022.


GARY T. STEWART

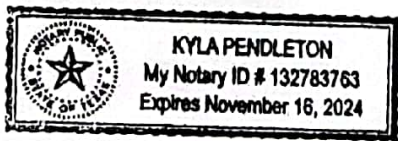

SARAH E. STEWART

THE STATE OF TEXAS
COUNTY OF Milam

This instrument was acknowledged before me on February 25, 2022, by GARY T. STEWART AND SARAH E. STEWART..

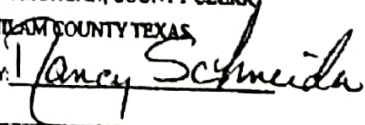

Notary Public, State of Texas

RETURN TO:
DONNA LEE STRONG
5642 PINE HAVEN DR
POLLOCK PINES, CA 95726



CERTIFIED TO BE A TRUE AND CORRECT COPY
12th DAY OF June 20 23
PAGE 3 OF 4



JODI MORGAN, COUNTY CLERK
MILAM COUNTY TEXAS
BY: 



In Re: 2.655 Acres
All of a called 2.66 Acre tract
Jose Leal Survey
Abstract No. 29
Milam County, Texas

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the Jose Leal Survey, Abstract No. 29, being all of a called 2.66 Acre tract conveyed from Bennet Development, LLC to Gary T. Stewart, et ux by Deed dated January 5, 2018 recorded in Volume 1327, Page 191 of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1" iron pipe on the west Right-of-Way line of County Road 334, at the southeast corner of a called 5.289 Acre tract conveyed to Dian Jean Franks in Volume 692, Page 765, for the northeast corner of this tract;

THENCE S21°30'28"E - 312.79' along the said west Right-of-Way line of County Road 334 to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the most easterly northeast corner of a called 12.34 Acre tract conveyed to John Frazier, et ux in Document No. 2021-5088, for the southeast corner of this tract;

THENCE along the north lines of the said 12.34 Acre tract for the following courses and distances:

S68°41'16"W - 370.14' to a found 1/2" iron rod with yellow plastic cap marked "6410" at an interior ell corner of the said 12.34 Acre tract, for the southwest corner of this tract;

N21°18'44"W - 313.08' to a found 1/2" iron rod with yellow plastic cap marked "6410" on the south line of the said 5.289 Acre tract, at the most westerly northeast corner of the said 12.34 Acre tract, for the northwest corner of this tract;

THENCE N68°43'58"E - 369.07' along the said south line of the 5.289 Acre tract to the POINT OF BEGINNING containing within these metes and bounds 2.655 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 18th day of February, 2022.

Bradley L. Lipscomb, RPLS



Exhibit A

Page 1 of 1

CERTIFIED TO BE A TRUE AND CORRECT COPY
12th DAY OF January 2023
PAGE 4 OF 4



JODI MORGAN, COUNTY CLERK
MILAM COUNTY TEXAS

Jody Schneider

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S22-016

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the Jose Leal Survey, Abstract No. 29, being all of a called 2.66 Acre tract conveyed from Bennet Development, LLC to Gary T. Stewart, et ux by Deed dated January 5, 2018 recorded in Volume 1327, Page 191 of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1" iron pipe on the west Right-of-Way line of County Road 334, at the southeast corner of a called 5.289 Acre tract conveyed to Dian Jean Franks in Volume 692, Page 765, for the northeast corner of this tract, THENCE S210°30'28"E - 312.79' along the said west Right-of-Way line of County Road 334 to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the most easterly northeast corner of a called 12.34 Acre tract conveyed to John Frazer, et ux in Document No. 2021-5088, for the Southeast corner of this tract;

THENCE along the north lines of the said 12.34 Acre tract for the following courses and distances:

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THENCE N68°43'58"E - 369.07' along the said south line of the 5.289 Acre tract to the POINT OF BEGINNING containing within these meets and bounds 2.655 Acres of land.

INSTRUMENT #	BOOK	PAGE	GRANTOR (FROM)	GRANTEE (TO)	EXECUTION DATE	COMMENTS
TRANSLATION # 2233			REPUBLIC OF TEXAS	JOSE LEAL	2/9/1831	CERTIFIED COPY OF PATENT FROM TEXAS GLO
1	116	459	REPUBLIC OF TEXAS	JOSE LEAL	2/9/1831	TRANSLATED PATENT (FILED IN MILAM COUNTY ON 11/29/1913, FORTUNATELY LONG AFTER THE 1874 FIRE THAT DESTROYED ALL COUNTY CLERK RECORDS.)
	A2	652	JOSE LEAL	OLIVER JONES	3/16/1837	ALL 6 LEAGUES OF LAND IN THE JOSE LEAL GRANT
2	28	198	ESTATE OF OLIVER JONES, DECEASED	PUBLIC	8/18/1866	CERTIFIED COPY OF WILL (INCLUDED TO PROVE UP THE EXECUTOR SHOWN IN THE NEXT DEED, CORNELIUS ENNIS. AN ONLINE SEARCH SHOWS JONES DIED 9/17/1866. VERY RARE, BUT THIS DOCUMENT DOES NOT SHOW A FILE DATE. NEITHER DOES THE INDEX.)
3	A1	479	ESTATE OF D. JONES, DEC'D	RICHARD HAIRSTON	7/27/1874	150 ACRES IN THE JOSE LEAL SURVEY
4	34	409	C. C. WINTON JOINED BY HER HUSBAND H. M. WINTON, R. L. TALBOTT JOINED BY HER HUSBAND M. L. TALBOTT, L. P. HAIRSTON, GEO. N. HAIRSTON, NANNIE HAIRSTON, WIFE OF SAID L. P. HAIRSTON, MARY HAIRSTON, WIFE OF SAID GEO. N. HAIRSTON, BEING (7) HEIRS (OF) CANDACE HAIRSTON, DECEASED WIDOW OF RICHARD HAIRSTON, DECEASED	J. H. COOK	10/9/1892	64.35/100 ACRES, OUT OF 150 ACRES. (PLEASE NOTE THAT THE BODY OF THE DEED APPEARS TO SHOW HAIRSTON, BUT THE SIGNATURE SECTION APPEARS TO SHOW HAIRSTON. WE REPORTED IT AS HAIRSTON, TO CONFORM TO THE OTHER DEEDS. THIS WHOLE DEED WAS TRANSCRIBED BY HAND, SO IT MAY BE A CLERK ERROR.)
5	144	197	RIAGAN BRADY AND WIFE, EDNA BRADY	ALLEN COOK	3/26/1917	"OUR UNDIVIDED 1/9TH INTEREST IN THE ESTATES OF J. H. COOK AND WIFE, LOUISA COOK, MRS. EDNA BRADY BEING ONE OF THE CHILDREN AND HEIRS"
6	140	598	BETTIE WILLIAMS (FORMERLY COOK) JOINED BY MY HUSBAND, J. H. WILLIAMS	GUY COOK	7/20/1917	"PROPERTY IN THE CITY OF ROCKDALE AND LANDS IN THE COUNTY, FORMERLY OWNED BY JNO. COOK AND HIS WIFE LOUISE COOK, AND INCLUDING ANY AND ALL INTERESTS IN THE ESTATE OF JNO. COOK AND HIS WIFE LOUISE COOK, BOTH DECEASED, WHICH SAID BETTIE WILLIAMS IS ENTITLED TO AS A CHILD AND HEIR"
7	152	296	ALLEN COOK AND WIFE M. E. COOK, ROSA COOK, HENRY COOK, AND LEON TOUCHSTONE, A WIDOW	GUY COOK	7/1/1918	"THE HAIRSTON LAND IN 34/409 TO J. H. COOK (AMONG OTHER LANDS LISTED IN THIS DEED, FOR THE GRANTORS' INTEREST IN ALL FARM LANDS OWNED BY THEIR PARENTS, J. H. COOK AND HIS WIFE AT THEIR DEATHS)
8	201	407	LEONARD COOK AND WIFE, ROXIE COOK; HENRY COOK AND WIFE, MARY TOUCHSTONE, A WIDOW	GUY COOK	2/7/1931	64.35/100 ACRES, BEING "FOURTH TRACT" OF THIS DEED
9	201	409	GUY COOK, A SINGLE MAN	BERTIE TOUCHSTONE	8/6/1931	62 ACRES, BEING 64-35/100 LESS PUBLIC ROADWAY (NOT STATED, BUT, BASED
10	255	605	BERTIE TOUCHSTONE AND HUSBAND ISAAC TOUCHSTONE	MAEZELLE YOAKUM	2/25/1947	62 ACRES
11	281	389	JAMES YOAKUM AND WIFE, MAEZELLE YOAKUM, AND MRS. BERTIE TOUCHSTONE, A WIDOW	JESSE D. ELLIS AND WIFE, RUBY L. ELLIS	7/15/1953	62 ACRES. (THE DEED SAYS MRS. TOUCHSTONE PREVIOUSLY CONVEYED TO MRS. YOAKUM, BUT SHE JOINED IN THIS DEED BECAUSE SHE LIVES ON THE PROPERTY, BUT HAS NO INTEREST IN IT.)
12	1957-3799	297	JESSE D. ELLIS AND WIFE, RUBY L. ELLIS	GEORGE BREDT AND JACK LEWIS	2/6/1957	62 ACRES
13	1957-3880	797	GEORGE BREDT AND JACK LEWIS	FRANK MUSTON AND WIFE, EVELYN MUSTON	2/22/1957	62 ACRES (SAME TRACT AS 66.276 ACRES PER 662/596)
14	1963-8940	374	FRANK MUSTON AND WIFE, EVELYN MUSTON	VETERANS' LAND BOARD OF THE STATE OF TEXAS	3/14/1963	66.276 ACRES (A 12/10/1962 RESURVEY OF THE 62 ACRE MUSTON PROPERTY)
15	1963-8941	374	VETERANS' LAND BOARD OF THE STATE OF TEXAS	WILLIAM J. JOHNSON	3/20/1963	CONTRACT OF SALE FOR 66.276 ACRES
16	1963-9423	325	VETERANS' LAND BOARD OF THE STATE OF TEXAS	WILLIAM J. JOHNSON	3/20/1963	CORRECTION CONTRACT FOR 66.276 ACRES
17	1968-4224	355	WILLIAM J. JOHNSON AND WIFE, RUTH JOHNSON	DANIEL H. WILEY	4/12/1968	ASSIGNMENT OF CONTRACT FOR 66.276 ACRES
18	1975-6412	422	VETERANS' LAND BOARD OF THE STATE OF TEXAS	DANIEL H. WILEY	7/3/1975	66.276 ACRES
19	1988-366	591	DANIEL H. WILEY AND WIFE, HELEN M. WILEY	TEXAS BANK & TRUST, TEMPLE, TEXAS	2/6/1988	66.276 ACRES
20	1992-8206	662	FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF TEXAS BANK & TRUST, TEMPLE, TEXAS	CARROLL W. GLASER, TRUSTEE	8/17/1992	66.276 ACRES
21	1994-14967	690	CARROLL W. GLASER, TRUSTEE	W. T. PEARSON, JR.	5/10/1994	THREE 10.00 ACRE TRACTS, OUT OF 66.276 ACRES
22	1994-15565	692	CARROLL W. GLASER, TRUSTEE	W. T. PEARSON, JR.	5/10/1994	THREE 10.00 ACRE TRACTS, OUT OF 66.276 ACRES. CORRECTION DEED, RE-RECORDED TO ADD LEGAL DESCRIPTION
23	1997-31856	757	LILIAN PEARSON, A FEME SOLE, AND THE ESTATE OF W. T. PEARSON, JR., DECEASED	HERBERT WALKER, III AND WIFE, BRENDA WALKER	9/11/1997	THREE 10.00 ACRE TRACTS
24	2007-100931	1049	HERBERT WALKER III AND WIFE, BRENDA WALKER	MICHAEL WALKER AND WIFE, SHIRLEY WALKER	7/19/2007	15.00 ACRES, OUT OF THOSE TWO 10.00 ACRE TRACTS CALLED TRACT 3 AND TRACT 4 IN 757/207
25	2018-13735	1327	MICHAEL WALKER AND WIFE, SHIRLEY WALKER	BENNETT DEVELOPMENT, LLC, DBA USA PROPERTIES, LLC	1/5/2018	15.00 ACRES, RESURVEYED AND DIVIDED INTO 12.34 AND 2.66 ACRES
26	2018-13733	1327	BENNETT DEVELOPMENT, LLC, DBA USA PROPERTIES, LLC	GARY T. STEWART AND WIFE, SARAH E. STEWART	1/5/2018	2.66 ACRES, OUT OF 15.00 ACRES
27	2022-979	N/A	GARY T. STEWART AND SARAH E. STEWART	DONNA LEE STRONG, AN UNMARRIED WOMAN	2/25/2022	2.655 ACRES, BEING THAT 2.66 ACRES IN 1327/191

Third Stamp: Four Reales. Validated by the State of Coahuila and Texas for the Years 1832 and 1833.

Lesassier [paraph]

The interested party paid in this receiver's office of my charge 4 reales, cost of the foregoing stamp.
Samuel M. Williams [paraph]

Town of San Felipe de Austin, October 2, 1833

[This petition] having been presented and admitted as requested, it shall be sent to the Honorable Empresarios Austin and Williams [sic] regarding this petition; and once they have given their approval, it will be sent to the scientific and principal surveyor, so that he may carry out the survey of the six leagues claimed by the attorney of José Leal so that, in view of [the survey] and the classification which must be performed according to the law, he may be issued the corresponding titles, attaching them to the original document to which he refers. Thus, I order and sign.

Lesassier [paraph]

Honorable Alcalde of the Town of [San Felipe de] Austin

Citizen Robert M. Williamson, attorney of Citizen José Leal, in the best form of law and under the necessary and useful protests, appear before you to say: That my principal has obtained the right, according to article 24 of the State Colonization Law of March 24, 1825, to six leagues of land, which were authorized to him in sale by the Supreme Government on the 9th of February, 1831, as evidenced by the original document issued by the Secretariat of the same Supreme Government, which I enclose; so that you may be pleased to order that I be given personal possession of six leagues of land on the southern margin of the San Andrés River within the boundaries of the colony of the Honorable Empresarios Austin and Williams, who give their approval; begging also that you may order whatever proceedings may be conducive to the interests of my principal. With the understanding that I offer to cultivate them in conformity with the provisions with the provisions [sic] of said law, and to comply with the other obligations of the same. Therefore: I beg that you may be pleased to accede to this petition, wherein I will receive favor and justice.

Town of [San Felipe de] Austin, October 1, 1833

[Signature missing]

Town of San Felipe de Austin, October 2, 1833

In conformity with article 9 of the contract that we have made with the Supreme Government of the State, and with the provisions of the additional article of the Instructions to commissioners dated April 25, 1830, we authorize our approval and consent for the attorney of José Leal to be put in possession of the six leagues of land that he requests as he has claimed them, and which are vacant.

Samuel M. Williams [paraph]

For himself and as attorney of his partner.

Honorable Alcalde and Commissioner,

The tract that I have surveyed for the attorney of Citizen José Leal is situated on the right or southern margin of the San Andrés River, consisting of six leagues of land. The survey commenced at a cottonwood situated on the right or southern margin of the aforesaid San Andrés River, which is marked with the letter J; thence ran a line from said cottonwood south 19° east 20,262 varas and set a stake for the second corner; thence from said stake ran a line south 71° west 5,000 varas and set another stake for the ~~second~~^{third} corner of this tract; thence from said stake ran another line south 19° east 2,526 varas and set another stake for the fourth corner of this tract; thence from said stake ran another line south 71° west 2,500 varas and set another stake for the fifth corner of this tract; and thence from said stake ran another line north 19° west 17,668 varas to the margin of said river, where another stake was planted for the sixth corner of the aforesaid tract; thence from this point followed the river downward with its meanders to the place of beginning, comprising thus six leagues of land, and it consists, according to my true knowledge and understanding, of one league of arable land and five leagues of

pastureland, its configuration being that which is shown on the plat that I enclose. = stricken = second =
not valid = interlined = third = valid = the stricken part = not valid = amended = five = valid. =

F. W. Johnson

[paragraph]

//plat

THIRD STAMP

[Seal: Treasury of the Free

FOR THE BIENNIUM OF

TWO REALES

State of Coahuila y Texas]

1830 AND 1831.

Most Excellent Honorable Sir. = [I,] José Leal, a Mexican Citizen by birth and resident for more
than four years in this colony, with the due respect state to Y[our] E[xcellency]: That, lacking lands for
agriculture and stock raising and desirous for the growth and progress of this Department, I beg that
Y[our] E[xcellency] may see fit to grant me in sale six leagues of land in the vacant tracts of this
Department of Texas, together or separate or in the form that may be most conducive to my interests;
offering to settle and cultivate them in the manner and form provided by law. I beg that Y[our]
E[xcellency] may be pleased to concede to me, for the payment of the fees for said leagues, the terms
indicated by the same law. = Therefore: = I ask and beg that Y[our] E[xcellency] may be pleased to
accede to this, my petition, wherein I will receive favor. = Town of [San Felipe de] Austin, August 23,
1830. = Most Excellent Honorable Sir. = In the name of my principal, I sign. = John Austin. = Leona Vicario
February 9, 1831. = In accordance with article 24 of the Colonization Law of March 24, 1825, I authorize
in sale to the petitioner the six leagues of land that he solicits in the place he indicates in the vacant
tracts of the state or in the place that may be most convenient to him, after the commissioner of the

Supreme General Government has demarcated sufficient [tracts] for payment of what the State owes the federation. The commissioner for the distribution of tracts in the enterprise to which the tracts solicited by the petitioner belong , or, in his absence, or if the tracts do not belong to any enterprise, the first or sole alcalde of the respective municipality, complying with the provisions given on this subject, will put him in possession of said leagues and will issue the corresponding title, previously classifying their quality for the designation of what he must pay the State, for which payment I concede him the terms designated by article 22 of the aforesaid law. Let the Secretariat give the interested party a copy of his petition and this decree, so that, presenting it to the commissioner, it may have the consequent effects. = Viesca = Santiago del Valle, Secretary.

THIRD STAMP
TWO REALES

[Seal: Treasury of the Free
State of Coahuila y Texas]

FOR THE BIENNIUM OF
1830 AND 1831.

It is a copy of its original which exists in the archive of the Secretariat of my charge, from which it was ordered taken by disposition of the E[xcellent] H[onorable] Governor. Leona Vicario, February 9, 1831.

Santiago del Valle [paraph]

Secretary

Third Stamp: 4 Reales. Validated by the State of Coahuila and Texas for the years 1832 and 33

Lesassier [paraph]

The interested party paid in this receiver's office of my charge 4 reales, cost of the foregoing stamp.
Samuel M. Williams [paraph]

In the town of San Felipe de Austin on the 26th day of the month of October of the year 1833: I, Citizen Luke Lesassier, constitutional alcalde of this town and its municipality, exercising the powers conferred upon me by the Supreme Government of this State by a decree issued in Leona Vicario on February 9, 1831, and in attention to the sale of six leagues of land authorized by the same Supreme Government in favor of Citizen José Leal, resident of Austin's Colony in this Department, as is evidenced by the superior decree of sale issued in the same Leona Vicario the same day of February 9 of the year of 1831 presented by his attorney, Citizen Robert M. Williamson, and copied on page 3 and its reverse of this record of the proceedings. And in attention to the superior order of the Most Excellent Honorable Vice Governor on the 29th of the month of January of the current year, circulated by the Honorable [Political] Chief of this Department on the 19th of February last, nullifying the measures dictated by the Supreme Government of the State to the effect that the citizens who have been conceded tracts cannot take possession of them until they have been designated by the Honorable Commissioner General of the Nation. And [given] that the six leagues claimed by the interested party do not belong to any of the places conferred to the Federation by the aforesaid order; and in view of the approval authorized by the Empresarios Austin and Williams found on the reverse of the first page of this record of the proceedings, since the tracts belong to the enterprise of said Empresarios: In conformity with the State Colonization Law of March 24, 1825, and in the name of the State, I confer upon and place the aforesaid attorney of Citizen José Leal in real, actual, corporal, and virtual possession of six leagues of land, the same that he requested and which the government sold to him on the San Andrés River, whose situation, boundaries, limits, and landmarks are demarcated in the field notes placed by the principal and scientific surveyor, Francis W. Johnson, on page 2 and its reverse of this record of the proceedings, with the configuration shown on the attached plat. The said tracts, according to the aforesaid field notes, appear to the surveyor to be arable in the quantity of one league, with five leagues of pastureland. I, the aforesaid alcalde and commissioner, exercising the powers that the law gives me, declare and classify them, for

the purposes of payment to the State, at 650 pesos, according to the provisions of article 24 of the aforesaid Colonization law of March 24, 1825, under the terms provided by article 22 of the same law, and under the penalties therein established. He being notified that within one year he must construct permanent landmarks at each corner of the tract, that he must cultivate it in conformity with the provisions of the same law, and that he will comply scrupulously with all that which is ordered in that and other laws.

Therefore, exercising the powers vested in me by the aforesaid decree of the Supreme Government of the State and other provisions of the same Government on the subject [and] by the laws and consequent instructions that govern me, I issue the present title and order that a *testimonio* be taken from it and delivered to the interested party so that he may possess, use, and enjoy the tracts that he has been sold; he, his children, heirs, and successors, or whoever from him or from them shall have cause or represent right, this being the will of the State. It is given in said town of San Felipe de Austin on the same date as above, which I sign with assisting witnesses according to the law. I certify.

L. Lesassier [paraph]

Assisting [witness]

Assisting [witness]

[blank]

C.C. Givens [paraph]

THIRD STAMP: TWO REALES

VALIDATED BY THE STATE OF COAHUILA AND TEXAS FOR THE BIENNIUM OF 1828 AND 29.

30 and 31
Williams [paraph]

In the town of San Felipe de Austin on the 8th day of the month of April of the year 1831, before me, the sole alcalde of said town, Citizen Francis W. Johnson, appeared in person the Mexican citizen and

resident of this town, José Leal, who I certify that I know, and he said: That having been conceded in sale by the Supreme Government of the State six leagues of land in the vacant tracts of the State in the place that may be most convenient to the interested party, according to the decree of February 9, 1831, said petition being known to the alcalde; by these presents he concedes ample and special power-of-attorney, and whatever the law may require, irrevocably, to the citizen of this locality, Robert M. Williamson, so that in his name and in representation of his person, right, share, and estate, he may present himself and effectively shall present himself to the respective commissioner or alcalde for the distribution and possession of said lands, who by and according to the aforesaid decree might be [appointed] and be most convenient, to request and demand legal possession of the said tracts until he shall have received them completely, with all of the requirements and solemnities of the law, for which purpose his principal submits to him the petition, resolved by the government of the State, also giving him full and ample power-of-attorney to sell said tracts or part of them, and to authorize in his principal's name the deeds and titles of sale, in the same way that the authorizer could were he present.

In which terms and so that it may be given the validation that it merits and corresponds to it to the full extent of the law, the authorizer signs with me before the assisting witnesses with whom I act according to law.

José ^{his} _{mark} Leal

Joseph Smith [paraph]

F.W. Johnson [paraph]

[s] Henry Cheves

Assisting [witness]

Assisting [witness]

Thomas Gay [paraph]

James Knight [paraph]

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THIRD STAMP: TWO REALES

VALIDATED BY THE STATE OF COAHUILA AND TEXAS FOR THE BIENNIUM OF 1828 AND 29.

30 and 31
Williams [paragraph]

[Text in English:] Jose Leal

To) Title Bond

R. M. Williamson [paragraph]

Filed April 1831

Office of the Register of Deeds
Texas
1831
Jose Leal



SPANISH TRANSLATION CERTIFICATION
Texas General Land Office

Austin, Texas, April 3, 2024

I certify that the foregoing eight (8) typed pages contain a correct translated copy of the original title issued to José Leal by the state of Coahuila y Texas existing in the Spanish Collection of this office in Box 22, Folder 27.

Juan Carlos Varela, Spanish Translator

I, Dawn Buckingham, M.D., Commissioner of the General Land Office of the State of Texas, do hereby certify that Juan Carlos Varela, whose signature is subscribed to the foregoing certificate, is the Spanish Translator of this office, duly qualified according to law, and that his official acts are entitled to full faith and credit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of said office to be affixed, the day and date first above written.

Commissioner Dawn Buckingham, M.D.