



MICHAEL PATRICK SAGEBIEL,
MARY KATHRYN STRICKLAND, AND
JOE ALFRED SAGEBIEL

TO

TOMME J. HARTGROVE, TRUSTEE
OF THE WESTERN GROUP, L.L.C.
DEFINED BENEFIT PLAN & TRUST

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF GILLESPIE

§

KNOW ALL MEN BY THESE PRESENTS:

DATE: SEPTEMBER 21, 2007

GRANTOR: MICHAEL PATRICK SAGEBIEL, joined pro forma by wife, PEGGY SUE SAGEBIEL, MARY KATHRYN STRICKLAND, joined pro forma by husband, RICHARD L. STRICKLAND, II, and JOE ALFRED SAGEBIEL, joined pro forma by wife, MADELINE SAGEBIEL

GRANTEE: TOMME J. HARTGROVE, TRUSTEE OF THE WESTERN GROUP, L.L.C. DEFINED BENEFIT PLAN & TRUST

DOMINANT ESTATE PROPERTY:

BEING an 89.3 acre tract of land, more or less, situated in Gillespie County, Texas, being part of the Augustus V. Schott Survey No. 231, Abstract No. 641, and being part of that 389.342 acre tract of land described in a conveyance by Partition Deed to Michael Patrick Sagebiel, dated January 30, 1990, found of record in Volume 197, pages 455-481 of the Real Property Records, Gillespie County, Texas. Said 89.3 acre tract of land is more particularly described by metes and bounds on EXHIBIT "A" attached hereto and made a part hereof for all pertinent purposes.

SERVIENT ESTATE PROPERTY:

Tract I: Being 389.342 acres of land, more or less, comprised of parts of the following surveys with their respective acreages: 140.723 acres of land out of Survey No. 703, J. J. Solomon, Abstract No. 1438; 39.414 acres of land out of Survey No. 505, James H. Maxwell, Abstract No. 1123; 105.182 acres of land out of Survey No. 232, W. F. H. Davis, Abstract No. 182; 101.993 acres of land out of Survey No. 231, Augustus V. Shott, Abstract No. 641 and 2.031 acres of land out of Survey No. 215, Stephen Townsend, Abstract No. 679 in Gillespie County, Texas. Said 389.342 acre tract of land being described by metes and bounds on EXHIBIT "B", attached hereto and made a part hereof. SAVE AND EXCEPT

therefrom that certain 11.960 acres described in Deed dated June 12, 2002, executed by Michael Patrick Sagebiel to Louise J. Lewis, recorded in Volume 463, Page 841, Official Public Records of Gillespie County, Texas, and SAVE AND EXCEPT therefrom that 89.3 acre tract of land, more or less, situated in Gillespie County, Texas, being part of the Augustus V. Schott Survey No. 231, Abstract No. 641, and being part of that 389.342 acre tract of land described in a conveyance by Partition Deed to Michael Patrick Sagebiel, dated January 30, 1990, found of record in Volume 197, pages 455-481 of the Real Property Records, Gillespie County, Texas. Said 89.3 acre tract of land is more particularly described by metes and bounds on EXHIBIT "A" attached hereto and made a part hereof for all pertinent purposes.

Tract II: Being 309.359 acres of land, more or less, comprised of the following Surveys with their respective acreages: 290.856 acres of land out of Survey No. 232, W. F. H. Davis, Abstract Number 182 and 18.503 acres of land out of Survey Number 215, Stephen Townsend, Abstract Number 679 in Gillespie County, Texas. Said 309.359 acre tract of land being more particularly described by metes and bounds on EXHIBIT "C" attached hereto and made a part hereof for all pertinent purposes.

Tract III: Being 433.466 acres of land, more or less, comprised of parts of the following Surveys with their respective acreages: 350.313 acres of land out of Survey Number 232, W.F.H. Davis, Abstract Number 182 and 83.153 acres of land out of Survey No. 215, Stephen Townsend, Abstract No. 679 in Gillespie County, Texas. Said 433.466 acre tract of land being more particularly described by metes and bounds on EXHIBIT "D" attached hereto and made a part hereof for all pertinent purposes.

EASEMENT PROPERTY:

BEING a 3.05 acre tract of land, more or less, and being all of that 0.191 acre tract of land described in a Partition Deed found of record in Volume 197, Pages 455-481 of the Real Property Records of Gillespie County, Texas, and being all of that 2.224 acre tract of land described in a conveyance by Quitclaim Deed to Joe Sagebiel, et al, by Clarence Schroeder, et al, found of record in Volume 197, Pages 445-447 of said Real Property Records, and being part of a 1.58 acre tract of land being parts of those FIRST & SECOND tracts of land described in a conveyance to Winnie Lee found of record in Volume 143, Pages 332-334 of the Deed Records of Gillespie County, Texas, and being part of that ½ acre tract of land described in a conveyance to Fitzhugh Lee by Marion M. Lee, et ux, dated August 9, 1965, found of record in Volume 86, Pages 591-592 of the Deed Records, Gillespie County, Texas and being more particularly described on EXHIBIT "E" attached hereto and made a part hereof for all pertinent purposes;

EASEMENT PURPOSE:

The purpose for providing pedestrian and vehicular ingress and egress between Ranch Road 1323 and the 5.24 acres of land, more or less, being more particularly described on EXHIBIT "F" attached hereto. The 3.05 acre and 5.24 acre tracts described herein together are a private road known as "Box Canyon Trail" and together provide access from RR 1323 to the 89.3 acre tract described in EXHIBIT "A" attached hereto. It is expressly agreed and understood that the Access Easement, rights, and privileges herein conveyed to Grantee are limited to pedestrian, passenger and vehicular traffic for ingress and egress to the Dominant Estate Property.

CONSIDERATION:

Cash in hand paid, the further consideration of the easement grant and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and stipulated.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

A. Reservations: Grantor reserves the following rights to be exercised in combination with ownership of all or a part of the Servient Estate Property:

(1) Reserved Rights. For Grantor and Grantor's heirs, successors, and assigns forever, the right to continue to use and enjoy the surface of the Easement Property for all purposes directly related to the servient tenement which do not unreasonably interfere with the use or enjoyment of the easement, including the construction of cattleguards across the easement.

(2) Nonexclusive Rights. For Grantor and Grantor's heirs, successors and assigns forever, the right to convey the same or other rights and easements to others as an appurtenant easement for substantially the same purpose, so long as any further conveyance is subject to this grant.

B. Exceptions.

Subject to all rights-of-way, easements, restrictions and mineral reservations as the same may be found of record in the Office of the County Clerk of Gillespie County, Texas.

AGREEMENT:

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, GRANTS, SELLS AND CONVEYS to Grantee an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, successors, or assigns forever. Grantor, except as to the Reservations From and Exceptions to Conveyance and Warranty binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the easement to Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through and under Grantor, but not otherwise.

A. EASEMENT TERMS AND CONDITIONS:

The easement is subject to the following terms and conditions:

1. Agreements of Grantor.

Grantor agrees not to:

- a. Interference. Unreasonably interfere with the use or enjoyment of the easement.
- b. Construction of Improvements. Construct improvements on or under the Easement Property, which would unreasonably interfere or interrupt the use or enjoyment of the easement.

Grantor agrees to:

- a. Maintenance. Improve, repair, and maintain the Easement Property in a drivable, neat and clean condition pursuant to the provisions hereinafter provided.

2. Agreements of Grantee. Grantee agrees to:

- a. Maintenance. Improve, repair and maintain the Easement Property in a drivable, neat and clean condition pursuant to the provisions hereinafter provided.

3. Limitations on Grantee. Grantee agrees not to:

- a. Hazardous Materials. Cause or knowingly authorize environmentally hazardous materials to be transported on the easement; and

b. Nuisance. Knowingly cause, authorize, or fail to halt any common law nuisance to occur on the Easement Property.

4. Mutual Agreements. Grantor and Grantee agree:

a. Character of Easement. The easement granted is appurtenant to, and will run with, the Dominant Estate Property, and portions thereof, whether or not it is referenced in any conveyance of the Dominant Estate Property, and/or any portion of it.

b. Duration of Easement. The easement is perpetual.

c. Exclusiveness of Easement. The easement is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance or conveyances are subject to this grant.

d. Construction of Road and Fence. Grantor, Michael Patrick Sagebiel, at his expense, shall improve the current road over and across the Easement Property commencing in November, 2007, weather permitting, pursuant to road construction bid given by Shelton Durst. Thereafter, the cost of upkeep, maintenance and improvements to the roadway shall be shared equally between Grantor and Grantee (1/4th each). The width of the finished road bed shall be a minimum of twelve feet. The road shall be topped with a minimum of 6" of crushed limestone. Proper drainage and culverts shall be installed. During the period of road construction, Grantor and Grantee shall be permitted to travel across the road being constructed for ingress and egress to their property. Arrangements shall be made with the road contractor as to the times of day the Grantor and Grantee need to travel on the road.

Grantee shall have the right to pave the roadway or any portion thereof or top the roadway or any portion thereof with a material other than crushed limestone, but in such event Grantee shall solely bear the cost of such construction and all future maintenance associated therewith. A 16' wide electric gate may be installed at Grantee's discretion and expense at the Box Canyon Trail entrance. In such event, Grantee shall provide all property owners using the Easement with a gate opener and codes at no expense. Cattleguards may be erected by any owner desiring to cross-fence at his own expense provided the cattleguard is at least 16' in width and proper drainage is installed.

All matters concerning the configuration, construction, installation, maintenance and improvement of the Roadway which require the joint payment therefor shall be agreed to by Grantor and Grantee in advance in writing. A party who makes improvements without the mutual agreement of the other party in advance in writing shall do so at his own expense unless this Agreement is otherwise modified in a writing and signed by the Grantor and Grantee.

Grantee, at Grantee's expense, shall replace the existing fence commencing at the entrance of the easement property and RR 1323 along the entire west side of the 3.05 acre Easement Property within thirty (30) days, weather permitting, of the completion of the road construction described herein. The fence shall be a barb wire fence containing no less than six (6) strands and t-posts approximately every ten feet (10').

e. Limitation of Warranties. Except for the warranties of title, there are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Agreement.

f. Allocation of Responsibility. Each party is responsible for loss or liability caused by such party, or by those using the easement on the basis of such party's invitation or consent.

g. Limitation on Assignment and Exercise. Any assignments or exercise of this easement by Grantee or of the Grantor's rights in this Agreement are prohibited except to the extent the easement remains appurtenant to the Dominant Estate Property and the Grantor's rights in this Agreement are based upon ownership of the Servient Estate Property; notwithstanding the foregoing, Grantor reserves the right to modify the existing easement rights of Louise J. Lewis.

B. REMEDIES:

1. Equitable Rights of Enforcement. In the event of any unreasonable interference or threatened unreasonable interference with the easement, this Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with its terms, which restraining orders and injunctions will be obtainable upon proof of the existence of such unreasonable interference or threatened unreasonable interference, and with the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the holder or lienholder of the easement or part of it; provided, however, this is not to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

2. Alternative Dispute Resolution. Grantor and Grantee agree to submit in good faith to mediation before filing a suit for damages.

C. MISCELLANEOUS:

1. Attorney's Fees and Court Costs. If either party retains an attorney to enforce the terms of this instrument, the prevailing party in litigation is entitled to recover reasonable attorney's fees and court costs.

2. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties to be bound by it.

3. Binding Effect. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors, and assigns where not prohibited by this Agreement; thus, the term "Grantor" and "Grantee" includes the successors, heirs, and assigns of each party.

4. Choice of Law. This Agreement is subject to and governed by the laws of the State of Texas. Each party submits to the jurisdiction of the state courts in the State of Texas and to venue in the county in which the Easement Property is situated.

5. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts are to be construed together and will constitute one and the same instrument, and the signature pages of each document may be attached to one instrument for convenience or for recording.

6. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or for any breach or default by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any breach or default by any party in the performance by such party of the same or any other obligation of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

7. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and all such transactions.

8. Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein. Grantee is signing below to evidence Grantee's acceptance of and agreement to all of the terms and provisions hereof.

9. Legal Construction. If one or more of the provisions of this Agreement are invalid, illegal or unenforceable in any respect, to the extent the invalidity or unenforceability does not destroy the basis of the bargain among the parties, it will not affect any other provision and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never existed. When required by the context, singular nouns and pronouns include the plural and the neuter includes the masculine or feminine gender. The Article and Section headings are for convenience of reference only and are not intended to limit or define the text. This Agreement is

not to be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Notices. Any notice or communication required or permitted hereunder will be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown, and if not shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner will be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered in the same manner.

11. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

12. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean and refer to calendar days. Business days exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation falls on a Saturday, Sunday or Texas legal banking holiday, that obligation will be performable on the next following business day.

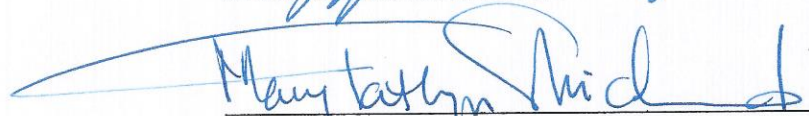
13. Presumption Concerning Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all of the parties to this Agreement have contributed substantially and materially to the preparation of this Agreement.

Dated this 21st day of September, 2007.

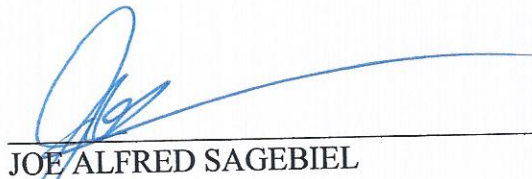
GRANTOR:


MICHAEL PATRICK SAGEBIEL


PEGGY SUE SAGEBIEL


MARY KATHRYN STRICKLAND


RICHARD L. STRICKLAND, II



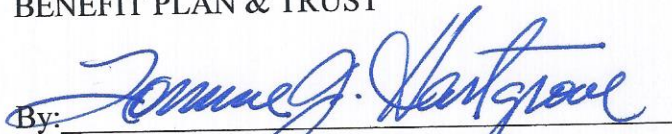
JOE ALFRED SAGEBIEL



MADELINE SAGEBIEL

GRANTEE:

THE WESTERN GROUP DEFINED
BENEFIT PLAN & TRUST

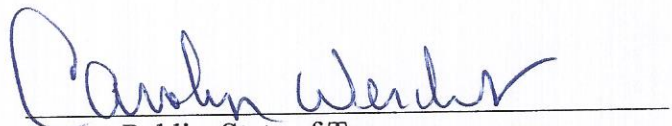
By: 

TOMME J. HARTGROVE, Trustee

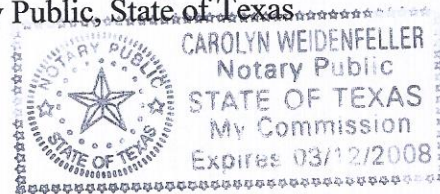
THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 21 day of
Sept, 2007, by MICHAEL PATRICK SAGEBIEL and wife, PEGGY SUE
SAGEBIEL.



Notary Public, State of Texas

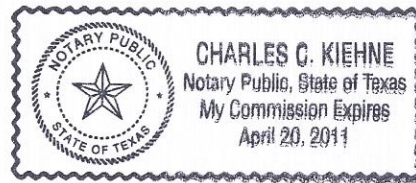


THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 20th day of September, 2007, by MARY KATHRYN STRICKLAND and husband, RICHARD L. STRICKLAND, II.

Charles C. Kiehne
Notary Public, State of Texas

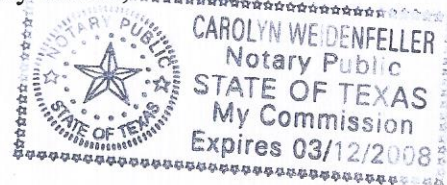


THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 20th day of September, 2007, by JOE ALFRED SAGEBIEL and wife, MADELINE SAGEBIEL.

Carolyn Weidenfeller
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 21st day of September, 2007, by TOMME J. HARTGROVE, Trustee of THE WESTERN GROUP DEFINED BENEFIT PLAN & TRUST.



Pat Finnegan McGowan
Notary Public, State of Texas

EXHIBIT "A"

89.3 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 89.3 acres of land, more or less, made at the request of Michael Sagebiel. Said land is situated in Gillespie County, Texas, being part of the Augustus V. Schott Survey No. 231, Abstract No. 641, and being part of that 389.342 acre tract of land described in a conveyance by Partition Deed to Michael Patrick Sagebiel, dated January 30, 1990, found of record in Volume 197, pages 455-481 of the Real Property Records of Gillespie County, Texas.

Said 89.3 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a pipe fence corner post found set, for the S.E. corner of that 76.62 acre tract of land described in a conveyance to Sara Yvonne Bowden found of record in Volume 324, pages 141-145 of said Real Property Records, for the most westerly S.W. corner of said 389.342 acre Sagebiel tract, for the S.W. corner of this tract of land, from which the South line of said Survey No. 231 bears South approximately 0.7 vara;

THENCE with the East line of said 76.62 acre tract and a West line of said 389.342 acre tract, N. 0 deg. 31 min. 20 sec. W., generally along a meandering fence, 2112.59 feet to a pipe fence corner post found set, for a southerly corner of that 58.64 acre tract of land described in a conveyance to V. James Rocco found of record in Volume 307, pages 471-475 of said Real Property Records, for the N.E. corner of said 76.62 acre tract, for the most westerly N.W. corner of said 389.342 acre tract, for the N.W. corner of this tract of land;

THENCE with the South line of said 58.64 acre tract and a North line of said 389.342 acre tract, N. 89 deg. 22 min. 20 sec. E., generally along a meandering fence, 2101.01 feet to a point at a fence corner, for the S.E. corner of said 58.64 acre tract, for a reentrant corner of said 389.342 acre tract, for the N.E. corner of this tract of land, from which a pipe fence corner post bears S. 7 deg. 27 min. W. 0.7 feet and a 60d nail found set in the base of a 12" Live Oak tree bears S. 26 deg. 10 min. 40 sec. W. 63.81 feet and the East line of said Survey No. 231 bears East approximately 1 vara;

THENCE over and across said 389.342 acre tract, S. 0 deg. 09 min. 20 sec. W. 1606.44 feet to a 1/2 inch steel bar found set, for the N.E. corner of that 11.96 acre tract of land described in a conveyance to Louise J. Lewis by Michael Patrick Sagebiel, et ux, dated June 12, 2002, found of record in Volume 463, pages 841-850 of the Official Public Records of Gillespie County, Texas, for the E.S.E. corner of this tract of land;

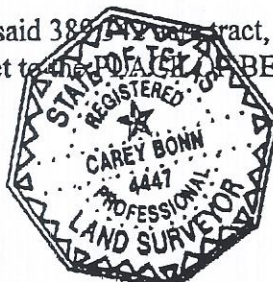
THENCE with the North and West lines of said 11.96 acre tract, as follows:

S. 89 deg. 02 min. 20 sec. W. 1038.34 feet to a point, from which a 1/2 inch steel bar found reset at a pipe post bears N. 43 deg. E. 0.32 feet;

S. 0 deg. 49 min. 05 sec. E. 496.79 feet to a 1/2 inch steel bar found set in a South line of said 389.342 acre tract, being approximately 2 feet South of a fence, for the S.W. corner of said 11.96 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the South line of said 389.342 acre tract, S. 89 deg. 10 min. 55 sec. W., generally along and South of a fence, 1046.27 feet to the POINT OF BEGINNING.

Surveyed April 10, 2007



Carey Bonn
Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

Exhibit "B"

Page 1 of 2

BEING 389.342 acres of land, more or less, comprised of parts of the following surveys with their respective acreages: 140.723 acres of land out of Survey Number 703, J.J. Solomon, Abstract Number 1438; 39.414 acres of land out of Survey Number 505, James H. Maxwell, Abstract Number 1123; 105.182 acres of land out of Survey Number 232, W.F.H. Davis, Abstract Number 182; 101.993 acres of land out of Survey Number 231, Augustus V. Shott, Abstract Number 641 and 2.031 acres of land out of Survey Number 215, Stephen Townsend, Abstract Number 679 in Gillespie County, Texas. Said 389.342 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a one half inch steel pin set by a cedar fence corner post for the southwest corner of Survey Number 395, M.A. Filmore, Abstract Number 1005 and being the most easterly corner of this tract. Said Beginning point also being the southeast corner of tract one a 13 acre tract of land described in a deed to Victor G. Sagebiel recorded in Volume 67, Pages 430 et. seq., of the Deed Records of Gillespie County, Texas;

THENCE with the east line of this tract the following nine calls:

South 80° 59' 43" West, a distance of 2688.26 feet to a one half inch steel pin set, from which a 60-D nail set in the base of a 6 inch Live Oak tree marked III, bears South 23° 36' 00" West, a distance of 62.46 feet;

South 00° 34' 06" East, a distance of 4340.93 feet to a one half inch steel pin set;

South 44° 19' 05" West, a distance of 564.78 feet to a one half inch steel pin set;

South 00° 40' 57" East, a distance of 1706.08 feet to a one half inch steel pin set;

South 89° 30' 26" West, a distance of 237.30 feet to a one half inch steel pin set;

South 00° 18' 37" East, a distance of 1335.21 feet to a one half inch steel pin set;

South 14° 30' 33" West, a distance of 87.65 feet to a one half inch steel pin set by a cedar fence post;

South 06° 59' 42" West, a distance of 135.71 feet to a one half inch steel pin set by a cedar fence corner post, and

South 00° 31' 48" West, a distance of 15.96 feet to a one half inch steel pin set for the southeast corner of this tract, on the south line of tract number four a 100 acre tract of land described in a deed to Victor G. Sagebiel, recorded in Volume 67, Pages 430 et. seq., of the Deed Records of Gillespie County, Texas;

THENCE South 89° 41' 57" West, a distance of 20.09 feet to a one half inch steel pin set for the southwest corner of this tract and being the southwest corner of the aforesaid tract number four, a 100 acre tract to Victor G. Sagebiel;

THENCE with the west line of this tract the following five calls:

North 00° 18' 37" West, a distance of 1570.32 feet to a 5/8 inch steel pin found by a fence corner post;

South 89° 12' 12" West, a distance of 2111.52 feet to a one half inch steel pin set by a cedar fence corner post for the southwest corner of a 100 acre tract of land described in a deed from Bettie Thomas Kirk to Victor G. Sagebiel et. ux., recorded in Volume 106, Pages 144 et. seq., of the Deed Records of Gillespie County, Texas;

North 00° 29' 09" West, a distance of 2113.17 feet to a one half inch steel pin set by a cedar fence corner post for the northwest corner of the aforesaid Bettie Thomas Kirk, 100 acre tract;

North 89° 24' 34" East, a distance of 2100.94 feet to a one half inch steel pin set by a cedar fence corner post for the northeast corner of the aforesaid Bettie Thomas Kirk, 100 acre tract from which a 60-D nail set in the base of a 11 inch Live Oak tree marked , bears South 26° 10' 38" West, a distance of 63.81 feet and

North 00° 41' 59" West, a distance of 5201.10 feet to a one half inch steel pin set by a cedar fence corner post for a corner of this tract and being the southwest corner of a tract of land described in a deed from Ed Hohmann et. ux. to Victor G. Sagebiel, recorded in Volume 51, Page 125 of the Deed Records of Gillespie County, Texas;

THENCE North 32° 37' 45" East, a distance of 1582.20 feet to a one half inch steel pin set for the south corner of an 11.3 acre tract of land described in a deed from Selma Sagebiel et. al., to Ed Hohmann recorded in Volume 51, Page 124 of the Deed Records of Gillespie County, Texas;

THENCE North 34° 30' 00" East, a distance of 1436.00 feet to a one half inch steel pin set by a cedar fence corner post for the northeast corner of the aforesaid 11.3 acre tract. From this point a four foot high granite rock for the northwest corner of Survey Number 703, J.J. Solomon, Abstract Number 1438 bears North 89° 06' 23" West, a distance of 827.53 feet;

THENCE South 89° 16' 27" East, a distance of 1658.46 feet to a one half inch steel pin set by a cedar fence corner post for the Northeast corner of this tract and being the northeast corner of Survey Number 703, J.J. Solomon, Abstract Number 1438;

THENCE South 00° 59' 36" East, a distance of 2927.38 feet to the point of BEGINNING.

BEING 309.359 acres of land, more or less, comprised of the following surveys with their respective acreages: 290.856 acres of land out of Survey Number 232, W. F. H. Davis, Abstract Number 182 and 18.503 acres of land out of Survey Number 215, Stephen Townsend, Abstract Number 679 in Gillespie County, Texas. Said 309.359 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a one half inch steel pin set by a cedar fence corner post for the southwest corner of Survey Number 395, M.A. Filmore, Abstract Number 1005 and being the northeast corner of this tract. Said beginning point also being the southeast corner of tract one, a 13 acre tract of land described in a deed to Victor G. Sagebiel, recorded in Volume 67, Pages 430 et. seq., of the Deed Records of Gillespie County, Texas.

THENCE with the east line of this tract and generally along a fence the following five calls:

South 37° 16' 15" West, a distance of 507.37 feet to a one half inch steel pin set by a cedar fence corner post;

South 15° 32' 27" West, a distance of 1145.86 feet to a one half inch steel pin set by a cedar fence corner post;

South 50° 36' 10" East, a distance of 166.81 feet to a one half inch steel pin set by a cedar fence corner post;

South 01° 09' 17" East, a distance of 1815.73 feet to a one half inch steel pin set by a cedar fence corner post; and

South 00° 43' 16" East, a distance of 1763.08 feet to a one half inch steel pin set by a cedar fence corner post;

THENCE continuing with the east line of this tract the following two calls:

South 89° 16' 44" West, a distance of 1189.35 feet to a one half inch steel pin set and

South 23° 51' 14" West, a distance of 3447.53 feet to a one half inch steel pin set for the southeast corner of this tract;

THENCE South 89° 41' 57" West, a distance of 236.62 feet to a one half inch steel pin set for the southwest corner of this tract;

THENCE with the west line of this tract the following seven calls:

North 06° 59' 42" East, a distance of 68.04 feet to a one half inch steel pin set by a cedar fence post;

North 14° 30' 33" East, a distance of 87.65 feet to a one half inch steel pin;

North 80° 18' 37" West, a distance of 1335.21 feet to a one half inch steel pin set;

North 99° 30' 26" East, a distance of 237.30 feet to a one half inch steel pin set;

Exhibit "C"
Page 2 of 2

North 00° 40' 57" West, a distance of 1706.08 feet to a one half inch steel pin set;

North 44° 19' 05" East, a distance of 564.78 feet to a one half inch steel pin set and

North 00° 34' 06" West, a distance of 4340.93 feet to a one half inch steel pin set for the northwest corner of this tract from which a 60-D nail set in base of a 6 inch Live Oak tree marked see, bears South 23° 36' 00" West, a distance of 62.46 feet:

THENCE North 80° 59' 43" East, a distance of 2688.26 feet to the point of BEGINNING.

Exhibit "D"
Page 1 of 2

BEING 433.466 acres of land, more or less, comprised of parts of the following Surveys with their respective acreages: 350.313 acres of land out of Survey Number 232, W. F. H. Davis, Abstract Number 182 and 83.153 acres of land out of Survey Number 215, Stephen Townsend, Abstract Number 679 in Gillespie County, Texas. Said 433.466 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a one half inch steel pin set by a cedar fence corner post for the southwest corner of Survey Number 395, M.A. Filmore, Abstract Number 1005 and being the northwest corner of this tract. Said point of beginning also being the southeast corner of tract one, a 13 acre tract of land described in a deed to Victor G. Sagebiel, recorded in Volume 67, Pages 430 et. seq., of the Deed Records of Gillespie County, Texas;

THENCE South 88° 01' 52" East, a distance of 1811.37 feet to a one half inch steel pin set by a cedar fence corner post for the northeast corner of this tract and being the northwest corner of a 146 acre tract of land described in a deed from A. G. Sagebiel et. ux. to Ethel J. Willmann recorded in Volume 67, Page 252 et. seq., of the Deed Records of Gillespie County, Texas;

THENCE with the east line of this tract South 00° 29' 02" West, a distance of 3818.91 feet to a one half inch steel pin set by a cedar fence corner post for the southwest corner of the aforesaid Ethel J. Willmann, 146 acre tract from which a 15 inch Elm tree (old mark) bears North 54° 30' 45" East, a distance of 53.45 feet;

THENCE continuing with the east line of this tract the following three calls:

South 00° 29' 02" West, a distance of 725.00 feet to a one half inch steel pin set for a corner of this tract from which a 60-D nail set in the base of a 7 inch Live Oak tree marked , bears South 65° 39' 12" West a distance of 49.38 feet;

South 44° 08' 11" West, a distance of 3139.14 feet to a one half inch steel pin set by a cedar fence corner post from which a 60-D nail set in base of a 9½ inch Live Oak tree marked , bears North 81° 33' 34" East, a distance of 100.61 feet; and

South 00° 12' 46" East, a distance of 1570.44 feet to a one half inch steel pin set by a cedar fence corner post for the southeast corner of this tract and being the southeast corner of tract four, a 100 acre tract of land described in a deed to Victor G. Sagebiel, recorded in Volume 67, Pages 430 et. seq., of the Deed Records of Gillespie County, Texas;

THENCE with the south line of this tract and the south line of the aforesaid 100 acre tract South 89° 41' 57" West, a distance of 2846.84 feet to a one half inch steel pin set for the southwest corner of this tract;

THENCE with the west line of this tract the following five calls:

North 00° 31' 48" East, a distance of 15.96 feet to a one half inch steel pin set;

Exhibit "D"
Page 2 of 2

North 06° 59' 42" East, a distance of 67.67 feet to a one half inch steel pin set;

North 89° 41' 57" East, a distance of 236.62 feet to a one half inch steel pin set;

North 23° 51' 14" East, a distance of 3447.53 feet to a one half inch steel pin set; and

North 89° 16' 44" East, a distance of 1189.35 feet to a one half inch steel pin set by a wire fence;

THENCE continuing with the west line of this tract and generally along a fence the following five calls:

North 00° 43' 16" West, a distance of 1763.08 feet to a one half inch steel pin set by a cedar fence corner post;

North 01° 09' 17" West, a distance of 1815.73 feet to a one half inch steel pin set by cedar fence corner post;

North 50° 36' 10" West, a distance of 166.81 feet to a one half inch steel pin set by a cedar fence corner post;

North 15° 32' 27" East, a distance of 1145.86 feet to a one half inch steel pin set by a cedar fence corner post; and

North 37° 16' 15" East, a distance of 507.37 feet to the point of BEGINNING.

3.05 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 3.05 acres of land, more or less, made at the request of Michael Sagebiel. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys:

1.94 acres of land, more or less, part of the Stephen Townsend Survey No. 215, Abstract No. 679;
1.11 acres of land, more or less, part of the Henry Lockwood Survey No. 230, Abstract No. 398;
and being all of that 0.191 acre tract of land described in a Partition Deed found of record in Volume 197, pages 455-481 of the Real Property Records of Gillespie County, Texas, and being all of that 2.224 acre tract of land described in a conveyance by Quitclaim Deed to Joe Sagebiel, et al, by Clarence Schroeder, et al, found of record in Volume 197, pages 445-447 of said Real Property Records, and being part of a 1.58 acre tract of land surveyed for Michael Sagebiel, said 1.58 acre tract being parts of those FIRST & SECOND tracts of land described in a conveyance to Winnie Lee found of record in Volume 143, pages 332-334 of the Deed Records of Gillespie County, Texas, and being part of that 1/2 acre tract of land described in a conveyance to Fitzhugh Lee by Marion M. Lee, et ux, dated August 9, 1965, found of record in Volume 86, pages 591-592 of the Deed Records of Gillespie County, Texas.

Said 3.05 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar set in the northeasterly Right-of-Way line of Ranch Road No. 1323, for the S.E. corner of said 2.224 acre Sagebiel tract, for the S.E. corner of this tract of land;

THENCE with the northeasterly Right-of-Way line of Ranch Road No. 1323, being the arc of a curve to the left having a radius of 612.95 feet, in a northwesterly direction, a distance of 99.04 feet (L.C. bears N. 22 deg. 22 min. 35 sec. W. 98.93 feet) crossing Box Canyon Trail (private road), to a 1/2 inch steel bar set in fence, for the S.W. corner of said 1.58 acre tract, for the S.W. corner of this tract of land;

THENCE with the West line of said 1.58 acre tract, as follows:

N. 0 deg. 32 min. 40 sec. W. 2378.81 feet to a 1/2 inch steel bar found set, for the N.W. corner of said 2.224 acre tract, for a westerly a corner of this tract of land;

N. 0 deg. 00 min. 40 sec. E. 232.83 feet to a point, for the S.W. corner of a 5.24 acre road tract of land surveyed for Michael Sagebiel, for the N.W. corner of this tract of land;

THENCE with the South line of said 5.24 acre tract and the North line of said 0.191 acre tract, N. 87 deg. 55 min. 40 sec. E., crossing a cattleguard and Box Canyon Trail, 78.53 feet to a 1/2 inch steel bar found set at a steel post, for the S.E. corner of said 5.24 acre tract, for the N.E. corner of said 0.191 acre tract, for the N.E. corner of this tract of land;

THENCE with the East lines of said 0.191 acre tract, as follows:

S. 14 deg. 30 min. 30 sec. W. 87.55 feet to a 1/2 inch steel bar found set at a cedar fence corner post;
S. 6 deg. 59 min. 45 sec. W., along the general course of a fence, 135.71 feet to a cedar fence corner post;

Continued on page 2 of 2

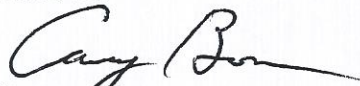
S. 0 deg. 43 min. 05 sec. E., along the general course of a fence, 16.01 feet to a 1/2 inch steel bar found set at a pipe corner post, for the S.E. corner of said 0.191 acre tract, for the N.E. corner of said 2.224 acre Sagebiel tract, for an easterly corner of this tract of land;

THENCE with the East lines of said 2.224 acre tract, as follows:

- S. 1 deg. 16 min. 05 sec. E. 815.75 feet to a 1/2 inch steel bar found set;
- S. 0 deg. 52 min. 15 sec. E. 1085.15 feet to a 1/2 inch steel bar found set;
- S. 1 deg. 27 min. 30 sec. W. 570.0 feet to the PLACE OF BEGINNING.

Survey completed September 6, 2007




Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

5.24 acre road tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 5.24 acres of land, more or less, made at the request of Michael Sagebiel. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys:

1.81 acres of land, more or less, part of the Stephen Townsend Survey No. 215, Abstract No. 679;
2.18 acres of land, more or less, part of the W.F.H. Davis Survey No. 232, Abstract No. 182;
0.78 acre of land, more or less, part of the Augustus V. Schott Survey No. 231, Abstract No. 641;
0.47 acre of land, more or less, part of the Henry Lockwood Survey No. 230, Abstract No. 398;
and being part of that 389.342 acre tract of land described in a conveyance by Partition Deed to Michael Patrick Sagebiel, dated January 30, 1990, found of record in Volume 197, pages 455-481 of the Real Property Records of Gillespie County, Texas, and being part of that Second Tract of land described in a conveyance to Winnie Lee found of record in Volume 143, pages 332-334 of the Deed Records of Gillespie County, Texas.

Said 5.24 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a point in the approximate South line of the Augustus V. Schott Survey No. 231, Abstract No. 641 and in a South line of that 389.342 acre tract of land described in a conveyance by Partition Deed to Michael Patrick Sagebiel, dated January 30, 1990, found of record in Volume 197, pages 455-481 of the Real Property Records of Gillespie County, Texas, and being in the North line of said Henry Lockwood Survey No. 230 and in the North line of said Lee SECOND tract, for the S.E. corner of that 11.96 acre tract of land described in a conveyance to Louise J. Lewis by Michael Patrick Sagebiel, et ux, dated June 12, 2002, found of record in Volume 463, pages 841-850 of the Official Public Records of Gillespie County, Texas, for a westerly corner of this tract of land, from which a pipe fence corner post found set in concrete bears S. 2 deg. 36 min. 50 sec. E. 0.76 feet and the approximate S.E. corner of said Survey No. 231, the approximate S.W. corner of said Survey No. 232, the approximate N.E. corner of said Survey No. 230, the approximate N.W. corner of said Survey No. 215, the N.E. corner of said Lee tract, and a reentrant corner of said 389.342 acre Sagebiel tract bear N. 89 deg. 10 min. 55 sec. E. 11.02 feet;

THENCE with the East line of said 11.96 acre tract, N. 2 deg. 36 min. 50 sec. W. 499.64 feet to a 1/2 inch steel bar found set, for the N.E. corner of said 11.96 acre tract, for the E.S.E. corner of an 89.3 acre tract of land this day surveyed for Michael Sagebiel, for a westerly corner of this tract of land;

THENCE with an East line of said 89.3 acre tract, N. 0 deg. 09 min. 20 sec. E., crossing Box Canyon Trail (private road), at 500 feet passing the end of a proposed joint maintenance agreement, 1606.44 feet in all to a point at a fence corner, for the N.E. corner of said 89.3 acre tract, for a reentrant corner of said 389.342 acre tract, for the N.W. corner of this tract of land, from which a pipe fence corner post bears S. 7 deg. 27 min. W. 0.7 feet and a 60d nail found set in the base of a 12" Live Oak tree bears S 26 deg. 10 min. 40 sec. W. 63.81 feet and the East line of said Survey No. 231 bears East approximately 1 vara;

THENCE N. 89 deg. 22 min. 20 sec. E. 60.01 feet to a point, for the N.E. corner of this tract of land

Continued on page 2 of 2

5.24 acre road tract

THENCE as follows:

S. 0 deg. 09 min. 20 sec. W., being parallel to and 60 feet East of the most easterly line of said 89.3 acre tract, at 1107.26 feet passing said end of said proposed joint maintenance agreement, 1607.26 feet in all to a point;

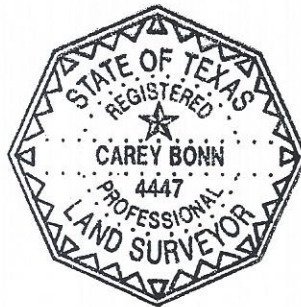
S. 3 deg. 49 min. 35 sec. E. 499.4 feet to a 1/2 inch steel bar found set, for an easterly reentrant corner of said 389.342 acre Sagebiel tract, for an easterly corner of this tract of land;

THENCE with an East line of said 389.242 acre Sagebiel tract, S. 0 deg. 19 min. 45 sec. E. 1335.3 feet to a 1/2 inch steel bar found set at a steel post, for the N.E. corner of that 0.191 acre tract of land also described in said Partition Deed, for the S.E. corner of this tract of land;

THENCE with the North line of said 0.191 acre tract, S. 87 deg. 55 min. 40 sec. W., crossing a cattleguard and Box Canyon Trail, at 60.03 feet passing the N.W. corner of said 0.191 acre tract, 78.53 feet in all to a point within said Lee tract, for the S.S.W. corner of this tract of land;

THENCE over and across said Lee tract, N. 0 deg. 00 min. 40 sec. E. 1337.44 feet to the PLACE OF BEGINNING.

Survey completed September 6, 2007



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884