



18381 Deerview Lane

New Utm, TX 78950

For More Information Contact:

Bill Johnson & Associates Real Estate

420 East Main Bellville, Texas 77418

979-865-5969 ~ 281-463-3791 ~ 979-992-2636 ~

www.bjre.com

Conveniently located between the two quaint country towns of Cat Spring and New Ulm, tucked away on a private heavily wooded 7 + acres, you will find this meticulously maintained & masterfully designed 3,738 sq. ft. custom home that will not fail to impress even the most discriminating buyers.

As you meander along the paved road and enter the property, you notice the outstanding curb appeal provided by the professionally landscaped yard. The perfect blend of elegance and casual comfort has come together to create a beautifully designed Hardie and Austin Stone, 3 (or 4) bedroom, 3 bath room home. This luxurious home was built with entertaining in mind. Turn on the indoor/outdoor multi-room stereo system, swing open the French doors off of the dining and game rooms to tie in both the outdoor and indoor living areas, which can handle even the largest gatherings.

The custom home boasts high quality finishes that can be seen throughout the home. The game room includes bar area with granite counter top and a cathedral ceiling. The open concept living, dining and kitchen areas are defined by vaulted and tray ceilings. The enormous kitchen includes a large island with a vegetable sink, plenty of under cabinet storage, seating for four, and an electric strip to be able to plug several appliances at one time. The granite countertops, custom-built cabinetry, stainless steel appliances, include a 5 burner gas stovetop, double ovens, and under counter lighting that complete the kitchen.

Standing alone, just off the living room is the Master Suite. The master bath features slate flooring, slate walk-in shower that includes a rain head and massage jets, large Jacuzzi tub, double vanities and a large walk-in closet with built-ins. The living room features custom large windows that let you experience the beautiful views of the property and pond from inside the home, along with allowing lots of natural light into the home. The living room also features a stone fireplace, custom built-ins, and a hardwired surround sound system. On the front side of the home, just off of the kitchen, you will find the study (or 4th bedroom), full bathroom, laundry room, and the remaining two bedrooms. The home is also equipped with a monitored alarm and fire system.

After a hard day's work, relax and enjoy the views of the pond and outdoors off of your own back porch sanctuary. Like a perfectly wrapped gift, this home is the ideal choice for anyone who appreciates the finer things in life.

BILL JOHNSON AND ASSOCIATES REAL ESTATE COMPANY WILL CO-BROKER IF BUYER IS ACCOMPANIED BY HIS OR HER AGENT AT ALL PROPERTY SHOWINGS.





Kitchen Area



Kitchen Sink Area



Living Room Area



Dining Room Area



Living Room Area



Kitchen Area



Master Bedroom



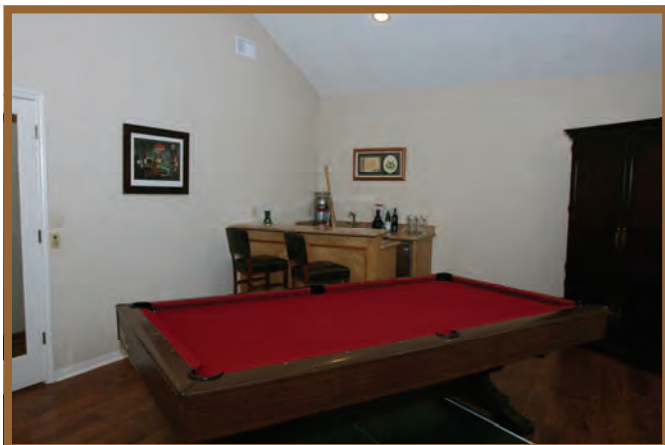
Master Bath



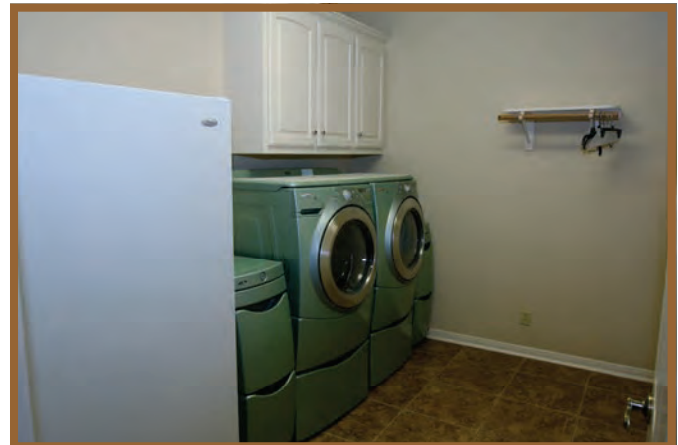
Bedroom



Bedroom



Game Room



Utility Room



Property View



Property View



Pond



Pond



Property View



Property View

**Bill Johnson and Associates Real Estate Co.**

420 E. Main St., Bellville TX 77418

FM 1094 @ Cedar St., New Ulm, TX 78950

979-865-5969 or 281-463-3791 - Bellville office

979-992-2636 or 281-220-2636 - New Ulm office

www.bjre.com

NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE AS TO THE ACCURACY OF THE INFORMATION HEREIN OR WITH RESPECT TO THE SUITABILITY, USEABILITY, FEASIBILITY, MERCHANTABILITY OR CONDITION OF ANY PROPERTY DESCRIBED HEREIN.

HOME LISTING

Address of Home: 18381 Deerview Lane, New Ulm, TX 78950 Listing #: 78020
 Location of Home: FM 1094 and Westcreek Subdivison
 County or Region: Austin For Sale Sign on Property? ☒ YES ☐ NO
 Subdivision: Westcreek Subdivison Property Size: 7.1060 acres
 Subdivision Restricted: ☒ YES ☐ NO Mandatory Membership in Property Owners' Assn. ☐ YES ☒ NO

Listing Price: \$449,000.00**Terms of Sale**Cash: ☒ YES ☐ NOSeller-Finance: ☐ YES ☒ NO

Sell.-Fin. Terms:

Down Payment:

Note Period:

Interest Rate:

Payment Mode: ☐ Mo. ☐ Qt. ☐ S.A.Balloon Note: ☐ YES ☐ NO

Number of Years:

Size and Construction:Year Home was Built: 2007Lead Based Paint Addendum Required if prior to 1978: ☐ YESBedrooms: 3 or 4 Bath: 3Size of Home (Approx.) 2,765 Living Area3,738 TotalFoundation: ☒ Slab ☐ Pier/Beam ☐ OtherRoof Type: Composition Year Installed: 2007Exterior Construction: Austin Stone and Hardie**Room Measurements: APPROXIMATE SIZE:**Living Room: 22' 1.25" x 16' 3.5"Dining Room: 19' 3.5" x 8' 8"Kitchen: 18' x 12'

Family Room:

Utility: 10' x 11' 6.5"Mud Room Bath: 9' x 6' 9" ☐ Tub ☒ ShowerBath: 12' 7" x 5' 7" ☒ Tub ☒ ShowerMaster Bath: 16' x 15' 10.5" w/ closet ☒ Tub ☒ ShowerMaster Bdrm: 15'-8.5" x 22' x7"Bedroom: 12' 0" x 12' 3.5"Bedroom: 12' 0" x 12' 7"Office: 10' 7" x 10' 3.5"Gameroom: 22' 0" x 16' 0"Garage: ☐ Carport: ☒ No. of Cars: 2Size: 22' 3.5" x 24' x 0" ☒ Attached ☐ Detached**Porches:**Front: Size: 8' 4.5" x 9' 6.5"Back: Size: 19' 5.5" x 21' ☒ CoveredDeck: Size: 22' 1.25" x 21' ☐ CoveredDeck: Size: ☐ Covered

Fenced Yard:

Outside Storage: ☐ Yes ☒ No Size:

Construction:

TV Antenna ☐ Dish ☒ Cable ☐**Home Features**☒ Ceiling Fans No. 5☒ Dishwasher☒ Garbage Disposal☒ Microwave (Built-In)☒ Kitchen Range (Built-In) ☒ Gas ☐ Electric☐ Other:**Items Specifically Excluded from The Sale: LIST:**

Refridgerator, Washer, Dryer, & Deep Freezer.

All of seller's personal property.

Heat and Air:☒ Central Heat Gas ☐ Electric ☒ 2☒ Central Air Gas ☐ Electric ☒ 2☐ Other:☒ Fireplace(s) : Two: One Inside and One Outside☐ Wood Stove☒ Water Heater(s): ☒ Gas ☐ Electric**Utilities:**Electricity Provider: San Bernard Electric CoopGas Provider: Sealy ButaneSewer Provider: ☒ NO On-Site Septic SystemWater Provider: Private WellWater Well: ☒ YES Depth: Can't rememberYear Drilled: 2007Average Utility Bill: Monthly: \$250.00**Taxes:** 2013 YearSchool: \$3,511.29County: \$1,110.53FM/Rd/Br: \$412.80Hospital: \$151.77City: \$0.00Taxes: \$5,186.39School District: Bellville I.S.D.**Additional Information:**

Multi-room stereo system inside and outside, alarm system including fire monitoring

BILL JOHNSON AND ASSOCIATES REAL ESTATE COMPANY WILL CO-BROKER IF BUYER IS ACCOMPANIED BY HIS OR HER AGENT AT ALL PROPERTY SHOWINGS.

**Bill Johnson and Associates Real Estate Co.**

420 E. Main St., Bellville, TX 77418

424 Cedar St., New Ulm, TX 78950

979-865-5969 or 281-463-3791 - Bellville

979-992-2636 or 281-220-2636 - New Ulm

www.bjre.com

NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE AS TO THE ACCURACY OF THE INFORMATION HEREIN OR WITH RESPECT TO THE SUITABILITY, USEABILITY, FEASIBILITY, MERCHANTABILITY OR CONDITION OF ANY PROPERTY DESCRIBED HEREIN.

LOT OR ACREAGE LISTING

Location of Property: FM 1094 and Westcreek Subdivision, New Ulm, TX Listing #: 78020
 Address of Property: 18381 Deerview Lane, New Ulm, TX 78950 Road Frontage: 651.51
 County: Austin Paved Road: ☒ YES ☐ NO For Sale Sign on Property? ☐ YES ☒ NO
 Subdivision: Westcreek Subdivision Lot Size or Dimensions: 7.140 acres
 Subdivision Restricted: ☒ YES ☐ NO Mandatory Membership in Property Owners' Assn. ☐ YES ☒ NO

Number of Acres: 7.106 per ACAD**Price per Acre (or)****Total Listing Price:** \$449,000.00**Terms of Sale:**

Cash: ☒ YES ☐ NO
 Seller-Finance: ☐ YES ☒ NO
 Sell.-Fin. Terms: _____
 Down Payment: _____
 Note Period: _____
 Interest Rate: _____
 Payment Mode: ☐ Mo. ☐ Qt. ☐ S.
 Balloon Note: ☐ YES ☐ NO
 Number of Years: _____

Property Taxes:

2013

School:	\$	3,511.29
County:	\$	1,110.53
FM/Rd/Br.:	\$	412.80
Hospital:	\$	151.77
GCD:	\$	-
TOTAL:	\$	5,186.39

Agricultural Exemption: ☐ Yes ☒ No**School District:** Bellville I.S.D.**Minerals and Royalty:** Seller to convey surface rights

Seller believes	0%	*Minerals
to own:	0%	*Royalty
Seller will	0%	Minerals
Convey:	0%	Royalty

Leases Affecting Property:Oil and Gas Lease: ☐ Ye ☒ No

Lessee's Name: _____

Lease Expiration Date: _____

Surface Lease: ☐ Ye ☒ No

Lessee's Name: _____

Lease Expiration Date: _____

Oil or Gas Locations: ☐ Yes ☒ No**Easements Affecting Property:** Name(s): _____

Pipeline: NONE

Roadway: NONE

Electric: San Bernard Electric

Telephone: Industry Telephone Company

Water: Private Well

Other: _____

Improvements on Property:Home: ☒ YES ☐ NO See HOME listing if Yes

Buildings: _____

Barns: _____

Others: Well House for the water well

Approx. % Wooded: 85% or 4 acres

Type Trees: Oaks, Cedar, Pine, Pecan

Fencing: Perimeter ☐ YES ☒ NO

Condition: _____

Cross-Fencing: ☐ YES ☒ NO

Condition: _____

Ponds: Number of Ponds: One

Sizes: (Share the pond with the neighbor)

Creek(s): Name(s): NONE**River(s):** Name(s): NONE**Water Well(s): How Many?** ONE

Year Drilled: 2007 Depth: _____

Community Water Available: ☐ YES ☒ NO

Provider: _____

Electric Service Provider (Name): _____

San Bernard Electric

Gas Service Provider _____**Septic System(s): How Many?** Two tanks

2007

Soil Type: Sandy to clay**Grass Type(s):** native**Flood Hazard Zone:** See Seller's Disclosure or to be determined by survey**Nearest Town to Property:** New Ulm

Driving time from Houston 1h, 10 m

Items specifically excluded from the sale:

Patio furniture, deer feeder, trampoline, and All of Seller's personal property.

Additional Information:

The property's western boundary line splits the pond and is shared with adjoining land owner.

**BILL JOHNSON AND ASSOCIATES REAL ESTATE COMPANY WILL CO-BROKER IF BUYER IS
 ACCOMPANIED BY HIS OR HER AGENT AT ALL PROPERTY SHOWINGS.**



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2011

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 18381 Deerview Ln.
New Ulm, TX 78950

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☐ _____ or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	☒		
Carbon Monoxide Det.		☒	
Ceiling Fans	☒		
Cooktop	☒		
Dishwasher	☒		
Disposal	☒		
Emergency Escape Ladder(s)		☒	
Exhaust Fans	☒		
Fences		☒	
Fire Detection Equip.	☒		
French Drain		☒	
Gas Fixtures	☒		
Natural Gas Lines		☒	

Item	Y	N	U
Liquid Propane Gas:	☒		
-LP Community (Captive)		☒	
-LP on Property	☒		
Hot Tub		☒	
Intercom System		☒	
Microwave	☒		
Outdoor Grill		☒	
Patio/Decking	☒		
Plumbing System	☒		
Pool		☒	
Pool Equipment		☒	
Pool Maint. Accessories		☒	
Pool Heater		☒	

Item	Y	N	U
Pump: ☐ sump ☐ grinder			
Rain Gutters		☒	
Range/Stove		☒	
Roof/Attic Vents			
Sauna		☒	
Smoke Detector	☒		
Smoke Detector - Hearing Impaired		☒	
Spa		☒	
Trash Compactor		☒	
TV Antenna		☒	
Washer/Dryer Hookup	☒		
Window Screens	☒		
Public Sewer System		☒	

Item	Y	N	U	Additional Information
Central A/C	☒			☒ electric ☐ gas number of units: <u>2</u>
Evaporative Coolers		☒		number of units: _____
Wall/Window AC Units		☒		number of units: _____
Attic Fan(s)		☒		if yes, describe: _____
Central Heat	☒			☒ electric ☐ gas number of units: <u>2</u>
Other Heat		☒		if yes, describe: _____
Oven	☒			number of ovens: <u>2</u> ☒ electric ☐ gas ☐ other: _____
Fireplace & Chimney	☒			☒ wood ☐ gas logs ☐ mock ☐ other: _____
Carport		☒		☐ attached ☐ not attached
Garage	☒			☒ attached ☐ not attached
Garage Door Openers	☒			number of units: <u>2</u> number of remotes: _____
Satellite Dish & Controls	☒			☐ owned ☒ leased from <u>Dish</u>
Security System	☒			☒ owned ☐ leased from <u>Mike's Security</u>
Water Heater	☒			☐ electric ☒ gas ☐ other: _____ number of units: _____
Water Softener		☒		☐ owned ☐ leased from _____
Underground Lawn Sprinkler		☒		☐ automatic ☐ manual areas covered: _____
Septic / On-Site Sewer Facility	☒			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 9-01-11

Initialed by: Seller: TLW, LNW and Buyer: _____

Page 1 of 5

Concerning the Property at _____

Water supply provided by: ☐ city ☒ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Shingle Age: 5 yr (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☒ yes ☐ no If yes, describe (attach additional sheets if necessary): ice maker

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		☒
Ceilings		☒
Doors		☒
Driveways		☒
Electrical Systems		☒
Exterior Walls		☒

Item	Y	N
Floors		☒
Foundation / Slab(s)		☒
Interior Walls		☒
Lighting Fixtures		☒
Plumbing Systems		☒
Roof		☒

Item	Y	N
Sidewalks		☒
Walls / Fences		☒
Windows		☒
Other Structural Components		☒

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		☒
Asbestos Components		☒
Diseased Trees: ☐ oak wilt ☐ _____		☒
Endangered Species/Habitat on Property		☒
Fault Lines		☒
Hazardous or Toxic Waste		☒
Improper Drainage		☒
Intermittent or Weather Springs		☒
Landfill		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒
Encroachments onto the Property		☒
Improvements encroaching on others' property		☒
Located in 100-year Floodplain		☒
Located in Floodway		☒
Present Flood Ins. Coverage (If yes, attach TAR-1414)		☒
Previous Flooding into the Structures		☒
Previous Flooding onto the Property		☒
Previous Fires		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒

Condition	Y	N
Previous Foundation Repairs		☒
Previous Roof Repairs		☒
Other Structural Repairs		☒
Radon Gas		☒
Settling		☒
Soil Movement		☒
Subsurface Structure or Pits		☒
Underground Storage Tanks		☒
Unplatted Easements		☒
Unrecorded Easements		☒
Urea-formaldehyde Insulation		☒
Water Penetration		☒
Wetlands on Property		☒
Wood Rot		☒
Active infestation of termites or other wood destroying insects (WDI)		☒
Previous treatment for termites or WDI		☒
Previous termite or WDI damage repaired		☒
Termite or WDI damage needing repair		☒
Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒

(TAR-1406) 9-01-11 Initialed by: Seller: CL, LW and Buyer: _____

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
- ☐ ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes.

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at _____

Section 6. Seller ☒ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☐ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller 4-15-13 Laurie Wehring Date 4-15-13
Printed Name: Thomas Wehring Printed Name: Laurie Wehring

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: <u>San Bernard</u>	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: <u>Dish Network</u>	phone #: _____
Trash: <u>Country Waste</u>	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: <u>Industry Telephone</u>	phone #: _____
Propane: <u>Sealy Appliance & Butane</u>	phone #: _____

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc., 2004

CONCERNING THE PROPERTY AT

18381 Deerview Ln.
New Ulm, TX 78950

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: _____ ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: _____ ☐ Unknown

- (4) Installer: _____ ☐ Unknown
- (5) Approximate Age: Installed 2007 ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____

- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☐ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TAR-1407) 1-7-04

Initialed for Identification by Buyer _____ and Seller Th, LW Page 1 of 2

Bill Johnson & Associates 420 E. Main Bellville, TX 77418
Phone: 979.865.5969

Fax 979.865.5500

Brooke Schrader

Wehring, Thoma

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

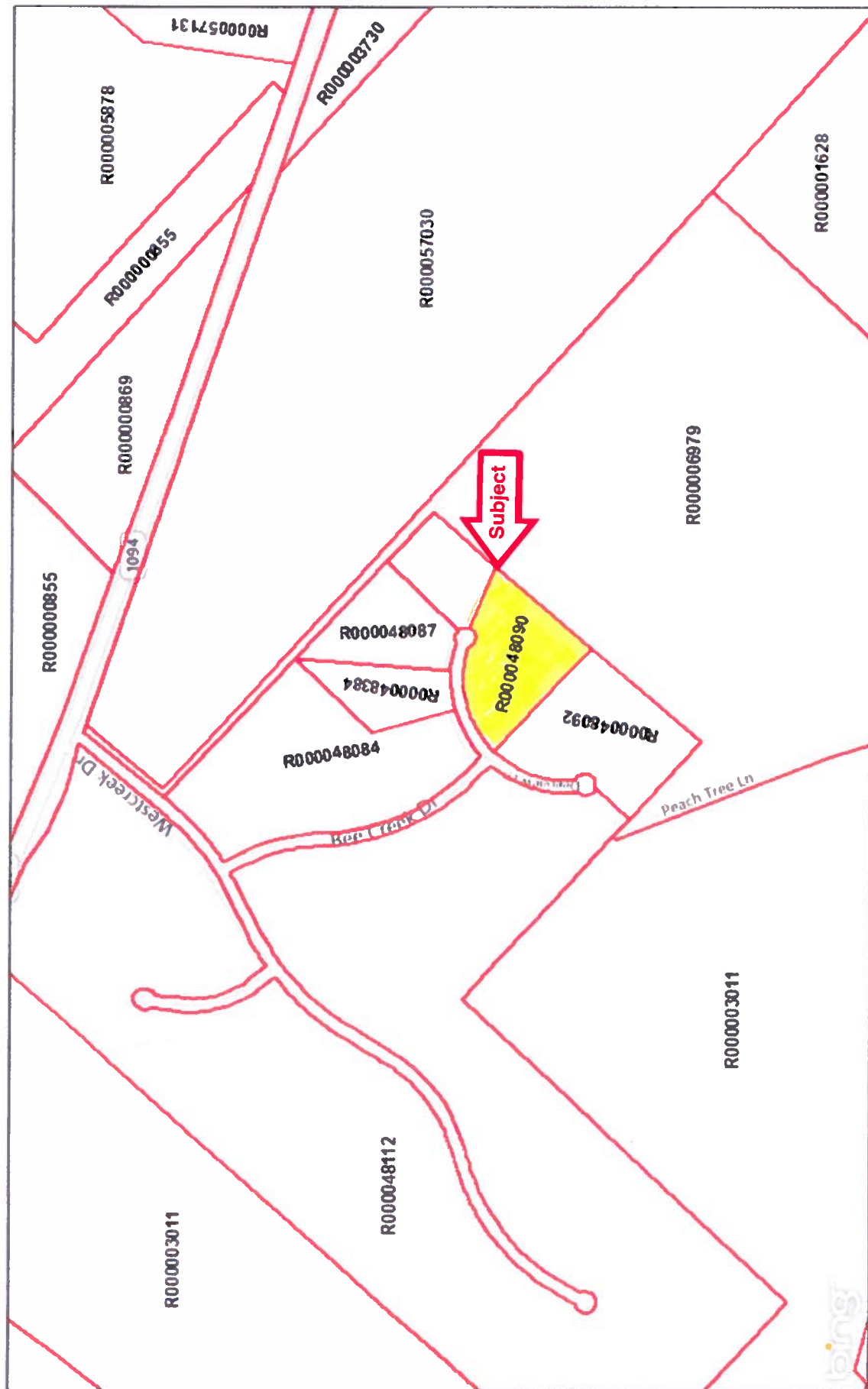


18381 Deerview Ln, New Ulm, TX 78950, USA

Google earth

© 2013 Google

Imagery Date: 4/21/2012 29°52'29.27" N 96°23'36.65" W elev 372 ft eye alt 1704 ft



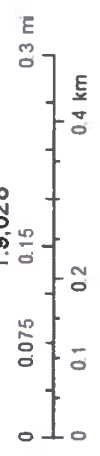
April 24, 2013

 Parcels

Ownership_Information

Lot_Lines

1:9,028



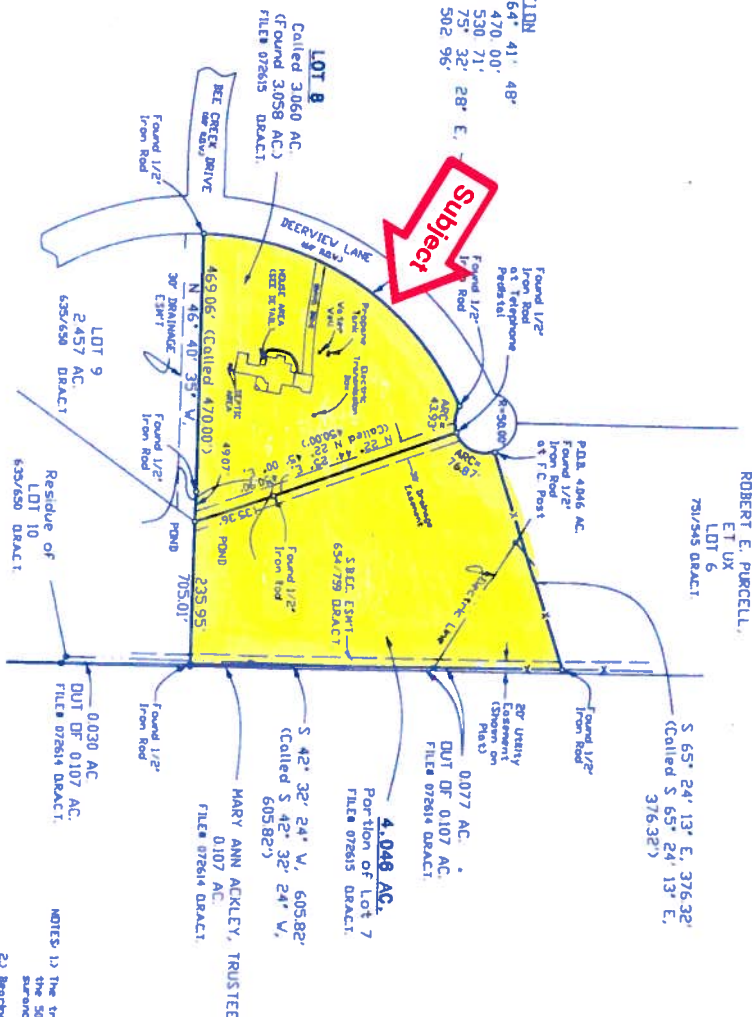
© 2010 NAVTEQ AND © 2013 Microsoft Corporation



CURVE INFORMATION
CENTRAL ANGLE = $64^{\circ} 41' 48''$
RADIUS = $470.00'$
ARC LENGTH = $530.71'$
CHORD BRS = $502.96'$



DETAIL
1" = 60'



REPLAT OF WESTCREEK SUBDIVISION
VOLUME 1, PAGE 123 P.R.A.C.T.
RUDOLPH VON ROEDER SURVEY
A-308
AUSTIN COUNTY, TEXAS

MARY ANN ACKLEY, TRUSTEE
Called 779693 AC.
FILED 068632 DRAFT

- NOTES 1) The tract of land shown hereon lies within Zone 7, (areas determined to be outside the 500-year Floodplain) of the Flood Hazard Zone according to the F.H.A., Flood Insurance Rate Map 48013C 072C, effective date January 17, 1990.
- 2) Bearings shown hereon are based on the bearing of N $45^{\circ} 49' 35''$ W of the replat of Westcreek Subdivision as recorded Volume 1, Page 123 DRAFT.
- 3) Reference is hereby made to notes and bounds description of the 4046 Acre tract, 42 Those easements to San Bernard Electric Co-Op, Inc. recorded in Volume 276, Page 219 DRAFT, Volume 717, Page 1 DRAFT & Volume 748, Page 817 DRAFT are not described well enough to locate on the ground.
- 3) That easement to Industry Telephone Co. recorded in Volume 535, Page 800 DRAFT is not described well enough to locate on the ground.



THOMAS & LAURIE WEHRING

ALEXANDER SURVEYING

105 E. Linn Street P. O. Box 346
Baskin, Texas 77418
Phone: 979-655-9145 Fax: 979-655-5988

I, Glen S. Alexander, Registered Professional Land Surveyor, do hereby certify that the plat and/or the description shown hereon accurately represents the results of an on the ground survey made under my direction and supervision on NOVEMBER 12, 2007, and all corners and acreage are shown hereon. There are no conflicts, protrusions or easements apparent on the ground, except as shown and/or noted hereon.

This survey was performed in connection with the transaction described in G.F. No. 37,343 of BELLEVILLE ABSTRACT CD and is certified for that transaction only.

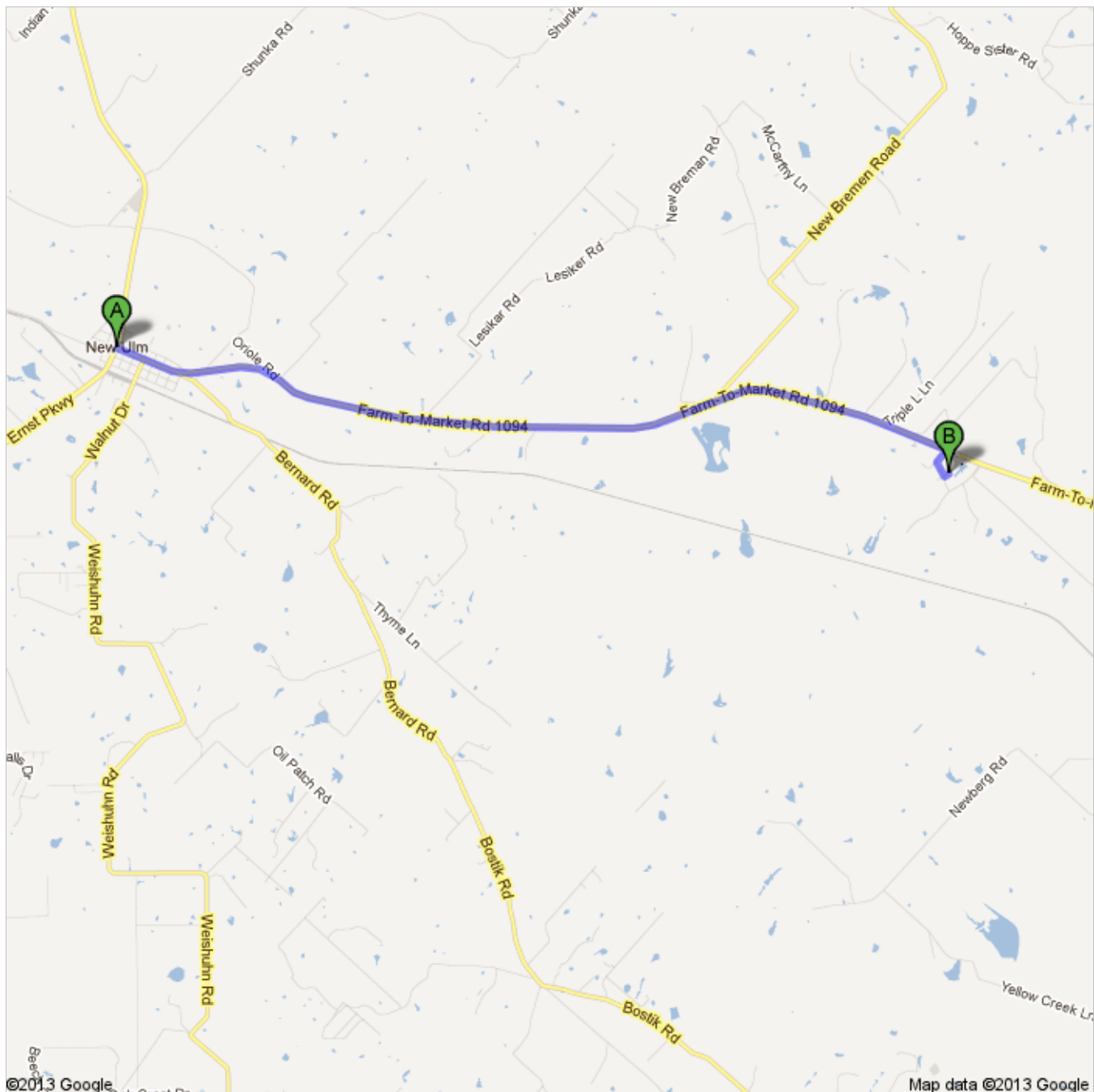
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Glen S. Alexander - Registered Professional Land Surveyor, #4194

Glen S. Alexander	County	AUSTIN	Field Crew	E.V.
R.P.L.S. No. #4194	Survey	RUDOLPH VON ROEDER SURVEY, A-308	Computations	G.A.
Date NOVEMBER 12, 2007	City		Drafting	D.C.
Update	Addition	WESTCREEK SUB	Work Order	07-5798



Directions to Deer View Ln
6.0 mi – about 8 mins





New Ulm, TX

1. Head east on Bastrop Rd toward Elm St	go 0.5 mi
About 1 min	total 0.5 mi

2. Continue onto Farm-To-Market Rd 1094/FM 1094 Rd	go 5.2 mi
Continue to follow Farm-To-Market Rd 1094	total 5.7 mi
About 5 mins	

 3. Turn right onto Westcreek Dr	go 0.1 mi
	total 5.8 mi

 4. Take the 1st left onto Bee Creek Dr	go 0.1 mi
	total 5.9 mi

 5. Turn left onto Deer View Ln	go 180 ft
	total 6.0 mi



Deer View Ln

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
--

FILE NO 843835

DECLARATION OF RESTRICTIONS

FOR

WESTCREEK

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN §

THAT J. R. BRODNAX, JR., Trustee, (hereinafter referred to as "Developer"), is the owner of that certain 183.935 acres, more or less, in the Rudolph Von Roeder Survey, A-308, Austin County, Texas, the same being more fully described in "EXHIBIT A" attached hereto (and being sometimes hereinafter referred to as "the Subdivision").

Developer desires to create and carry out a uniform plan for the improvement, use, development and sale of all of the tracts in the Subdivision; and, to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants and limitations, governing the use, occupancy and conveyance of all tracts in the Subdivision. Each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

ARTICLE ONE
DEFINITIONS

1.01 "The Subdivision" shall refer to WESTCREEK, a Subdivision, as accepted by the Commissioners Court of Austin County on July 2, 1984, and filed of record at Volume 1, Page 123 of the Plat Records of Austin County, Texas, and as more fully described in "EXHIBIT A".

1.02 "Subdivision Plat" shall refer to the Plat of WESTCREEK as filed of record at Volume 1, Page 123 of the Plat Records of Austin County, Texas, to which reference is here made for all purposes.

1.03 "Tract" as used herein shall refer to any lot or parcel of land located in the Subdivision, hereafter sold by Developer.

1.04 "Tract Owner" shall refer to the record owner of fee simple title to any Tract.

ARTICLE TWO
RESERVATIONS AND DEDICATION

2.01 For the use and benefit of Developer and owners of all of the Tracts in the Subdivision, there are hereby dedicated, subject to the rights of abandonment hereinafter reserved, all roads and utility easements, the location and description of which are more particularly described in the Subdivision Plat. Said road easements shall constitute non-exclusive rights-of-way to be used by Developer and all of the Owners of all Tracts in the Subdivision, their heirs and assigns. No Tract Owner shall erect structures upon, obstruct, or otherwise make use of such road or utility easements in such manner as to prevent utilization of the easements for the purposes herein set out. Developer

OFFICIAL RECORD

VOL 494 PAGE 503

OFFICIAL RECORD

VOL. 494 PAGE 504

(prior to the formation of the Property Owners' Association, herein-after described) and the Property Owners' Association (after its formation) reserve and retain the rights to: (i) negotiate and enter into agreements with companies furnishing utility services, granting to such companies the right to use and occupy such easements for the purpose of furnishing utilities for the benefit of the property owners in the Subdivision, (ii) convey and dedicate all or any part of such road and utility easements to Austin County or other political subdivision, for public purposes, and (iii) relinquish and abandon all or any part of said private road easements not in actual use as a roadway and not previously dedicated to Austin County or any other political subdivision for public purposes.

2.02 Developer hereby reserves and retains drainage easements, the location and description of which are set forth in the Subdivision Plat, for the purpose of drainage, and maintenance and improvement of drainage, of the Subdivision. Nothing herein shall imply any obligation on the part of Developer, its successors or assigns, to maintain, improve, or otherwise take any action with reference to said easements. No Tract Owner shall erect structures upon, obstruct, or otherwise make use of such road or utility easements in such manner as to prevent utilization of the easements for the purposes herein set out.

ARTICLE THREE
PROPERTY OWNERS' ASSOCIATION

3.01 There is hereby created the WESTCREEK PROPERTY OWNERS' ASSOCIATION, hereinafter called "Association", for the purpose of protecting and promoting the residential and recreational environment of WESTCREEK through enforcement of the property restrictions adopted for each Tract. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract, but in the event of the execution of a contract for deed covering any Tract, the "Owner" shall be the Buyer named in the contract. The Association shall consist of all Owners, with each Owner entitled to one (1) vote per Tract. In the event that legal title to any Tract is held by two or more Owners, then such Owners shall determine among themselves how their vote shall be exercised, but in no event shall more votes be cast than one (1) vote per Tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually by the majority of votes of those Association members voting in each election, which election shall be held by a meeting of the Association on the first Tuesday of June of each year, for terms of one (1) year, provided however, that the initial Board of Directors shall be J. R. BRODNAX, JR., W. R. CRICK and G. W. TEGELER, until that point in time when seventy-five per cent. (75%) of all Tracts have been conveyed by Developer. Developer may, at his option, call an election and require the Tract Owners, including the Developer, to form such Association and elect officers thereto prior to a time when 75% of the Tracts in the Subdivision have been sold. The first annual election of the Board of Directors as provided herein shall occur on the first Tuesday of June next succeeding the date Developer consummates the sale of 75% of the Tracts. If any member of the Board of Directors dies, resigns, or becomes unable or refuses to act, then prior to the date of the first election of the Board of Directors the Developer is authorized to appoint a new director and subsequent to the date of such election, the other members of the Board of Directors are authorized by majority vote to appoint a new Director to serve the remainder of the term of such Directors.

The Board of Directors shall perform the following functions:

- (a) Act as representatives of all of the Owners to avoid depreciation of property values;
- (b) Enforce or release any lien imposed on any part of this Subdivision by reason of violation of any of these covenants or restrictions;

- (c) Enforce, by appropriate proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) Approve or reject plans and specifications for improvements to be erected in said Subdivision in the manner set out hereinbelow; and
- (e) Do all other acts necessary to preserve, protect and promote the recreational and residential environment of WESTCREEK through maintenance and enforcement of the property restrictions.

ARCHITECTURAL CONTROL COMMITTEE

3.02 The members of the Board of Directors shall also serve as the Architectural Control Committee (hereinafter called the "Committee"). No member of the Board of Directors or the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3.03 No building or improvement of any character (including by way of example but not by way of limitation, residences, garages, barns, sheds, pens, fences, walls, radio or television antennae or dishes, windmills, swimming pools, tennis courts, outside lighting, propane tanks, water storage tanks, and any additions or alterations to any of the foregoing) shall be erected, placed, renovated or reconstructed on the property without approval of the plans and specifications by the Architectural Control Board as to quality of materials, harmony of external design with the land and with existing and proposed structures, as to topography and grade elevation, and as to reputation, qualifications, and business practices of selected builder. The Architectural Control Board shall have full and complete authority to approve or reject any such plans, specifications, and builder selections. Plans and specifications must include the location of buildings and structures with respect to the property lines, which location shall not be less than thirty (30) feet from any front property line (being any property line within a road easement) and twenty (20) feet from any side or back property line unless otherwise approved in writing by the Architectural Control Board, which may, in its sole discretion, grant variances not in violation of any Austin County Regulation or Ordinance. Additionally, prior to commencement of construction of a residence, the Architectural Control Board shall be provided with satisfactory evidence of interim financing arrangements or of the availability of sufficient funding to complete construction within nine months of groundbreaking. A true copy of all plans and specifications shall be logged permanently with the Architectural Control Board and any buildings, structures or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if said Architectural Control Board neither approves nor rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architectural Control Board, approval shall be implied.

ARTICLE FOUR RESTRICTIONS

4.01 The Tracts shall not be divided and sold in smaller parcels than originally conveyed by Developer, and no Tract Owner shall grant or allow road easements through any Tract, except as provided in Paragraph 4.15 hereof and as set forth in the Subdivision Plat as Reserve A.

4.02 Each Tract within the Subdivision shall be used for single family residential purposes only, or for recreational purposes consistent with single family residences.

4.03 No trailer, camper top, motor home, mobile home (whether on wheels or not), tent, shack, or other temporary structure shall be at any time used for human habitation temporarily or permanently.

OFFICIAL RECORD

VOL. 494 PAGE 505

OFFICIAL RECORD

VOL. 494 PAGE 506

4.04 Any residence constructed on any Tract shall be new construction only, with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. No residence shall contain less than One Thousand Five Hundred (1,500) square feet of living area, exclusive of porches, breezeways, patios, and garage, unless otherwise approved in writing by the Architectural Control Board.

4.05 No business or commercial structure of any kind or nature whatsoever shall be built upon, nor shall any business or commercial activity of any kind be maintained or conducted upon any Tract, unless Developer reserves the right for himself and his agents the right to maintain a sales office, construction office or model home on any unsold Tract.

4.06 No obnoxious or offensive activity may be carried on or conducted upon the Tracts, nor shall anything be done thereon which may be or become an annoyance or nuisance to Developer or adjoining Tract Owners.

4.07 No trash, garbage or debris of any kind shall be dumped or permitted to accumulate on any Tract. All refuse shall be stored in sanitary containers until disposition.

4.08 No animals shall be raised, bred, or kept on any Tract, with the following exceptions permitted: (i) domestic or household pets, (ii) horses, and (iii) other livestock, temporarily, if part of a 4-H, F.F.A. or other bona fide youth program, provided that none of the herein cited exceptions shall be allowed to become a nuisance or offensive to other Tract Owners. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance and ordered removed from the Tract. However, under no circumstances will swine be allowed in the Subdivision. The Architectural Control Board's decision shall in its sole judgment determine if a nuisance exists and its decision shall be conclusive.

4.09 No cess pools shall be dug or permitted on any Tract. Septic tanks will be permitted upon a Tract, but their structure and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line and fifty (50) feet from any roadway or creek. No septic tank may be shared with any other Tract Owner. No more than two (2) septic tanks may be constructed and maintained on any Tract unless the Owner secures a certificate from a registered professional civil engineer that the construction, location and maintenance of more than two (2) septic tanks will not pose any pollution danger or nuisance to adjoining property owners or watershed. There shall be no outside toilet built or used on any Tract.

4.10 No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard on any Tract.

4.11 No Tract shall be used as a depository for abandoned or junked motor vehicles. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be maintained on any Tract other than in a garage, or other closed structure.

4.12 No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained in the Subdivision, except by Developer, with the exception of one "For Sale" sign advertising a residence for sale, such sign not to exceed 34 inches by 46 inches. Developer shall have the right to remove any such non-conforming sign, advertisement, billboard or advertising structure which is placed in said Subdivision without such consent and in so doing shall not be liable and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

4.13 No part of any Tract shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or Austin County, Texas, or the police, health, sanitary, or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of property located within the Subdivision.

4.14 No firearms or fireworks of any kind shall be discharged within the Subdivision.

4.15 Developer (so long as he owns any Tract in the Subdivision) shall have (and hereby reserves) the right to negotiate, grant, convey, and, at Developer's option, dedicate for public or private use, utility easements for the benefit of such property located within the Subdivision. The form of such grant, conveyance, or dedication of easements shall be within the discretion of Developer, and may, at Developer's option, lie within one or more of the Tracts. By instrument in writing, describing a particular Tract, Developer may relinquish his right to create and grant an easement under this Paragraph 4.15, covering a portion of that particular Tract.

4.16 The Tract Owners, their heirs and assigns, are bound and obligated through the purchase of said Tracts, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on each Tract cut as often as may be necessary to keep a neat and attractive condition. In the event any Tract Owner should, in the opinion of Developer, fail to maintain said Tract in a neat and attractive manner, Developer will notify said Tract Owner in writing of any objectionable, detrimental or unattractive conditions existing on said Tract, and request Tract Owner, or subsequent owners, to eliminate same. In the event such Owner shall fail to eliminate any objectionable, detrimental, or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer specifying such objectionable or detrimental condition, then, in such event, Developer is authorized to eliminate such conditions and charge the cost of the same to such Tract Owner. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a Tract Owner fail to do so, after being duly notified, the Developer shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

4.17 All fences fronting along Westcreek Drive, Deep Creek Drive, Bee Creek Drive, and Deerview Lane, shall be constructed of board, split rail or welded pipe. No barbed wire or chicken wire fences are to be constructed on the road side of any Tract.

4.18 Any building or other improvement on any Tract that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable period of time by the Tract Owner, and the land restored to an orderly and attractive condition.

4.19 Culverts installed by Tract Owners from a road within the Subdivision to their driveways shall be reinforced concrete or corrugated steel and shall have a minimum diameter of eighteen inches.

ARTICLE FIVE MISCELLANEOUS

5.01 These covenants and restrictions shall run with the land, are imposed for the benefit of Developer and all future Tract Owners, their heirs and assigns, and shall be binding upon the Tract Owners, their heirs and assigns, and all persons or parties claiming under them, for

OFFICIAL RECORD

VOL. 494 PAGE 507

OFFICIAL RECORD

VOL 494 PAGE 508

a period of ten (10) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated or amended in whole or in part as hereinafter provided. These covenants and restrictions may be terminated or amended by the execution and recordation in the Official Records of Austin County, Texas, of a written instrument executed by the Owners (including the Developer) of a majority of the Tracts within the Subdivision. In voting under these restrictions, each Tract shall be entitled to one vote, regardless of the number of persons or entities owning said Tract. All of such owners or entities owning interests in such Tract shall determine among themselves how such single vote shall be cast. In addition, and without the necessity of amending these Restrictions, Developer shall have the right, with the approval of the WESTCREEK PROPERTY OWNERS' ASSOCIATION (such approval being required only if such Association then exists) to grant exceptions from time to time to the application of any particular provision of the Restrictions when so doing will not be inconsistent with the general overall plan for the development of the Subdivision.

5.02 In the event any one, or more of these covenants, provisions, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no wise affect the validity of the other covenants, provisions, conditions or restrictions set out herein, which shall remain in full force and effect. Developer and any Tract Owner (i) shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this instrument, and (ii) may, in any such proceeding, restrain any violation or attempted violation thereof, and may recover damages for such violation, as well as attorneys' fees, and other expenses incurred in enforcing the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Developer nor the ARCHITECTURAL CONTROL BOARD or the WESTCREEK PROPERTY OWNERS' ASSOCIATION shall have any liability whatsoever for any act or failure to act in connection with these restrictions, except with respect to their willful misconduct and acts of gross negligence.

EXECUTED this 2nd day of July, A.D., 1984.

J. R. BRODNAX, JR., TRUSTEE

THE STATE OF TEXAS §

COUNTY OF AUSTIN §

This instrument was acknowledged before me on this the 2nd day of July, A.D., 1984, by J. R. BRODNAX, JR., TRUSTEE.

My Commission Expires:

3-26-85

Notary Public Joy Seidel
State of Texas

Type or print notary's name:

JOY SEIDEL

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate in Austin County, Texas, out of the Rudolph von Roeder Survey, A-308, and being all of a called 25 Acre tract of Land (First Tract), all of a called 30 Acre tract of Land (Second Tract), and all of a called 129.48 Acre tract of Land (Third Tract) described in deeds from Gillis E. Bader to Claude Nolte Kendrick, et ux, as recorded in Volume 315, Page 233 dated December 22, 1969, Volume 350, Page 478 dated December 28, 1972, and Volume 351, Page 16 dated January 7, 1973 of the Austin County Deed Records, more particularly described as follows;

BEGINNING at an iron pin found at the Northwest fenced corner of the called 129.48 Acre tract, said point being the Northeast corner of a called 78 Acre tract of land now or formerly owned by W. A. Sengelmann, said point being in the South line of F. M. 1094;

THENCE with the South line of said highway, S 55° 59' 55" E, 448.39 ft. to an iron pin set at an angle point of said highway right-of-way;

THENCE S 55° 27' 55" E, 202.20 ft. to an iron pin set at an angle point of said highway right-of-way;

THENCE S 64° 59' 55" E, 209.00 ft. to an iron pin set at an angle point of said highway right-of-way;

THENCE S 75° 31' 55" E, 202.20 ft. to an iron pin set at an angle point of said highway right-of-way;

THENCE S 68° 59' 55" E, 78.02 ft. to an iron pin set for the most North-easterly corner of the tract of land herein described, said point being the Northwest corner of a 30 ft. easement from Helen Uhrk to Monroe Malecek as recorded in Volume 244, Page 384 of the Austin County Deed Records;

THENCE departing from said highway with the Westerly line of said easement, S 38° 39' 36" W, 486.30 ft. to an iron pin set for the Southwest angle point of said easement;

THENCE with the Southmost line of said easement, S 47° 01' 21" E, 1932.72 ft. to an iron pin set for Northeast corner of the called 25 Acre tract (First Tract);

THENCE with the Eastmost line of said tract, S 41° 30' 29" W, 372.60 ft. to an iron pin set at a fence line angle;

THENCE S 42° 57' 01" W, 1286.03 ft. to an iron pin set at the Southeast corner of said tract, said point being in the Northeast line of the Butler Ranch;

THENCE with the Northeast line of said Butler Ranch, N 47° 17' 34" W, 533.23 ft. to an iron pin set at a fence line angle;

THENCE N 48° 34' 53" W, 482.93 ft. to an iron pin set at a fence line angle;

THENCE N 46° 33' 25" W, 155.88 ft. to an iron pin set at a fence line angle;

THENCE N 46° 06' 20" W, 244.40 ft. to an iron pin set at a fence corner;

THENCE N 47° 24' 18" W, 247.42 ft. to an iron pin set at a fence corner, said point being the Northwest corner of said Butler Ranch and an interior corner of the called 129.48 Acre tract;

THENCE with the Southeast line of the called 129.48 Acre tract and the West line of the Butler Ranch, S 42° 27' 06" W, 2081.59 ft. to an iron pin found at the Southeast fenced corner of said 129.48 Acre tract;

THENCE with the South line of said 129.48 Acre tract, N 47° 33' 18" W, 1283.13 ft. to an iron pin found at the Southwest fenced corner of said tract, said point being in the East line of the aforementioned Sengelmann tract;

THENCE with the Westerly line of the called 129.48 Acre tract and the East line of the Sengelmann tract, N 41° 01' 47" E, 3865.91 ft. to the PLACE OF BEGINNING and containing 183.935 Acres of Land.

EXHIBIT A

Page 1 of 1 Pages

OFFICIAL RECORD

VOL. 494 PAGE 509

FILED FOR RECORD
AT 12:00 CLOCK P. M.

JUL 3 1984

DOROTHY HIMLY
CLERK COUNTY COURT, AUSTIN CO., TX
~~Dorothy Himly~~ Deputy
JAMIE WILLINGHAM

ORIGINAL RECORD

VOL 494 PAGE 510

Recorded JUL 13 1984

at 8:37 A.M.

DOROTHY HIMLY, County Clerk,
Austin County, Texas

By Jamie Willingham, Deputy
Jamie Willingham

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated, by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

*** Bill Johnson and Associates Real Estate Company will represent the Seller-Owner in all real estate sales transactions, unless prior provisions with the Buyer have been agreed to and acknowledged in writing by all parties.**

**** If you wish to be represented by a Buyer's Agent, please notify the Bill Johnson and Associates Real Estate Company sales agent with whom you are working, prior to looking at any properties.**

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

SIGN HERE

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-1111.

