

1121 822

WARRANTY DEED WITH VENDOR'S LIEN

Date: December 29, 1994

DOC# 372271

Grantor: Terry P. Gilmore and Willis Jay Harpole, not joined herein by our wives for the reason the hereinafter described property forms no part of our homestead

Grantor's Mailing Address (including county):

P. O. Box 205
San Marcos, Texas 78667
Hays County

FILED FOR RECORD
DOC# 372271 #29
12-30-1994 02:37:45
RONNIE DANIELLEY
HAYS COUNTY

Grantee: Mayo-Halbert, Ltd, a Limited Partnership

Grantee's Mailing Address (including County):

1310 RR 620 South, Suite 200
Austin, Texas 78734
Travis County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) cash and other valuable consideration

Property (including any improvements):

TRACT I: Being 1,417.49 acres of land, more or less, out of the AMELIA WILSON SURVEY #13, ROBERT A. PACE SURVEY #105, FREDERICK P. MOREY SURVEY #2, JOHN E. DOSENBERRY SURVEY #3 AND THE JESSE WILLIAMS SURVEY #4, in Hays County, Texas, and being more particularly described by Exhibit "A" attached hereto and made a part hereof for all legal and relevant purposes.

TRACT II: Being 1.053 acres of land, more or less, out of the JESSE WILLIAMS SURVEY #4, in Hays County, Texas, and being more particularly described by Exhibit "B" attached hereto and made a part hereof for all legal and relevant purposes.

For purposes of ingress and egress to and from TRACT I, there is also conveyed to Grantees, their heirs and assigns, a twenty (20') foot non-exclusive ingress and egress easement described in Exhibit "A" along with a twelve (12') foot non-exclusive ingress and egress easement described in that certain instrument dated October 27, 1941, recorded in Volume 123, Page 176-177, Hays County Deed Records, reference to which instrument is hereby made for all legal and relevant purposes.

There is also conveyed to Grantee, its successors and assigns, the perpetual free and uninterrupted use and easement of passing and utilities service access in and along a certain non-exclusive easement and right of way seventy (70') feet in width across that certain 1,636.86 acre tract of land situated in the Jesse Williams Survey, Day Land & Cattle Company Survey, William Taylor Survey, William L. Clark Survey and the Benjamin Weed Survey, Hays County, Texas, conveyed to Terry P. Gilmore and Willis Jay Harpole by Deed dated December 22, 1994, and recorded in Volume 1120, Page 508, Hays County Official Public Records, which easement shall be for the benefit of and appurtenant to the 1417.49 acre tract described as Tract I and shall extend from FM 3237 running in an easterly direction along the most northerly boundary line of said 1636.86 acre tract to the west property line of the 1417.49 acre tract of land being conveyed herein. The road to be constructed shall be located within the easement area, provided, however, that should it become necessary to extend outside of the easement defined herein in order to maintain the aesthetics or to minimize the cost of construction of said road, Grantee shall be allowed to do so, and in such event, the width of the easement shall be increased to take in the road as finally built. The cost of construction of said road shall be shared equally between Grantor and Grantee.

OFFICIAL PUBLIC RECORDS
Hays County, Texas

There is further conveyed to Grantee, its successors and assigns, a convenience easement to be situated on the 1,636.86 acre tract described in that certain Deed to Terry P. Gilmore and Willis Jay Harpole recorded in Volume 1120, Page 508, Hays County Official Public Records, for the exclusive privilege of constructing and maintaining a dam or dams across Lone Man Creek, which easement will be upon, over and across a strip of land sixty (60') feet in width along the banks of Lone Man Creek as same meanders through the 1636.86 acre tract but limited to only such areas which are directly across from any of the property conveyed herein to Grantee. Grantee shall have a right of ingress and egress over, along and across the easement strip for purposes of constructing, maintaining, altering and/or inspecting any dam across Lone Man Creek which extends across from any of the property being conveyed to Grantee herein. Nothing contained herein shall grant or be construed to grant to Grantee the right (i) to use the easement strip for any purpose other than for the purposes set forth herein or (ii) to change the dimensions or location of the easement strip. Grantee further agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with the construction of any dam across Lone Man Creek. Upon completion, Grantee shall restore and clean up the surface of the land covered by the easement strip to substantially its prior condition to the full extent reasonably practicable. Grantee shall and hereby does indemnify and hold harmless Grantor and their heirs, successors and assigns, and any lender that holds a lien covering the property affected by Grantee's easement herein granted from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any of Grantee's operations hereunder or otherwise relating to the construction, maintenance, repair or inspection of any dam or dams constructed across Lone Man Creek. Grantor expressly reserves unto themselves, their heirs, successors and assigns, the right to use and enjoy the land covered by the easement strip for any purposes whatsoever, except insofar as said use and enjoyment unreasonably interferes with the rights hereby granted to Grantee.

In addition thereto, Grantor does hereby convey to Grantee, its successors and assigns, a convenience easement over the existing ranch roads and dams situated on the 1636.86 acre tract presently owned by Grantor to allow Grantee to gain access to and from the sixty (60') easement strip conveyed for dam construction and maintenance purposes. The right to use the ranch roads and dams shall be used by Grantee only as a convenience to assist in the construction, maintenance, and repair of any dams along Lone Man Creek which extend across from the property conveyed herein. Grantee shall not be entitled to use the ranch roads for any other purpose than for the purpose set forth herein, and shall not use the ranch roads or dams in any such way as to cause damage. Grantee shall indemnify Grantor or the owners of the 1636.86 acre tract for any damage caused to the ranch roads or dams as a result of the use provided herein.

Reservations From and Exceptions to Conveyance and Warranty:

Grantor hereby reserves for the benefit of themselves, their heirs, successors and assigns, a seventy (70') foot wide non-exclusive easement over and across the 1417.49 acre tract, the location of which is to be determined by the Grantor and Grantee and shall extend from the termination point of the seventy (70') foot wide easement conveyed to Grantee above and run through and across the 1417.49 acre tract to a 740 acre tract known as the Johnson tract. Such easement shall be for the use and benefit of Grantor at such time that Grantor acquires title to the 740 acre Johnson tract and shall terminate upon the occurrence of the following: (i) when and if Grantee acquires title to the 740 acre Johnson tract and (ii) Grantor no longer has a security (deed of trust or vendor's lien) interest in the 740 acre Johnson tract. The location of such easement may be identified by the filing of appropriate metes and bounds description and affidavit signed by both Grantor and Grantee identifying the specific location of the sixty (60') foot easement.

This conveyance is made and accepted subject to the following restrictive covenants

1. No building of any nature or kind shall be erected, built or kept closer than one hundred (100') feet from any roadway, or closer than fifty (50') feet from any and all other property lines.

2. No cess pools shall be dug or permitted on the property.
3. Septic tanks will be permitted on the property but their construction and location shall comply with all existing state, county, or other governmental regulations relating thereto.
4. No part of the property shall be used or maintained as a dumping ground for rubbish, garbage, trash or other waste material and same shall not be kept on the property except in sanitary containers for regular and frequent removal from the property.
5. No junk yard, pipe yard, wrecking yard or other similar business shall be allowed on the property.
6. No mobile home, modular home, or other not-on-site manufactured home or structures, of any kind, shall be permitted on the property. A mobile home is a "mobile home" within the meaning of this restriction even if its wheels shall have been removed and the structure set in a permanent foundation of slab and even if connected to water and electrical lines. No tents, campers, or trailers shall be used on any property for residential purposes.
7. No hogs, pigs or poultry may be kept on the property.
8. The restrictions, conditions and use limitations herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through or under them and all subsequent owners of each tract, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such parties shall be liable except in respect to breaches committed during his or their ownership of said property.
9. At any time, the owners may amend the restrictions set forth herein by filing an amendment in the office of the County Clerk of Hays County, Texas, except that, prior to the expiration of then (10) years from date hereof, no such amendment shall be valid or effective without the joiner of Douglas J. Barclay, Trustee.

This conveyance is further made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Grantee:

Mayo-Halbert, Ltd.

By: Robert W. Mayo

Grantor:

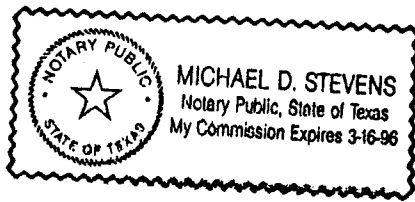
Terry P. Gilmore

Willis Jay Harpole

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on December 29th, 1994, by Terry P. Gilmore.

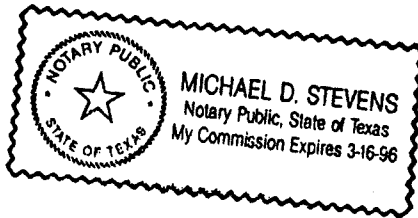


Michael D. Stevens
Notary Public, State of Texas
Notary's Printed Name:
Michael D. Stevens
My Commission Expires: 3-16-96

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on December 29th, 1994, by Willis Jay Harpole.

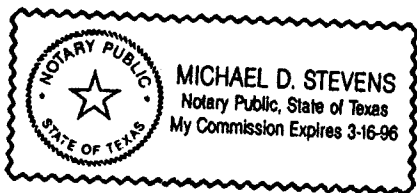


Michael D. Stevens
Notary Public, State of Texas
Notary's Printed Name:
Michael D. Stevens
My Commission Expires: 3-16-96

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on December 29th, 1994, by Robert W. Mayo, of Mayo-Halbert, Ltd., a Texas Limited Partnership on behalf of said limited partnership.



Michael D. Stevens
Notary Public, State of Texas
Notary's Printed Name:
Michael D. Stevens
My Commission Expires: 3-16-96

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

1121 826

1417.49 ACRES

ALL OF THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE AMELIA WILSON SURVEY #13, THE ROBERT A. PACE SURVEY #105, WHICH IS IN CONFLICT WITH THE AMELIA WILSON SURVEY #13, THE FREDERICK P. MOREY SURVEY #2, THE JOHN E. DOSENBERRY SURVEY #3, AND THE JESSE WILLIAMS SURVEY #4, ALL IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 3141.54 ACRE TRACT OF LAND DESCRIBED BY DEED TO WINNIE ARNETT PHILLIPS IN VOLUME 91, PAGE 416 OF THE HAYS COUNTY DEED RECORDS, BEING SURVEYED BY RALPH HARRIS SURVEYOR, INC. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING in the approximate centerline of an old rock wall where it forms a corner at the northwest corner of said Phillips Tract, said corner being the southwest corner of that certain 479.45 acre tract of land described as The First Tract in deed to R.R. Bridges in Volume 158, Page 105 of said deed records, being an angle point in that certain 400 acre tract of land described as Tract One in deed to Joseph Jaworski in Volume 265, Page 331 of said deed records, and being the POINT OF BEGINNING hereof, from which point of beginning a 1/2" rebar set for reference at an angle post in a deer proof fence bears N 85° 30' 45" E 6.95 feet

THENCE, with the approximate centerline of the old rock wall, being the occupied south line of said Bridges Tract and the occupied north line of said Phillips Tract, along which a wire fence is more or less 5 feet from and north of said centerline of rock wall, the following three calls:

N 88° 57' 55" E 3637.08 feet, from which point
a 1/2" rebar set for reference bears
S 03° 22' 50" E 1.16 feet

N 88° 59' 58" E 1958.22 feet, from which point
a 1/2" rebar set for reference bears
S 05° 45' 52" E 2.10 feet

N 89° 07' 05" E 870.00 feet to a 1/2" rebar set
at the intersection of a gap made in the centerline
of said rock wall and the fenced east line of this
tract, for the northeast corner hereof, from which
point the north/south fence joins the east/west
wire fence at N 00° 08' 21" E 5.7 feet

THENCE, with the fence, the following six calls:

S 00° 08' 21" W 866.86 feet to a 1/2" rebar set

S 00° 18' 39" W 2269.30 feet to a 1/2" rebar set

S 00° 28' 51" W 328.06 feet to a 60-D nail set
in a post

S 00° 33' 03" W 842.38 feet to a 1/2" rebar set

S 00° 43' 01" W 820.46 feet to a 1/2" rebar set

S 00° 48' 37" W 2395.87 feet to a 1/2" rebar set
at a fence post at a gap in said fence

THENCE, S 00° 08' 46" W 63.54 feet to a 1/2" rebar set at a fence post
at the end of said gap in fence.

THENCE, with the fence, the following two calls:

S 01° 05' 18" W 388.56 feet to a 1/2" rebar set

S 01° 02' 05" W 1301.29 feet to a 1/2" rebar set
at a fence post in the occupied south line of said
Phillips tract and the occupied north line of that
certain tract of land described by deed to T.C.
Johnson, Jr. in Volume 94, Page 503 of said Deed
Records for the southeast corner hereof

EXHIBIT "A"

1121 827

METES AND BOUNDS DESCRIPTION

1417.49 ACRES

PAGE 2

THENCE, with the occupied south line of said Phillips tract and the occupied north line of said Johnson Tract as found fenced and used upon the ground, the following ten calls:

- S 89° 55' 05" W 919.24 feet to a 1/2" rebar set
- S 89° 45' 50" W 2965.76 feet to a 1/2" rebar set
- S 89° 58' 33" W 362.65 feet to a 60-D nail set in a fence post
- S 87° 52' 52" W 137.00 feet to a 60-D nail set in a fence post
- N 72° 51' 19" W 56.98 feet to a 60-D nail set in a fence post
- S 83° 17' 08" W 100.54 feet to a 60-D nail set in a fence post
- S 89° 00' 27" W 237.98 feet to a 60-D nail set in a fence post
- N 88° 35' 20" W 110.87 feet to the beginning of a deer proof fence
- N 89° 52' 36" W 180.24 feet with said deer proof fence to the intersection of the deer proof fence and an older wire fence which runs in a southerly direction
- S 07° 04' 41" W 2.50 feet with said older wire fence to a 60-D nail set in a corner post occupying the southerly northeast corner of that certain 2177 acre tract of land described by deed to Jim Smith in Volume 275, Page 748 of said deed records.

THENCE, with said older wire fence occupying the north line of said Smith Tract which is more or less 3 feet south of a newer deer proof fence, the following 8 calls:

- S 89° 58' 15" W 451.94 feet
- N 89° 37' 44" W 446.62 feet
- S 88° 16' 11" W 281.91 feet
- S 87° 13' 05" W 168.94 feet
- N 87° 24' 43" W 73.68 feet
- S 71° 30' 03" W 76.45 feet to a 60-D nail set in a large cedar tree
- S 55° 02' 35" W 127.89 feet
- S 63° 11' 21" W 106.06 feet to a 60-D nail set in a large cedar tree where said older wire fence and said deer proof fence join together and said older wire fence ends

THENCE, following said deer proof fence occupying the north line of said Smith Tract, the following five calls:

- N 55° 22' 58" W 65.74 feet to a 60-D nail set in a 6 inch Live Oak

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION 1121 828

1417.49 ACRES

PAGE 3

N 64° 53' 17" W 79.44 feet to a 60-D nail set in a fence post

N 62° 05' 55" W 85.33 feet to a 60-D nail set in a 3 inch cedar

N 77° 24' 49" W 68.90 feet to a 60-D nail set in a fence post

N 60° 34' 10" W 136.95 feet to a 1/2" rebar set

THENCE, N 42° 52' 30" W 56.75 feet to an angle point in the approximate centerline of a rock wall, said point called to be the southwest corner of said Phillips Tract, for the southwest corner hereof, from which point a 1/2" rebar set for reference in said deer proof fence bears N 71° 47' 10" E 3.87 feet

THENCE, with the approximate centerline of said rock wall and the occupied northerly east line of said Smith Tract, the following eight calls:

N 21° 33' 51" W 269.00 feet from which point a 1/2" rebar set for reference in said deer proof fence bears N 85° 57' 14" E 3.17 feet

N 01° 55' 17" E 527.71 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 79° 33' 36" E 6.07 feet

N 05° 06' 41" E 96.36 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 72° 34' 46" E 8.21 feet

N 08° 19' 13" E 127.15 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 68° 32' 32" E 2.90 feet

N 02° 40' 08" W 267.98 feet from which point a 1/2" rebar set for reference in said deer proof fence bears N 67° 48' 51" E 4.22 feet

N 06° 29' 50" W 556.57 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 84° 26' 38" E 3.30 feet

N 08° 13' 30" E 591.59 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 51° 11' 13" E 2.78 feet

N 43° 05' 53" E 1448.44 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 86° 17' 39" E 3.99 feet, a double 16" Live Oak marked \times bears N 86° 30' E 82.3 feet and a 1/2" rebar found in the fenced north line of said Smith Tract, being the occupied south line of said Jaworski Tract bears N 05° 42' 46" W 141.85 feet

THENCE, continuing with the approximate centerline of said rock wall, N 02° 01' 33" W crossing said Smith/Jaworski fence line at 141.5 feet and continuing on the same course a total distance of 1350.96 feet, from which point a 1/2" rebar set for reference in said deer proof fence bears N 84° 06' 49" E 6.31 feet

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

1121 829

1417.49 ACRES

PAGE 4

THENCE, continuing with the approximate centerline of said rock wall and the occupied east line of said Jaworski Tract, along which the remnants of a wire fence is more or less 5 feet from and west of said centerline of rock wall, the following six calls:

N 02° 41' 10" W 845.22 feet from which point a 1/2" rebar set for reference in said deer proof fence bears N 89° 21' 58" E 4.96 feet

N 01° 38' 13" W 423.25 feet from which point a 1/2" rebar set for reference in said deer proof fence bears N 74° 56' 14" E 5.83 feet

N 01° 59' 46" E 765.75 feet from which point a 1/2" rebar set for reference in said deer proof fence bears N 88° 23' 47' E 4.50 feet

N 00° 51' 48" W 775.23 feet from which point a 1/2" rebar set for reference in said deer proof fence bears N 86° 21' 55" E 4.48 feet

N 01° 11' 24" W 373.02 feet from which point a 1/2" rebar set for reference in said deer proof fence bears S 88° 03' 53" E 4.31 feet

N 01° 23' 27" W 1107.09 feet to the POINT OF BEGINNING and containing 1417.49 acres of land, more or less.

A 20 foot ingress-egress easement was created to serve this tract, said easement described as follows:

BEGINNING at the northeast corner of the 1417.49 acre tract for the northwest corner and POINT OF BEGINNING hereof

THENCE, with the approximate centerline of said rock wall and the occupied north line of said Phillips Tract, the following seven calls:

N 89° 08' 19" E 1402.73 feet, from which point a 1/2" rebar set for reference bears S 11° 55' 49" E 1.78 feet

N 88° 57' 34" E 1650.99 feet, from which point a 1/2" rebar set for reference bears S 03° 29' 26" W 1.86 feet

N 88° 27' 41" E 1086.88 feet, from which point a 1/2" rebar set for reference bears S 01° 41' 08" E 1.48 feet

N 88° 59' 22" E 1288.71 feet, from which point a 1/2" rebar set for reference bears S 05° 23' 27" W 1.50 feet

S 88° 45' 32" E 615.34 feet, from which point a 1/2" rebar set for reference bears S 06° 50' 18" W 1.50 feet

S 88° 27' 09" E 729.64 feet, from which point a 1/2" rebar set for reference bears S 05° 21' 03" W 1.50 feet

EXHIBIT "A"

1121 830

METES AND BOUNDS DESCRIPTION

1417.49 ACRES

PAGE 5

S 89° 28' 51" E passing at 285.8 feet the southwest corner of a 12' access easement conveyed to Mrs. Ella M. Dunn and Mrs. Winnie Phillips in Volume 123, Page 177 of the Hays County Deed Records and continuing on the same course for a total distance of 314.52 feet to the southeast corner of a 12' access easement conveyed to Mrs. Ella M. Dunn and Mrs. Winnie Phillips in Volume 123, Page 176 of the Hays County Deed Records for the northeast corner hereof

THENCE, S 00° 31' 09" W 20.00 feet

THENCE, along a line 20 feet from and Parallel with the said occupied north line of said Phillips Tract, the following seven courses:

N 89° 28' 51" W 314.70 feet

N 88° 27' 09" W 729.76 feet

N 88° 45' 32" W 614.89 feet

S 88° 59' 22" W 1288.23 feet

S 88° 27' 41" W 1086.87 feet

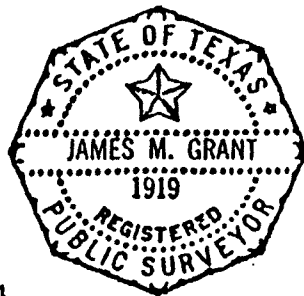
S 88° 57' 34" W 1651.11 feet

S 89° 08' 19" W 1403.11 feet to the fenced east line of said 1417.49 acre tract

THENCE, with the fence on the east line of said 1417.49 acre tract, N 00° 08' 21" E 20.00 feet to the POINT OF BEGINNING

AS SURVEYED BY:
RALPH HARRIS SURVEYOR, INC.

James M. Grant
JAMES M. GRANT
REG. PUB. SUR. #1919
1406 Hether
Austin, TX 78704



B12:philips.141

Updated December 9, 1994

S. CRAIG HULLMIG, INC.
CONSULTING ENGINEERS - SURVEYORS
410 N. BEGUIN STREET
NEW BRAUNFELS, TEXAS 78130-5085

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN SOCIETY OF CIVIL ENGINEERS

1121 831

TEXAS SURVEYORS ASSOCIATION
TELEPHONE: (210) 625-8555

WATER SYSTEMS • SEWER SYSTEMS • SUBDIVISIONS • LAND PLANNING • STREETS • DRAINAGE • SURVEYING

FIELD NOTES
FOR
A 1.053 ACRE TRACT

Being a 1.053 acre tract of land out of the Jesse Williams Survey No. 4, Hays County, Texas, and being out of the Northeast portion of a tract called 1636.86 acres described in Volume 442, Pages 613-628 of the Deed Records of Hays County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of S 89° 46' W along the South line of the above referenced tract, and all bearings and distances referred to in this description as record calls are taken from Volume 442, Pages 613-628 of the Deed Records of Hays County, Texas, said 1.053 acre tract being more particularly described as follows:

BEGINNING: At an iron pin found at a fence post on the Northeast high bank of Lone Man Creek, for a corner of the above referenced tract, for the Northwest corner of this tract, said Point of Beginning also being in the Southwest line of the Phillips tract, called 3141.54 acres, recorded in Volume 91, Page 416 of the Deed Records of Hays County, Texas, said Point of Beginning also being S 14° 11' 33" W 3755.15 feet from an iron pin found at the most Northerly Northeast corner of the above referenced tract;

THENCE: Along a North fenced line of the above referenced tract, the South fenced line of said Phillips Tract, S 60° 16' 18" E 136.33 feet, a nail found in fence post, S 76° 51' 21" E 69.58 feet, a nail found in Cedar tree, (record call for last two calls - S 65° 42' E - 203.33 feet) S 61° 42' 57" E 85.05 feet, a nail found in fence post (record S 61° 24' E - 85.63 feet) S 69° 42' 58" E 17.55 feet, a fence post (record S 71° 06' E - 17.17 feet) S 63° 03' 09" E 62.20 feet, a nail found in Oak tree (record S 63° 01' E - 61.87 feet) and S 55° 15' 03" E 65.53 feet (record S 54° 46' E - 66.22 feet) to a nail found in Cedar tree, for a corner of the above referenced tract, a corner of said Phillips Tract, for a corner of this tract;

THENCE: Leaving the approximate high bank of Lone Man Creek and continuing along the South fenced line of said Phillips Tract, a North fenced line of the above referenced tract, N 59° 40' E 100.03 feet to an iron pin set in same, for the Northeast corner of this tract;

THENCE: Into the above referenced tract, S 01° 39' 30" W passing an iron pin set at 108.66 feet and continuing on along a total distance of 158.66 feet to the approximate centerline of Lone Man Creek, for the Southeast corner of this tract;

1121 832

Page 2: 1.053 Acre Tract

THENCE: Along the approximate centerline of Lone Man Creek, N 54° 56' 45" W 200.80 feet, N 83° 57' 45" W 88.92 feet, S 88° 36' 53" W 99.33 feet, and S 75° 52' 40" W 83.92 feet to a point in same, for the Southwest corner of this tract;

THENCE: N 09° 35' 26" W passing an iron pin set on a bank, more or less, of said Lone Man Creek at 50.0 feet and continuing on along a total distance of 221.93 feet to the Point of Beginning and containing 1.053 acres of land, more or less.

The foregoing field notes represent the results of an on-the-ground survey made under my supervision, December 22, 1994.

Richard A. Goodwin
RPLS #4069

Job #94722B

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

DEC 30 1994



Donna D. Dammley
COUNTY CLERK
HAYS COUNTY, TEXAS