STATE OF TEXAS
COUNTY OF BLANCO;
COUNTY OF BLANCO;
KNOW ALL HEN BY THESE PRESENTS; That Robert E. Peerman, Trustee,
know all HEN BY THESE PRESENTS; That Robert E. Peerman, Trustee,
know ALL HEN BY THESE PRESENTS; That Robert In Volume 113, Page
owner of that certain tract of land as described in Volume 113, Page
74, of the Dead Records of Blanco County, Texas, same being out of
the Peter Jackson Survey No. 177, Abstract No. 323, does hereby
subdivide all of said tract, being Madia acres, and does hereby
adopt this plat of PEDERNALES HTLLS NAMCHES, and does hereby dedicate
the eastments shown hereon to the use of the property owners and/or
their assigns forever.

HITNESS MY BAND THIS THE 10th DAY OF Systender 1985.

ROBERT E. PEERMAN, TRUSTEE Decmer

STATE OF TEXASC:

COUNTY OF BLANCO;

COUNTY OF BLANCO;

BEFORE ME, the undersigned, a notary public in and for said County

BEFORE ME, the this day personally appeared Robert E. Peerman, whose

name is subscribed to the foregoing instrument, and acknowledged

to me that he executed the same for the purposes and consideration

therein stated and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL THIS THE DAY OF Systember 2885.

NOTARY PUBLIC STATE OF TEXAS
My commission expires 1/1/4/47

STATE OF TEXAS

I, CHARLES SCOTT, COUNTY JUDGE OF ELANCO COUNTY, TEXAS, do hereby certify that the attached plat, and the accommanying field notes and above certificate and dedication, of PEDENALES HILLS RANCHES, a subdivision, having been duly presented to the Commissioner's Court of Blanco County, Pexas, and by said Court duly considered, was on this day approved, and said plat and field notes accompanying same are authorized to be registered and recorded in the proper records in the Office of the County Clerk of Blanco County, Texas. WITNESS MY HAND AND SEAL OF OFFICE THIS THE DAY Or Letter has

lians Scate

CHARLES SCOTT, COUNTY JUDGE BLANCO COUNTY, TEXAS

Degitarion, 1985 A.D. AT 1:50 0'CLOCK P.H. PLAT RECORDS OF BLANCO COUNTY, TEXAS, ON THIS THE FILED FOR RECORD ON THIS THE 20th DAY OF LINE 1985, A.D. AT 5:15 o'CLOCK P .M. RECORDED IN VOLUME / , PAGE /33-/36 . 25 DAY OF

DOROTHY UNCKER, COUNTY CLERK BLANCO COUNTY, TEXAS

PEDERNALES HILLS RANCHES

i

CITY BLANCO VICINITY MAP

1

FIELD NOTES: STATE OF BLANCO:

BEING A 180 51 ACRE TRACT OF LAND OUT OF THE PETER JACKSON SERVEY NO.
177, ASTRACT NO. 221 STITUMED IN BLANC COUNTY, TEXAS, AND SERVE ALL
177, ASTRACT NO. 121 STITUMED IN BLANC COUNTY, TEXAS, AND SETS ALL
178, ASTRACT OF LAND DESCRIPTION IN DEED CONVEYED TO ROBERT
E. PETERNAN, TRACT OF ADDREST OF KEITH AND JOHN BAN REMACHS, TRUSTEE
E. PETERNAN, TRACTES AND BECORDED IN VOLUME 113, PAGE 74 OF THE DEED RECORDS
OF BLANCY, TEXAS; ORNIO 380.51 ACRES BEING HORE PARTICULARLY
DESCRIPTION OF METTES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake at corner fence post for the Mortheast corner of this tract and said Peerman tract;

THENCE, with fence for the East line of said Peerman tract, the following courses numbered (1) and (2): $\dot{}$

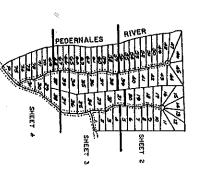
(2) S 01*36'50'E, 1036.54 feet;
(2) S 01*31'66'E, 2344.16 feet to an iron stake in the center of an existing 0 foot wide access easement for the most Eastern Southeast corner of this tract and said Peerman tract;

THENCE, with the center of said easement, same being the East line of said Peerman tract, the following courses numbered (1) through(37):

(36) 5 4:	20	0	S	2) S 3	5 2	0) S 1	9) S 1	8) S 1	7) S 2	6) S I	5) s 1	4) S 2	3) 5 3	2) 5	8	S	9) S 1	8) 8	2) 5	S) %	5) 8	S	3) S (2) S (1) S (S	9 8	8) S 1	s	ū	S	s	s	s	s	crace, ene :
8 47 33 4, 1	243711076	Park 36.0	1*17:57"	2-14-15-8	3*26 22 4	5*05 35*W	1.14.53.M.	8*31.36 W,	245.33.W.	8°46'47'E.	6*02'29"W,	1*12*26"W,	7°54'28"W,	8.23.14.4	7 22 59 W.	2.27.06.8	8 58 38 W,	2°21'21'H.	1+56-28"W,	8+16'24"W,	0*12 47"W	9 29 14 W.	1-17-02-W.	9"13'39"W,	4*59'12"W.	0°34'04'W	9 45 54 E	7-37 52 E	7 08 31 E,	3*38 18 W.	7*44 S4"H,	7*12'32"W,	4*16'07"W	11 11 8	8°16'04"W	ortentro
153.65 feet;	20.36 4001	45 95 feet	8.52 feet	6.32 feet	(,ll feet	7.71 feet	8.39 fect	87.53 feet	25.62 feet	0.16 feet	32.46 feet	14.68 feet	66.42 feet	4.30 feet	4.39 feet	72.42 feet	4.42 feet	79.55 feet	78.04 feet	0.84 feet	59.07 feet	72.24 feet	9_77 feet	.07.39 feet	46,35 feet	85.50 fee	70.70 fee	7.30 fee	.69.30 fee	48.71 fee	52.92 fee	62.47 fee	5.58 fee	5.69 for	0.78 £ee	TERRES TOTAL

BECINNING

(30) & 48-4/-3J-W, 103.05 leet:
(37) & 40*53'26'W, 80.01 feet to the most Southern corner of this tract and said Peerman tract, being on the Record East Bank of the Pedernales River;



THENCE, with the said East Bank of River, same being the West line of said Peerman tract, the following courses numbered (1) through (27):

	_	_	_	_	_	_	_	_	_	_	_	_	_														
	26)	25	24	23)	22)	2	20	19	(81	3	9	5	3	[23]	3	E	5	9	8	3	9	3	ŝ	9	ຣ	9	
																									z		
	š	3	õ	3	3	ĕ	្ន	3	ž	š	35			3	ä	9	3	?	•	8	፧	?	:	20	\$	72°1	
	٠:	7	۲	2	7	~:	Ÿ	7	٧.	5	ب	•	٠.	ᄤ	٠	뗫	۰	۰	Ļħ	œ	0	۰	,	۳	80	0.2	
ï	7	잒	7	۳	Ŋ	v	띡	7	ĭ	I	ž	Š	۲.	E	S.E	å	•	'n	ŵ	ð	ń	'n	9	œ	٠,	21.W.	
;	2		2	8	v	ដ	2	2	3	S		8	201	8											£ 2.3		
,	'n	ï	Ġ	ò	'n	:	÷	'n	:	'n	:		٠,	:	i	٠.	٠.	÷	in	÷	:	i.	:	٠.	ü	73	
•	feet	feet	č	feet	feet	ë	ë	'n	ě	ě	ě	ř	ě	fee	ĝ	re e	ře	ť	r	ë	14	ë	'n	'n	th D	ļ,	
7																											

(27) N 07°54'53"W, 143.35 feet to an iron stake at corner fence post for the Northwest corner of this tract and said Peerman tract; THENCE, with fence for the North line of said Peerman tract, the following courses numbered (1) through (7):

containing	3	(6)	(5)	£	(3)	(2)	5
80.51 acres of la	88*22'16"E, 609.90 feet to t	87*55'04"E, 868.84 fee	88°20'48"E, 180.01 fee	"50'15"E, 700	87*42*27"E, 704.69 fee	87°50'15"E, 306.58 fee	86*14'03"E, 243.4

I, David James, a Registered Public Surveyor of the State of Texas, do hereby certify that the above Field Noves and attached Flat represent an actual survey made on the ground, under my supervision, on the date aboun below, and that it is true and correct to the best of my knowledge and belief.



1 Juny 1385

(1) An easement of Ten (10) feet in width on each mide of each lot line is hereby dedicated for the construction and maintenance of public utilities.

(2) Each dwelling constructed or placed in this subdividuon shall be connected to a Private Individual Sewage and Wastwaster Disposal System before being occupied, and such System shall meet the specifications and requirements of the State Health Department and the County of Blanco. In addition, there shall be a minimum 150 foot distance between any well and Septic System on any Lot or Lots.

(3) Pertaining to Garbage and Waste Disposal in this Subdivision, each property owner shall strictly adhere to the requirements of the State Health Department, and shall conform to same by removing and dumping on approved grounds or through special scrvices set up by the Developers or Property Owners for this purpose.

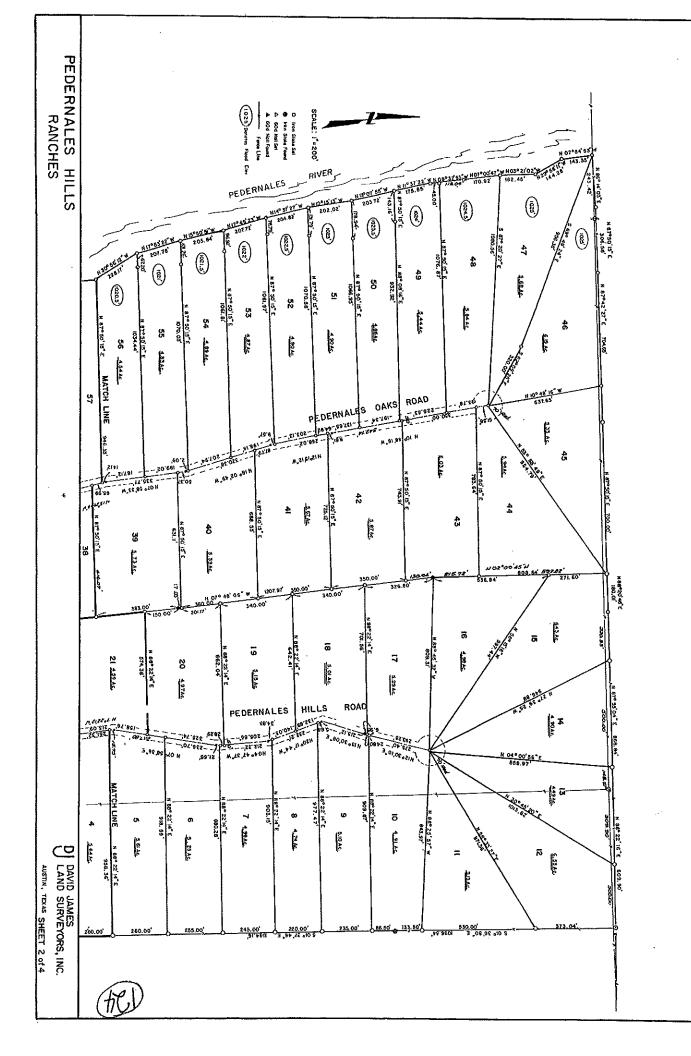
(4) Pertaining to the 100 Year Flood Plain. According to a PRELIMINARY STUDY BY THE CORPS OF EXCHIEES THE 100TH. FLOOD PLAIN IS CONTAINED WITHIN CLEVATIONS SHOWN ON LOTS ON MYDER, NO AMBITABLE STRUCTURE SHALL BE BUILT BELOW THE ELEVATIONS. SHOWN ON THE PLAT.

(S.) NO MABITABLE STRUCTURE SHALL BE BUILT WITHIN ANY DRAINAGE EASEMENTS AS SHOWN HERE ON OR FORTY (40°) FEET OF ANY WATERCOURSE OR NATURAL ORANAGE WAY.

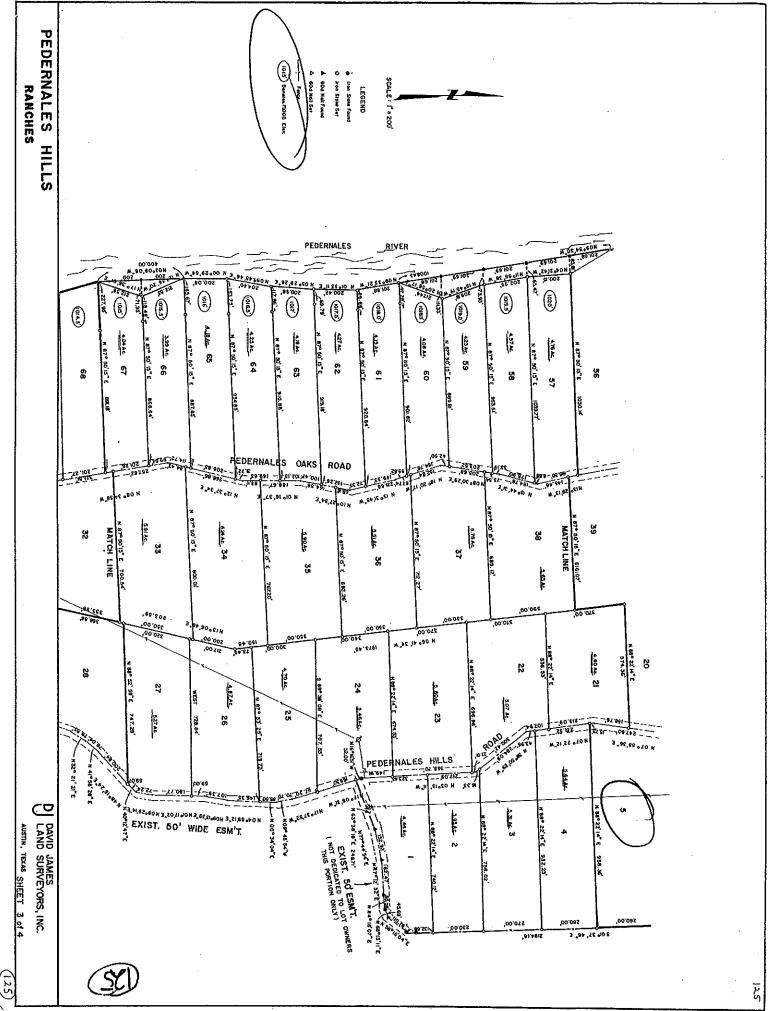
(4) THE COMMISSIONER'S COURT AND/OR THE DEVELOPER SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS ARISING FROM NON-COMPLIANCE TO ITEMS 4 AND 5.

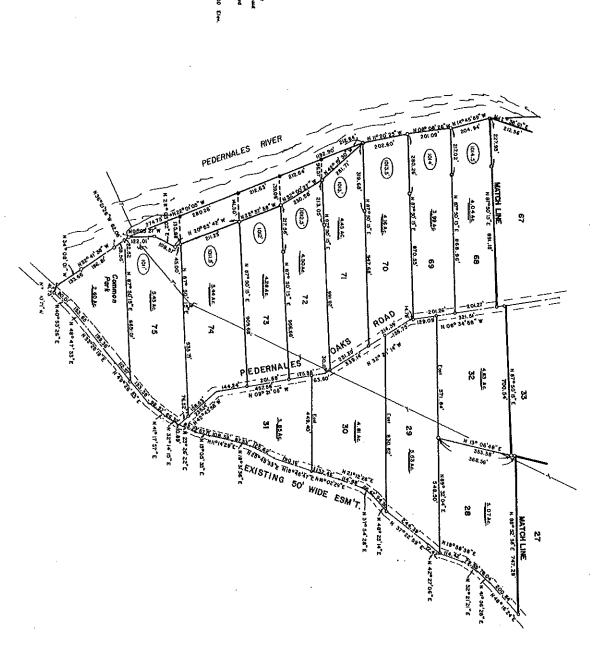
D DAVID JAMES
LAND SURVEYORS, INC.

AUSTIN, TEXAS



Z





SCALE 1"-200"

DAVID JAMES
LAND SURVEYORS, INC.
AUSTIN, TEXAS SHEET 4 of 4

981)

STATE OF TEXAS
COUNTY OF BLANCO

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS PEDERNALES HILLS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, ROBERT E. PEERMAN, Trustee, hereinafter called the Declarant, is the owner of all of that certain real property located in Blanco County, Texas, described as follows:

Being a 380.51 acre tract of land out of the Peter Jackson Survey No. 177, abstract No. 323, situated in Blanco County, Texas, and being all of that certain tract of land described in a deed conveyed to Robert E. Paerman, Trustee by Robert Q. Keith and John Ben Wenmohs, Trustee on 14 May, 1984, and recorded in Volume 113, Page 74 of the deed records of Blanco County, Texas.

Now, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD, and CONVEYED subject to the following easements, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, or any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described hereinabove shall hereafter be referred to and known as PEDERNALES HILLS, which shall hereafter be subject to the following:

A. LAND USE

(1) All tracts of land out of Pedernales Hills are restricted to use for residential purposes only. No commercial or business use or activity shall be permitted, whether for profit or not. No signs shall be placed on any part of the property indicating a commercial or non-residential use thereof.

- (2) No animals or fowl shall be permitted other than those types of animals or fowl normally found on suburban property and/or raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include, but are not necessarily limited to; horses, cows, sheep, goats and household pets. No swine shall be permitted, nor shall any cattle, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, shall be permitted.
- (3) No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted.
- (4) No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners.
- (5) No hunting shall be permitted which in any manner involved property owned by other persons so as to cause a person to walk upon or discharge a shot or other projectile onto roadways or non-owned property.
- (6) No tents shall be used on any of the property for residential purposes for a period or periods in excess of a total of thirty (30) days during any consecutive 365 day period.
- (7) All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers.
- (8) No structures used for storage purposes shall be erected or placed upon any parcel of land which will be visible from any roadway unless placed within the most rear one-fourth of the parcel, being such portion farthest sway from any roadway. All such structures shall be neatly maintained.
- (9) No discharge of any waste, chemical or other matter shall be permitted into any creek or river in PEDERNALES HILLS so as to be harm-ful to the creek or river or other persons using the creek or river.
- (10) No quarrying, mining, excavating or removal of timber, exclusive of ceder, shall be permitted, except as necessary for the construction or placement of dwellings or other out-building structures on the property.

B. PROPERTY OWNERS' ASSOCIATION, ASSESSMENTS, AND RULES

- (1) A "Property Owners' Association" is hereby created to be made up of the owners of property within Pedernales Hills (The Subdivision). A Governing Board of Directors of at least three (3) members shall be elected by owners within the subdivision. Owners shall have as many votes as they have acres of land. Election of Directors shall be made annually. The initial Board of Directors shall propose By-Laws for the Association governing its operation which shall require the approval of a majority of the votes of property owners. Thereafter amendment of such By-Laws shall require a three-fourths (3/4) vote of the property owners.
- (2) Through the Board of Directors, the Property Owners' Association shall have authority to:
- (a) Declare and collect an assessment for each tract of land within the subdivision on a per acre basis to provide funds for the maintenance of roadways and other business of the Association. Such assessment procedure shall be established by the By-Laws and, if included, may provide for the affixing of a lien against the property to enforce non-payment thereof, subject however, to the requirement that any such lien affixing procedure shall in no manner adversely affect or be collectible from any mortgagee holding a valid lien upon the property, and subject further to the requirement that no assessment lien affixed upon the property shall be effective until a written notice of Lien Claim be filed in the Deed Records of Blanco County, Texas. The By-Laws may provide for an enforcement procedure, including the filing of suit for foreclosure of such Assessment Lien and the assessment of attorneys' fees incurred to collect or enforce such delinquent assessments.
- (b) Contract for and pay for the maintenance of roadway easements and other expenses incurred to enforce these restrictions.
- (c) Promulgate rules and regulations governing the use of roadway easements, expressly including reasonable speed and weight limit requirements.

- (d) Serve as the Architectural Control Committee, as hereafter established, at such time as all of the property within the subdivision has been sold by Declarant.
- (3) Notwithstanding the foregoing, the Association shall not begin its operation until such time as Declarant shall have sold all of the property covered hereby. At such time, Declarant will provide written notice thereof by regular United States mail to the last mailing address shown on the records of Declarant. Such notice will contain a place, date and time of a meeting of property owners for the purpose of electing the initial Board of Directors and such other business as may be brought before the meeting.

C. CREATION OF ROADWAY AND UTILITY EASEMENTS

- (1) There is hereby created for the use and benefit of the owners of said property comprising Pedernales Hills, Declarant, and their respective heirs and assigns, expressly including Declarant and his assigns of any adjoining property hereafter owned and/or developed by Declarant, those certain roadway easements described on the recorded plat of Pedernales Hills.
- (2) Such easements shall be exclusively for the benefit of the persons described above who are hereby granted the free and uninterrupted use, liberty and easement of passing in and along, over and across such easements. The foregoing easements are hereby further dedicated to the public, for public use forever.
- (3) The roadway easements created by this section shall also be subject to use as utility easements for the benefit of all of the owners of Pedernales Hills and for all utility companies (expressly including but not limited to gas, water, electric, telephone and cable relevision companies) which may from time to time be asked to bring service lines or cables to any part of said property.

- (4) In addition to the foregoing, there is hereby created a utility easement twenty feet (20') wide immediately inside and adjacent to all roadway easements and ten feet (10') along all other boundary lines of parcels within said Pedernales Hills, expressly excluding a boundary line or portion thereof which runs along a creek, river or other waterway within said property unless it becomes necessary to cross said creek, river or waterway to provide service from one tract to an adjacent tract. This easement shall benefit all utility companies named herein.
- (5) Such utility easements herein created shall expessly be granted for the benefit of Bell Telephone Company and the Pedernales Electric Cooperative, Inc., who not provide service to said property, as well as other companies hereafter providing such service. Said companies shall have free access to said easements for installation and maintenance of their lines or cables whether underground or overhead.
- (6) Reservation is hereby made by Declarant to amend this instrument to change or grant additional easements required by utility companies to provide reasonable service to the property.
- (7) There is an additional easement that exists for the roadway leading from RM 2766 to the Pedernales Hills Ranch. A copy of that easement is attached to these restrictive covenants. All agreements set forth in that instrument are hereby adopted as part of the: C. creation of Roadway and utility easements for this subdivision. This easement is strictly for ingress and egress to the Pedernales Hills Ranch only.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

(1) Architectural Control: No structure, building or fence shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee of One as to quality of workmanship and materials, harmony of external design within existing structures, and as to location with respect to topography and finish grade

elevation. The Architectural Control Committee of One is composed of Robert E. Peerman, Sr. In the event of death or resignation of Robert E. Peerman, Sr., he or the executor of his estate shall have full authority to designate a successor. The Committee of One shall not be entitled to any compensation for services performed pursuant to this covenant. The Approval or disapproval of the Committee of One as required in these covenants shall be in writing. In the event the Committee of One, or its designated representatives fails to approve within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- (2) Notwithstanding the foregoing, from and after the date the initial Board of Directors is elected by the Property Owner's Association, such Board shall thereafter constitute the Architectural Control Committee.
- (3) All dwellings, including open porches, garages, carports and pations shall be judged on an individual basis as submitted, and must conform to modern housing standards. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode and not modern looking facilities which would look out of place in rural surroundings. The entire exterior walls of all dwellings units or other buildings hereafter constructed must be completed within six (6) months after the commencement of work thereon or the placing of materials therefore on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls.
- (4) No outside toilets, privies or cesspools will be permitted, and no installation of any type of sweage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of and be certified by the State Health Department, Blanco County Health Department and the Lower Colorado River Authority. Inspection and certification by

each of the foregoing named requiatory governmental enitites shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body shall be deemed a certification by that other regulatory body for compliance purposes hereunder.

E. BUILDING SET BACK LINES

- (1) Building set back lines shall be a minimum of 200' from the front property line. Nothing shall be erected in front of this line except fencing.
- (2) No structure other than fencing shall be permitted closer than ten feet (10') from any side property line.

F. MISCELLANEOUS

- and builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties haveing the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.
- Association hereby retains the right, in the furtherance of the plan for the development of such property as a rural neighborhood, to execute amendments to, including granting variances from and on, the aforecited restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opnion

that any such amendments or variances would be in the furtherance of the plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof.

- (3) The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise, of said land whether by decent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel of said land, including any person procuring the right by contract to acquire title to any parcel of said land, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations thereon, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Blanco County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any parcel of land.
- (4) The restrictive covenants and use limitations hereby published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of thirty (30) years from and after date hereof, and from and after such date shall automatically be extended for an additional term of thirty (30) years unless by a vote of three-fourths (3/4) of the record owners of such land calculated on an acreage basis, with each husband and wife being considered as one owner, taken prior to expiration of said thirty (30) years

and filed for record in the Deed Records of Blanco County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said land.

(5) It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive dovenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

WITNESS OUR HANDS THIS

28th DAY OF Street

ROBERT E. PEERMAN, TRUSTEE

THE STATE OF TEXAS

X

COUNTY OF HAYS

Y

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT E. PEERMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28 day of

+ Impacy De

Notary Publid in and for Hays County Texas

PAMERA J. BLAIR

(Printed or stamped name of notary

My Commission Expires:

10/18/8

AMENDMENT OF RESTRICTIONS

FOR

PEDERNALES HILLS

STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, pursuant to paragraph (2) SECTION F, MISCELLANEOUS, DECLARANT, ROBERT E. PEERMAN, Trustee, retained the right to execute amendments to said restrictive covenants in order to further the plan for the development; and

WHEREAS, ROBERT E. PEERMAN, Trustee has determined that due to the restricted size of the lots within Pedernales Hills it is unsafe and unsound to allow any type of hunting or use of firearms within the subdivision.

NOW, THEREFORE, ROBERT E. PEERMAN, Trustee, pursuant to the authority conferred upon him as Declarant in the above described Restrictions, does hereby adopt the following to be made a part of and as an amendment to said Restrictions for Pedernales Hills in order to further the plan for the development of such property.

 No hunting of any kind shall be permitted, and no firearms of any kind shall be discharged on the property.

EXECUTED this _____ day of

The Restrictions for Pedernales Hills in all other respects shall remain in full force and effect.

Sel Jeenna

ROBERT E. PEERMAN. Truste

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 17 day of hecember, 1970, by ROBERT E. PEERMAN, Trustee

IRENE E. GLASS
Notary Public, State of Tozza
My Commission Expline
OCTOBER 25, 1994

Notary Public, State of Texas

Thene (Print or Stamp Name of Notary)

My commission expires: (0-25-9)

FILED FOR RECORD FEBRUARY 22, 1991 at 10:52 A.M. DOROTHY UECKER, CLERK, BLANCO COUNTY TEXAS RECORDED FEBRUARY 25, 1991 at 9:21 A.M.

951936

AMENDMENT OF RESTRICTIONS

FOR

PEDERNALES HILLS

STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, ROBERT E. PEERMAN, Developer and former Trustee has heretofore filed restrictions for Pedernales Hills, a subdivision in Blanco County, Texas, covering a 380.51 acre tract of land out of the Peter Jackson Survey No. 177, Abstract No. 323, Blanco County, Texas, which restrictions are recorded in Volume 118, Page 425, Blanco County Deed Records; and

WHEREAS pursuant to paragraph (2) SECTION F, MISCELLANEOUS, now comes the BOARD OF DIRECTORS of the duly formed PROPERTY OWNERS
ASSOCIATION who retain the right to execute amendments to said restrictive covenants in order to further the plan for development of such property as a rural neighborhood; and

WHEREAS, the BOARD OF DIRECTORS, Trustees acting upon the wishes of the majority of the property owners has determined that the original intent for the development of PEDERNALES HILLS called for construction of homes or cabins either for full time residency or for weekend or vacation enjoyment and of normal construction methods for such structures and of architectural design to compliment the surroundings.

NOW, THEREFORE, the BOARD OF DIRECTORS, Trustees, pursuant to the authority conferred upon them as Declarants in the above described Restrictions, do hereby adopt the following to be made a part of and as an amendment to said Restrictions for Pedernales Hills in order to further the plan for such development of such property.

1. Section (D), Sub Section (3) Dwellings - The term dwelling shall mean an approved home or cabin built on the property of construction materials normally used for such structures. The use of travel trailers, mobile homes, recreational vehicles or tents as either permanent or part time residency is prohibited.

The Restrictions for Pedernales Hills in all other respects shall remain in full force and effect.

EXECUTED this 160 day of Ocrober , 1995.

James Hewett, President BOARD OF DIRECTORS/TRUSTER STATE OF TEXAS COUNTY OF BLANCO

Before me, Debra S. Batchelor, a notary public, on this day personally appeared James Hewitt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of let . 198.

Debra S. Batchelor

My commission expires: 3-17-47



FILED FOR RECORD OCTOBER 16th, 1995 at 10:05 A.M. DOROTHY UECKER, CLERK, BLANCO COUNTY, TEXAS RECORDED OCTOBER 18th, 1995 at 3:57 P. M.

VOL 0229PAGE 692

AMENDMENT OF RESTRICTIONS FOR

PEDERNALES HILLS RANCH

002720

STATE OF TEXAS

KNOW ALL MEN BY THESE PRES

COUNTY OF BLANCO

WHEREAS, ROBERT E. PEERMAN, developer and former Trustee has heretofore filed restrictions for Pedernales Hills, a subdivision in Blanco County, Texas, covering a 380.51 acre tract of land out of the Peter Jackson Survey No. 177, Abstract No. 323, Blanco County, Texas, which restrictions are recorded in Volume 118, Page 425, Blanco County Deed Records; and

WHEREAS pursuant to paragraph (2) SECTION F, MISCELLAENOUS, now comes the BOARD OF DIRECTORS of the duly formed PROPERTY OWNERS ASSOCIATION who retain the right to execute amendments to said restrictive covenants in order to further the plan for development of such property as a rural neighborhood; and

WHEREAS, the BOARD OF DIRECTORS, Trustees acting upon the wishes of the majority of the property owners has determined that the original intent for the development of PEDERNALES HILLS called for construction of homes or cabins either for full time residency or for weekend or vacation enjoyment.

WHEREAS, the purpose of this restriction on outdoor night-time lighting is to maintain the natural darkness of night skies at Pedernales Hills, to minimize the impact of unnatural lighting on that environment, and to prevent nuisance lighting and light trespass from adversely impacting neighboring properties.

NOW, THEREFORE, the BOARD OF DIRECTORS, Trustees, pursuant to the authority conferred upon them as Declarants in the above described Restrictions, do hereby adopt the following to be made a part of and as an amendment to said Restrictions for Pedernales Hills in order to further the plan for such development of such property.

Exterior lighting shall be limited to fully shielded low wattage path and doorway lighting, and low wattage landscape and accent lighting. "Fully shielded" means that no light emitted from a lighting fixture is emitted above the horizontal plane running through the lowest point on the fixture where light is emitted (light is directed downward).

Photocell activated "dusk-to-dawn" lights shall not be permitted.

Mercury-vapor lights and any other bright lights and "security lights" shall not be permitted.

Exterior lights shall be mounted at a height low enough to prevent casting light directly onto neighboring properties.

Exceptions to the above include fixtures with single incandescent lights of 100 watts or less and florescent lights of 20 watts or less.

ne for Pedernales Hills in all other respects shall remain in full force and effect

The Restrictions for Pedernales Hills in all other respects shall remain in full force and effect.
EXECUTED this 25 day of October ,2000
Deborah J. Hewer, Secretary BOARD OF DIRECTORS/TRUSTEES
STATE OF TEXAS COUNTY OF BLANCO
Before me, Debra 5. Batchelon, a notary public, on this day personally appeared Debral J. Hewett known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this 25th day of October , 2000
My commission expires: 3-19-2003 DEBRA S BATCHELOR NOTARY PUBLIC State of Texas Comm. Exp. 03-19-2003

Any provisions hands which restrict the tase, notifi for tase of the described popular forcess of notion or not to immediated unanticonstitution of section for EARTH OF ECO.

COUNTY OF ECO.

Thendry cash that the instrument was FILEO in the literature described on the color of the first season for the color of the color of

OCT 312000

Diratly Vector COUNTY CLERK TEXAS

	الانت							Contract of the second	
GRAN	TURT KOB	ert Q. Kiet	i et al.,		GRANTE		RAL TELEPHI	OF	THE S.
THE STA		Texas 2 1811-1	ivich in EASE	MËNT & RI	GIÍT-OF-WA		. Box 1013	- Brownwoo Johnson C	177
50thimiz		Blanco	KNOW	ALL MEN B			EXCHANGE	. 7. 45,65	1.17
COUNTY)k			Tabu I	0.00 4.	7	ORDER NO	489022	
Tha		We, Robert		'	**	•		107	/
		and Daniel	v. Flatte	1,000	** ** ; YET **	the regionality	and the Copyal Copyal Copyal Copyal C		36
to the Cou		Blanco	rate No. 5		end Sta	to aforesaid,	for and in consti	ention of the	um of
the Southw	cal, a Dolawai	re corporation, the	receipt of which	to_	ills Snowledged	and soutsees	ald by General 7	elephone Comp	
"of right-of-	way for a com	in grant and convey imunication line, o	r unio Genera: r Knas, consisti	retopnone Co	mpany of the	o bouthwest, i	ts successors and	assigns, an eas	inont
mana (moto		K-fortoksor poles : ted and staked ou	UMBOLE DE WOODE.	MANNI OF AINAY	material ne	laren bas bal			g the
									1
dilling	naktián a	I that couts	د خدسته بیل			· //.			
on	itess beca	f that certaing out of th	e Peter Jo	ickson Lea	toue, and	Labor, Ri	lanca Count	1 Stata	
0 %	Regents	aid tract be	xng more p rsitu ok 1	ranticulai Texas Súsi	vy descr tom ot a	lbed in t	i Deed from	the Board	
aq	çea xne 1.	5th day of N s of Blanco	ovember 14	179 tecon	ided in V	olume 100	at Page 3	02 of the	
	ì								
cer	ueuine.	ten (10) fe said center	aane beand	i Xne Line	. Kormed -	hii she ni	acomous al	tolonhana	
cai	ict of la	bles. Whether	aerial or	i buried u	ipon, ove	r and acr	coss the af	oresald	
							3		
				$\mathcal{F}_{\mathcal{F}}$					
								,	
			• • •			* * * * * * * *			
		3.44							1
		And the second	i						
		1. 1. 1. 1. 1.	· . ·						
					7.77		e de la companya de La companya de la co		
								1 4/11/2	
			7.1						
	Blanco	,		Texas					
Situated in recognizes ti	of the genera	course of said lin	County	scribed, is bas	ed upon preli	minary survey	only, and Grant	and the Grant	or (s)
that the ease	mont percon	granted shall apply hereby expressly	to the actual l	ocation of said	l lines when c	constructed.		1.	
Wire or cable	n attached to i	the Grantee's poles with the right of is	. also to includ	e the necessar	y easoment t	o accommoda	te the mid who	a fishings areas	
midecung, b	naintaining, co	natructing, recons	bucling, operati	ng and remov	dng ibi lines s	ınd amıırtene	mose over moder	amous and time	
DRIDERSKY D	化甲代替尿素 對於某	n the sole ludgme	ere motornerkie!	uteo kenkelelek	STATE OF THE SECOND SEC	ሲኒክኒዊ የኦርቪሊን	ba right to trims	WARRED BOOK FOR	
line and edn	imment or to r	remove possible ha	zards thereto.						
line shall be	abandoned.	HOLD the above				٠,	. :		
And X (v	we) do hereby stribed easem	bind sogself (ours	elves), #6% (our) to the said Gran	heirs and legites, its success	al representati sors and ass	ives, to warra: igns, against	at and forever de	fond, all and ain	gular
claiming or t	o claim the sa	ime or any part the	ereof.						
EXECU	TED thu	26th day of	- Jul y	 	, 10 <u>83</u> -				
	1 7:				1		10		
Palas	7 / Q	Keeth			former	Z.C	Valer		
KUDEK	zi mein			Ja	yes L. We	271	Tool		
John L.	ESSEL Sr.	*		863 Day	anul	latten	Stalle	—	<u>.</u>
7	1-1-			vui	-upo F+ I	······································			4 - 1

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF	Texas 1.		
ING DIATA OF	Differen		
County of	Branco		
			Robert Q. Kleth,
BEFORE ME,	the undersigned authority, on	this day personally	appeared
			the state of the s
		ii.	to the foregoing instrument, and acknowledged to me that 112
executed the same !	for the purposes and conside	ration therein expre	assed.
the state of the state of	R MY HAND AND SEAL C		210 Hoday of July A. D. 19 12
CIATU OUDE	My Commission expires on .	8-5-16.	Oackie Gregory
le le	My Committion expires on .	Distriction 1	NAME TYPED JACKIE BREGORY
V 72 6 74.	and a properties		Notary Public County, Jugar
	in the first of th		
	ઌઌ૿૽ૢ૱૱ૣ૽ૺૡ૿૽ૢઌૣ૱ઌ૽ૡ૽૽૱ૺૺઌ૽ૢઌૺૺૺૺ	strategy and	
ej la din	CERTIFICAT	E OF ACKNOWL	EDGMENT FOR INDIVIDUALS
g: 16 - 4 - 5			
THE STATE OF_	Texas		ર્વા કર્યા હતું છે. તેનું મુખ્ય અને મુખ્યું છે જાણ છું જ મેરે મેટ્રે માટે છ
	Jefferson }		
County of			
Theresia sa		n ship day arrangili	u appeared
BEFORE ME.	the undersigned authority, or	it that they betsomany	
. 	James L. Weber		Adding a
· · · · · · · · · · · · · · · · · · ·	the marrie Martineri	KY to KXY ashowili-	d to the foregoing instrument, and acknowledged to me that he
	and the second of the second o		
executed the same	for the purposes and consid-	eration therein expre	essed.
	R MY HAND AND SEAL C	DE ORESCE AL.	26th day of July A. D. 10 82
. GIVEN UNDE	4 MI HVUD VUD SEVP C	OPPICE IM	A
		ords on 8-5-84	WAME TYPED Jack, e GREGORY
	My Commission ax	Heat on	Notery Public June County, June -
			Konsty Tourie 3
	р, в (- я	Q 1 '	
·			
			THE PARTY OF THE P
	CERTIFIC	Yar-or-y crayou	Application of the standing of
THE STATE OF	Texas	<u>.</u>]	
	gefferson	1	
County of.	Seanco	-] .	
BEFORE MI	I, the undersigned authority	on this day person	
	John L. Bell		
		*** ** WXY	bed to the foregoing instrument, and acknowledged to me that
known to me to l	se the person (i) whose nam	o (t) is fired tonscur	10 the foregroup man and a second sec
executed the sam	s for the purposes and con	nderation therein ex	rpressed
CIVEN UN	der my hand and seal	R-C_611	Onckie Thegay
	My Commission expires o	4.0 <u>\$-70.7</u> %	- NUIS TUPED TO NEW YOR FOORY
En de describir en la describra (1975). Las comos			Notary Public Stopping County, Zings
		2	And the state of t
		. ,	The state of the s
2,3,0	and the second s		
,,	A Section 19	TATE OF ACKNOS	NIEDCHENT FOR INDIVIDUALS
THE STATE O	in the contract of the second		
	r Texas		
	Jufferson		The state of the s
County of	- OLUMEO	_J::	
			nally enneared
BEFORE N	E, the undersigned authority	, on this day persor	nany appeared
BEFORE N	Daniel V. Flo		W. SIVE W.
2	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		ribed to the foregoing instrument, and scknowledged to me that he
known to me to	be the person (Kwhose nar	រាច (សុ រន (១៩៩) រ បស់នេះ	noed to the foregoing
i.	me for the purposes and cor	asideration therein	expressed
2	The second secon	Y AN ARRIVE AL	26 th day of July 1. A. D. 19.6
GIVEN UN	NDER MY HAND AND SEA	TOP OFFICE OR	On bie Phraory
	and read of William	6.6	
and the second of the second	Commission expires on	6-2-84	ME TYPED JOCK CO. A. TO BOOK

EASEMENT

That we, JOHN L. BELL, JR., DANIEL V. FLATTEN, and JAMES L. WEBER, being the record owners of the lands described on Exhibit "A" hereto attached, in Blanco County, Texas, for the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration hereby bargain, sell, grant, and convey to ROBERT Q. KEITH, also a recorded owner, his heirs, successors and assigns for the purpose of ingress and egress a private easement and right of way fifty (50) feet in width, the center-line description of which is attached hereto and incorporated herein by reference as Exhibit "B" hereto for all purposes.

This easement and obligations hereunder shall be an easement appurtenant to the land in Blanco County, Texas, described on Exhibit "A".

At the option of Grantors, the gate at the junction of the easement and Ranch Road 2766 shall be kept locked.

Unless changed by the mutual consent of all easement owners:

- (1) the term "easement" includes not only the roadway, but also the bridge crossing the Pedernales River;
- (2) no person may put a gate or other closure across any part of the easement;
- (3) surface owners of the land described on Exhibit "A" as of January 1 of each year shall be liable per capita for cost to maintain the easement for the year. Such cost shall not exceed Five Hundred and No/100ths Dollars (\$500.00) per owner. In January of each year, the owners shall, by vote of a majority in interest of land area, designate one person to be "supervisor of road maintenance" for the year. Such supervisor shall determine the work necessary to be done, contract for materials and services, and pay for all such work. His decision for the year will be final.

Each owner shall be liable for his pro rata share of the easement maintenance cost as above limited and shall pay same within thirty (30) days from receipt of a statement of costs from

the supervisor of road maintenance. All statements not paid within thirty (30) days shall bear interest at the then highest rate allowed by law. The owner failing to timely pay shall also be liable for all costs, expenses and attorney's fees necessary to effect collection of the outstanding charges.

Unpaid expenses, interest and costs incurred in road maintenance shall become a lien on the road of any defaulting owner;

- (4) no hunting from vehicles may occur while said vehicles are located on the easement described;
- (5) any owner whose exceptional or unusual use of the easement shall damage same shall be obligated to repair such damage and restore the easement to its immediate prior condition, without any limitation as to the cost to repair such damage;
- (6) at his sole cost and expense, the owner of that portion of the surface of Exhibit "A" lying south of the Pedernales River over which the easement passes shall have the right to relocate said easement in whole or in part to other land owned by him on the following terms:
 - (a) upon notice to the remaining owners;
 - (b) without preventing ingress and egress during the construction of the relocation;
 - (c) by building a roadway equal in size, strength, surface smoothness, drainage and usability as the original road was at the time of relocation;
 - (d) by filing a centerline description of the relocated easement in the Deed Records of Blanco County;
 - (e) by being solely responsible for the cost to maintain said relocated easement during the first year after construction is completed, except for such damages covered in Paragraph 5 above.

EXECUTED this 23rd day of April, 1984.

Weber BEFORE ME, the undersigned authority, on this day personally appeared ROBERT Q. KEITH, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration GIVEN under my hand and seal of office this 30 day of Notary Public in and for State of Texas Printed Name of Notary **PEGGY STEWART** NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES 9-14-87 BEFORE ME, the undersigned authority, on this day personally appeared JOHN L. BELL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and GIVEN under my hand and seal of office this 23nd Public in

consideration therein expressed.

STATE OF TEXAS

therein expressed.

Commission expires

COUNTY OF

lovel 1984.

COUNTY OF :

STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned authority, on this day personally ared DANIEL V. FLATTEN, known to me to be the person whose is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration therein expressed. my hand and seal of office this 33 day of GIVEN, under 1984. Notary Public in and for Phyllis B. Sockwell Printed Name of Notary STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. WEBER, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 25 1984. Notary Public in State of Texas Commission expires

A 1,005.274 acre tract 3, located in Blanco County, Texas, and described as follows:

sing 1,005.274 acres of land out of the Peter Jackson League and Labor, ianco County. Texas, and being 1,005.274 acre Tract 3 out of the resubdivitance County. Texas, and being 1,005.274 acre Tract 3 out of the resubdivitance certain 2,520.4 acre tract of land, more or less, conveyed by Franciston Stribling, Individually and as Executor of the Estate of Olla Stribuyton Stribling, Individually and as Executor of the Estate of Olla Stribuyton Stribling, Individually and Frank R. Jelinek by deed dated April 11, oceased, to Barry K. Fawcett and Frank R. Jelinek by deed Records of Blaid and recorded in Volume 93 on pages 458-462 of the Deed Records of Blaid ounty, Texas, and described more particularly by metes and bounds as followanty, Texas, and described more particularly by metes and bounds as followanty.

ROM an iron pin and rock mound found in the West line of the Peter Jackso urvey, set for the Morthwest corner of the Barry K. Faucett and Frank R. elinek 2,520.4 acre tract of land described above; THENCE with the fence he North line of the said 2,520.4 acre tract, being the North line of the North line of the resubdivision of the said 2,520.4 acre tract 14.201 acre Tract 1A of the resubdivision of the said 2,520.4 acre tract 14.201 acre Tract 1A of the resubdivision of the said 2,520.4 acre tract 1A follows: N. 89° 37' 30" E. 70.25 feet, N. 89° 18' E. 743.95 feet, N. 89° 10' E. 2,374.62 feet, 1. 89° 18' 30" E. 161.01 feet, N. 89° 24' E. 467.97 feet, and N. 89° 10' 3 la 89° 18' 30" E. 161.01 feet, N. 89° 24' E. 467.97 feet, and N. 89° 10' 3 la 89° 18' 30" E. 161.01 feet, N. 89° 24' E. 467.97 feet, and N. 89° 10' 3 la 89° 18' 30" E. 161.01 feet, N. 89° 24' E. 467.97 feet, and N. 89° 10' 3 la 89° 18' 30" E. 161.01 feet, N. 89° 24' E. 467.97 feet, and N. 89° 10' 3 la 8

THEMCE with the fence, the North line of the said 2,520. It nore tract as follows: N. 89° 15' 30" E. 220. 43 feet, N. 89° 22' E. 2,734.58 feet, S. 57' 30" E. 48. 48 feet, N. 88° 12' 30" E. 22.51 feet, N. 89° 53' E. 3,710. feet, S. 69° 51' 30" E. 148.28 feet, and N. 89° 36' E. 69.36 feet to an i feet, S. 69° 51' 30" E. 148.28 feet, and N. 89° 36' E. 69.36 feet to an i fin in the West bank near the water's edge of the Federalles River, not feet Northwest corner of 25.944 acre Tract 5, for the Northeast corner of this tract;

THENCE with the West bank and near the water's edge of the Pedernalos Riv the West line of the said 25.944 acre Tract 5, as follows: S. 15° 05' E. 292.60 feet, S. 22° 30' 30" E. 438.67 feet, S. 22° 58' 30" E. 317.97 feet S. 22° 06' 45" E. 251.78 feet, S. 3' 42' 45" E. 488.48 feet, S. 00° 44' 3 381.94 feet, S. 5° 08' 15" E. 629.62 feet, S. 5° 26' E. 434.18 feet and S. 21° 00' 15" W. 159.20 feet to an iron pin in the Northwest line of the Roland Baird Tract, set for a corner of this tract, for the Southwest cold for the said 25.944 acre Tract 5, for the North corner of that 0.11v of an of the said 25.944 acre Tract 5, for the North corner of the Pedernales acre portion of the said Roland Baird Tract lying West of the Pedernales

THE CE with the Northwest line of the said 0.119 of an acre tract, S. 49° liv W. lou.ll feet to an iron pin set to re-establish the West corner of that portion of the said Roland Baird Truct lying West of the Pedernales River, for a re-entrant corner of this tract;

THEICE with the South line of the said Roland Baird 0.11) of an acre traces. 77° 09' 15" E. 78.42 feet to an iron pin in the West bank and near the water's edge of the Pedernales River, set for the Easternmost Northwest corner of the afore said 128.447 acre Tract 2, for the Southeast corner the said 0.119 of an acre tract, for a corner of this tract;

PHENCE with the Westerly, Northerly, and Easterly bank of the Pedernale; alver, near the water's edge, the Westerly, Northerly, and Easterly line the said 128.447 acre Tract 2 as follows: S. 21° 00° 15" W. 508.16 for 5. 26° 51' 15" W. 91'.78 feet, S. 71° 50' 30" W. 419.17 feet, \$. 53° 11' 10" W. 711.99 feet, S. 46° 38' W. 808.37 feet, S. 44° 10' 30" W. 860.25 3. 39° 29' 30" W. 720.68 feet, S. 54° 51' W. 651.88 feet, S. 68° 08' 15' 380.80 feet, S. 82° 51' 15" W. 305.71 feet, N. 76° 50' 15" W. 316.66 feet, 71° 23' 15" W. 447.15 feet, N. 67° 07' 15" W. 504.39 feet, N. 54° 31' 269.18 feet, N. 38' 21' 45" W. 389.34 feet, N. 14' 40' W. 223.71 feet, N. 17' 45" W. 692.26 feet, N. 22° 21' W. 596.37 feet, N. 17' 52' 30" W. 526.26 feet, N. 12° 24' W. 596.37 feet, N. 209.46 feet, N. 22° 15" W. 661.98 feet, N. 15° 36' 30" E. 323.28 feet, N. 2° 36' 30" W. 526.26 feet, N. 15° 36' 30" E. 323.28 feet, N. 2° 36' 30" W. 526.26 feet, N. 12° 42' 30" W. 631.34 feet, N. 11° 04' W. 411 feet, N. 3° 12' W. 335.90 feet, N. 30° 04' 45" W. 136.48 feet, and N. 16' 30" W. 226.81 feet to the place of beginning.

A 5.819 acre tract 4, located in Blanco County, Texas, and describes follows:

Being 5.819 acres of land out of the Peter Jackson League and Labor, Ble County, Texas, and being 5.819 acre Tract 4 out of the resubdivision of that certain 2,520.4 acre tract of land, more or less, conveyed by Fi Clayton Stribling, Individually and as Executor of the Estato of Olla St Deceased, to Barry K. Fawcett and Frank R. Jelinek by doed dated April and recorded in Volume 93 on pages 458-462 of the Deed Records of Blance County, Texas, and described more particularly by metes and bounds as for

BEGINNING at an iron pin and corner post found in the Southeast line of above described Barry K. Fawcett and Frank R. Jelinek 2,520.4 acre tract land, set for the West corner of that certain tract of land conveyed by Tyson, to Roland W. Baird, by deed dated June 5, 1951 and recorded in Vo 52 on pages 434-436 of the Deed Records of Blanco County, Texas, for the Morth corner of that certain tract of land conveyed by Jessie Lee Archer J. R. Archer by deed dated August 1, 1963 and recorded in Volume 71 on p 308-310 of the Deed Records of Blanco County, Texas, for a corner of the herein described 5.819 acre Tract 4;

THENCE with the fence, the Northwest line of the said J. R. Archer trace as follows: S. 33° 55! W. 277.65 feet, S. 47° 54' W. 21.76 feet, S. 56° 40" W. 57.70 feet, S. 68° 43' 30" W. 34.26 feet, and N. 79° 40' 30" W. 3 feet to end of fence on bluff;

THENCE with the bluff, the Northwest line of the said J. R. Archer tract S. 41° 23' W. 263.53 feet to the beginning of a fence;

THENCE with the fonce, the Northwest line of the said J. R. Archer tract as follows: S. 14° 03' E. 30.55 feet, S. 27° 35' W. 46.98 feet, S. 76° 91.49 feet, S. 49° 17' 45" W. 249.97 feet, S. 50° 47' 15" W. 333.48 feet S. 56° 35' 30" W. 257.72 feet, and S. 50° 36' W. 241.36 feet to a cedar at the end of said fonce;

THENUE with the Worthwent line of the said J. R. Archor tract, S. 51° 36 174:94 feet to an Iron pin set for the South corner of this tract, for a re-entrant corner of the J. R. Archer tract;

THENCE with a Northeast line of the said J. R. Archer tract, N. 39° 30' 156.07 feet to a point on the Southeast bank and near the water's edge of Pedernales River, set for a South corner of 128.447 acro Tract 2, for the Hest corner of this tract;

ich with the Southeast bank and near the water's edge of the Pedernalus er, the Southeast line of the said 120 Jth7 acre Tract 2, as follows: 50° 45' 30" E. 81.70 feet, N. 53° 20' E. 676.15 feet, N. 53° 17' E. .07 feet, N. 47° 13' 30" E. 372.32 feet, N. 44° 19' 15" E. 259.97 feet, 10' 30' 30" E. 293.29 feet, N. 31° 59' 15" E. 261.44 feet, N. 33° 08' 15" .73 feet, N. 29° 54' E. 497.86 feet, N. 20° 49' E. 528.81 feet, and 17° 27' 45" E. 169.06 feet to an iron pin in the South line of the afore d Roland Baird Tract, set for the Easternment Northeast corner of the 2 128.447 acre Tract 2, for the Northwest corner of this tract;

MCE with the South line of the said Roland Buird Tract, S. 77° 09' 15" E. 77 feet to a large Cedar tree, a re-entrant corner of the Roland Baird ict, the Northeaut corner of this tract;

DICE with the fence, the West line of the Roland Baird Tract, S. 5° 43' W. 1.16 feet, S. 28° 34' 15" W. 464.42 feet, and S. 35° 06' 30" W. 136.07 at to a Codar Stump on bluff;

TICE with the bluff, the Northwest line of the said Reland Baird Tract follows: S. 32° 06' 30" W. 453.30 feet, S. 36° 28' 45" W. 396.40 feet, i S. 34° 43' 30" W. 275.61 feet to the place of beginning.

A 86.813 acre tract 1C, located in Blanco County, Texas, and described as follows:

Being 86.813 acres of land out of the Peter Jackson League and Labor, Bla County, Texas, and being 86.81. acre Tract 10 out of the resubdivision of that certain 2,520.4 acre tract of land, more or less, convoyed by Franci layton Stribling, Individually and an Frank R. Jelinek by deed dated April 11 Deceased, to Barry K. Fawcett and Frank R. Jelinek by deed dated April 11 and recorded in Volume 93 on pages 458-462 of the Deed Records of Blanco County, Texas, and described more particularly by metes and bounds as fol

FROM an iron pin and corner post in the point of intersection of the West of the Peter Jackson League and Labor, with the North line of Ranch Road set for the Southwest corner of the above described Barryk. Fawcett and Fr R. Jelinek 2,520.4 acre tract, for the Southwest corner of 628.559 acre Tract 1B; THENCE with the North line of Ranch Road 2766, the South line she said 2,520.4 acre tract, the South line of the said 628.559 acre Trac 1.88 47 E. 225.86 feet, and N. 89 17 E. 4,966.53 feet to a concrete 30W marker, set for a Southeast corner of the said 628.559 acre tract, fo she West corner and Point of BEGINNING of the herein described 86.813 acre tract 10:

HENCE with the Southeast line of the said 628.559 acre tract, N. 54° 35' 4,909.82 feet to an iron pin in the West bank and near the water's edge calle Pedernales River, the West line of 128.447 acre Tract 2, set for the Southeast corner of the said 628.559 acre Tract 18, for the Northeast corter this tract;

THENCE with the West and South bank of the Pedernales River, the West and Bouth line of the said 128. https://doi.org/10.1001/

THENCE with the top of bluff, the North line of the siad J. R. Archer Tract, the South line of the aforesiad 2,520.4 acre tract, as follows: S. 39° 25' W. 185.21 feet, S. 43° 42' 45" W. 268.12 feet, S. 45° 19' 30" W. 477.85 feet, and S. 41° 25' W. 61.00 feet to a corner post;

THENCE with the fence, the North line of the J. R. Archer tract, the South line of the said 2,520.4 acre tract, S. 70° 18' W. 285.09 feet and S. 69° 35' 30" W. 273.88 feet to an iron pin and corner post set for the Northwest corner of the said J. R. Archer tract, for the Northeast corner of the C. L. Browning Tract;

THENCE with the fence, the North line of the C. L. Browning tract, the South line of the said 2,520.4 acre tract, S. 70° 03' 15" w. 753.69 feet and S. 89° 40' 15" W. 4,147.86 feet to an iron pin and corner post in the North line of the aforesaid Ranch Road 2766 set for the West corner of the said C. L. Browning tract;

THENCE with the fence, the North line of Ranch Road 2766, the South line of the said 2,520.4 acre tract, in a Westerly direction along the arc of a circular curve to the left having a radius of 1,186.36 feet, (chord N. 86° 21' 40" W. 192.67 feet), a length of arc distance of 192.86 feet to the PLACE OF BEGINNING.

EXHIBIT "B'

FIELD NOTES OF A 50 FOOT WIDE ACCESS EASEMENT IN BLANCO COUNTY, TEXAS

27)

28)

BEING a 50 foot wide Access Easement in the Peter Jackson Survey No. 177, Abstract No. 323 and crossing that certain 86.813 acre tract and a portion of that certain 1005.274 acre tract conveyed by the Board of Regents of the University of Texas System, Trustee, Barry K. Fawcett and Frank R. Jelinek to Robert Q. Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten by Deed dated November 15, 1979, and recorded in Vol. 100 at Pages 302 et seq. of DEED RECORDS of Blanco County, Texas, said easement extending from R.M. Hwy. No. 2766 across the Pedernales River and along a portion of the easterly line of a 383.671 acre parcel out of said 1005.274 acre tract, the center line of said easement being more particularly described as follows:

BEGINNING at an iron spike in the northerly right-of-way line of R.M. Hwy. No. 2766 and in the center of an existing roadway, whence a concrete highway right-of-way monument at the Southwest corner of said 86.813 acre tract bears N 88° 04' 35" W 109.33 ft.;

THENCE with the center of said roadway in fifty (50) courses and distances as follows:

```
N 47° 36' 45" E 115.12 ft.;
      N 58º 04' 00"
                            124.54
                                     ft.;
                         \mathbf{E}
              03' 20"
                         E 151.46 ft.;
      N, 69°
3)
         77° 05' 45" E 143.30 ft.;
4)
      N
      N 85° 24' 00" E 56.37 ft.;
5)
     along a curve to the right of radius 397.72 ft., central angle 19° 57' 50" and long chord bearing
                    25" E 137.88 ft.;
              371
      S 84°
         74° 38' 10" E 87.79 ft.;
 7)
      along a curve to the left of radius 268.28 ft.,
      central angle 35° 09' 35" and long chord bearing
      N 87° 46' 45" E 162.06 ft.;
N 70° 12' 15" E 104.94 ft.;
N 79° 24' 45" E 583.74 ft.;
      along a curve to the right of radius 286.47 ft.,
10):
      central angle 21° 44' 05" and long chord bearing
11)
      8 89° 43! 10" E 108.02 ft.;
        78° 51' 10" E 152.95 ft.;
      along a curve to the left of radius 106.24 ft., central angle 83° 36' 15" and long chord bearing
12)
     N 59° 20' 45" E 141.63 ft.;
N 17° 32' 35" E 300.64 ft.;
      along a curve to the left of radius 276.6 ft., central angle 30° 20' 30" and long chord bearing N 2° 22' 00" E 144.77 ft.; N 12° 47' 55" W 225.80 ft.;
14)
       N 06 52 35" W 81.11 ft.
17)
               35' 10" E 92.18 ft.;
       N 50°
18)
                     45" E 115.40 ft.;
     N 80° 40'
      N 89° 52' 15" E 115.28 ft.;
       along a curve to the left of radius 176.13 ft., central angle 51° 31' 30" and long chord bearing
201
       N 64° 22' 00", E 153.10 ft.;
N 38° 36' 15" E crossing the Pedernales River
                                          corner of said 383.671
22)
       at 353.69 ft., the South
       acre parcel and at 436.79 ft., in all an angle point; along a curve to the right of radius 557.61 ft.,
                                      15" and long chord bearing
       central angle 15° 19' N 46° 15' 45" E 148.66
                           E 148.66 ft.;
        N 46° 15'
                      30" E 439.56 ft.1
      N. 53°
                551
 24)
                     30" E 188.00 ft.;
                03'
           440
 25)
        N
          27° 45' 00"
                           E 149.16 ft.;
 26)
        N 12° 41' 45" E 166.38 ft.;
        along a curve to the right of radius 412.97 ft.,
```

central angle 16° 32' 00" and long chord bearing

N 20° 57' 45" E 118.75 ft.;

EXHIBIT "B" continued Page 2

FIELD NOTES
OF A 50 FOOT WIDE ACCESS EASEMENT
PAGE 2

along a curve to the left of radius 465.62 ft., central angle 12° 15' 30" and long chord bearing N 23° 06' 00" E 99.43 ft.; N 16° 58' 15" E 264.11 ft.; 31) along a curve to the right of radius 264.78 ft., central angle 31° 38' 30" and long chord bearing N 32° 47' 30" E 144.32 ft.; N 48° 36' 45" E 79.61 ft.; along a curve to the left of radius 564.18 ft. 10° 07' 45" and long chord bearing central angle N 43° 32' 45" 99.61 ft.; N 38° 29' 00" E 220.16 ft.; along a curve to the left of radius 175.09 ft., central angle 19° 26' 45" and long chord bearing N 28° 45' 45" E 59.14 ft.; N 19° 02' 15" E 78.06 ft.; 37) along a curve to the right of radius 193.56 ft., central angle 31° 43' 30" and long chord bearing N 34° 54' 00" E 105.81 ft.; 39) N 50° 45' 45" E 230.03 ft.; 40) along a curve to the left of radius 168.16 ft., central angle 48° 04' 30" and long chord bearing N 26° 43' 30" E 136.99 ft.; 41) N 2° 41' 15" E 157.04 ft.; 42) along a curve to the right of radius 1465.75 ft., central angle 5° 51' 30" and long chord bearing N 5° 37' 00" E 149.80 ft.; 43) N 8° 32' 45" E 186.71 ft.; 44) along a curve to the left of radius 392.12 ft., central angle 23° 03' 45" and long chord bearing N 2° 58' 15" W 156.77 ft.; N 14° 31' 00" W 294.69 ft., a corner in said easement; 45) N 70° 12' 15" E 260.93 ft.; 46) along a curve to the right of radius 419.50 ft., central angle 16° 16' 45" and long chord bearing N 78° 20' 45" E 118.79 ft.; 47) N 86° 29' 00" E 184.07 ft.; 4 R 1 along a curve to the left of radius 182.21 ft., central angle 44° 44' 45" and long chord bearing 49). N 64° 06' 45" E 138.71 ft., and N 41° 44' 15" E 62.49 ft., to an iron spike, for 50) a northerly Southeast corner of said 383.671 acre parcel and the Place of TERMINATION hereof.

The undersigned does hereby certify that the foregoing field notes represents the result of an on the ground survey made under my direction and supervision in April, 1984.

WITNESS MY HAND AND SEAL this the 25th day of April, 1984.

Wallace Dale Bergman Reg. Public Surveyor Reg. No. 3103



F-22

2.00

FILED FOR RECORD APRIL 5, 1988 at 2:30 P.M.

1EXAS 78636	,		١	· ·	KNOW ALL M	MEN BY THES	SE PRESENTS:	
Count	y ofBlan			·				
That	the undersi	gned <u>Pedern</u>	nales Hills Jo	oint Ventur	`e			
for a does whose autho the u	good and vehereby gran postoffice rized users ndersigned.	aluable cons t unto the P	ideration, to PEDERNALES EL JOHNSON CITY Ement facility on the County	he receipt ECTRIC COOF	of which PERATIVE, nd its suc	INC., a co cessors of	acknowledged, orporation rassigns, and the lands of of Texas, and	
A tra	ct of land	located appr	roximately	3	miles <u>e</u> (Sho	ast w direction	from	
the t	own of	Johnson Ci	lty			and record	ied in Volume	
·, · · · ·	1	Page1	23-126		of the B	1anco	County Plat	
and t there tric right line and t by Co from	o place, co on and in o and/or tele to install appurtenance o cut and to operative t	nstruct, oper upon all s phone transm in the futu es as may be rim at any to o keep them	erate, repair streets, road mission or di ure such addi e necessary o time trees an clear of sai weak, leanin	r, maintain ls, or high stribution tional pole or desirable d shrubber d electric	, rebuild, ways abuti line or s es, guys, e in the (y to the e line or s	, relocate ting said system, in anchors, c Cooperative extent deer system and	cluding the conductors and e's operations med desirable	 \$
from	eaid right-	of-way for i	ingress and e the purpose o ting, replaci	of construct	tina, oper	ratino, rei	lands to or pairing, main- d appurtenance	s.
are i easem and w sulti Coope	n the proce ent, the Gr ill protect	ess of being antor does to Pedernales location of location of	sold or have hereby agree Electric Coo f electric fa	e been sold to and will operative, acilities in	prior to assume a Inc. from a stalled b	the grant any and al any damag by Pederna	l liability e claims re-	'n
The u	ındersigned	covenants th	hat he is aut	horized to	execute i	this easem	ent for the	
P	edernales H	ills Ranches	3	subd1v	ision.		. •	
the s	ingular sha	ll be consti	at, whenever rued to read onstrued to r	in the plu	ral and th	hat words∙	. (}
IN WI	TNESS WHERE	OF, the unde	ersigned has.	set his ha	nd and sea	al this/	6th day of	
(July	,19 8	2 (28 D	• •	. •	: '
• •	0 0			Rober	t E. Pee	<u>luco</u>	L,S.	
		•					L.\$.	
			•					
,	THE STAT	E OF TEXAS						
Count	y of Hay	a	}					
	BEFORE ME,	Carl	a Ramse	<i>U</i>		, a Notary	Public in and	for
,		C(ounty, Texas,	on this d	ay person	ally appea	red	
	to me to b	ert E. Peerm	n whose		(s/are su	bscribed t	o the foregoin	g
consi	rument, and					CAMP TON	the purposes a	ITIC
GIVEN	deration th	erein expre	d to me that ssed.		_	adile 101		
	deration th	erein expre	d to me that ssed. L OF OFFICE T		_	ly A.D.	1987	<u> </u>
	deration th	erein expre	ssed.		_	ly A.D	1987 noey	•

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

That WE, ROBERT Q. KEITH and JOHN BEN WENMOHS, Trustee for ST. LUKE'S EPISCOPAL CHURCH (CYPRESS MILL, TEXAS) BUILDING FUND, State of Texas for and in of the County of Blanco and consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the receipt of which is hereby the grantee herein named, acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith, in the principal sum of NINE HUNDRED THIRTY-FOUR. THOUSAND, SEVEN HUNDRED FOURTEEN AND 75/100 (\$934,714.75), payable to the order of Robert Q. Keith in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to DEAN C. MYANE, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT; SELL AND CONVEY unto ROBERT E. PEERMAN, TRUSTEE, subject to the reservation hereinafter made, of the County of Travis and the State of Texas, all of the surface interest only of the following described real property in Blanco County, Texas, to-wit:

BEING 383.671 acres of land out of the Peter Jackson Survey No. 177, Abstract No. 323 and being the westerly portion of that certain 1005.274 acre tract conveyed by the Board of Regents of the University of Texas System, Trustee, Barry K. Fawcett, and Frank R. Jelinek to Robert Q. Keith, John L. Bell, Jr., James L. Weber, and Daniel V. Flatten by Deed dated November 15, 1979, and recorded in Vol. 100 at pages 302 et seq. of Deed Records of Blanco County, Toxas; said 1005.274 acres being a portion of that certain 2520.4 acre tract conveyed by Francis Clayton Stribling, individually and as Executor of the Estate of Olia Stribling, deceased, to Barry K. Fawcett

and Frank R. Jelinek by Deed dated April 11, 1977, and recorded in Vol. 93, at pages 458 et seq. of Peed Records of Blanco County, Texas, said 383.671 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes;

TOGETHER WITH the rights conveyed by that certain easement agreement dated April 23, 1984, between Robert Q. Keith, John L. Bell, Jr., Daniel V. Flatten, and James L. Weber, recorded in Vol. 112, page 782 et seq. of Deed Records, Blanco County, Texas; said easement being particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein;

TOGETHER WITH One-half (1/2) of Grantor's undivided thirty-five percent (35%) interest in one-half (1/2) of the cil, gas, and minerals in and under that 1097.906 acre tract out of the Peter Jackson Survey No. 177, Abstract 323 conveyed by the Board of Regents of the University of Texas System, Trustee, Barry K. Fawcett and Frank R. Jelinek to Robert Q. Keith, et al, by Deed dated November 15, 1979, and recorded in Vol. 100 at pages 302 et seq. of the Deed Records of Blanco County Taxast said 1097, 906 acres of Blanco County, Texas; said 1097.906 acres being a portion of that certain 2520.4 acre tract conveyed by Francis Clayton Stribling, Individually and as Executor of the Estate of Olla Stribling, deceased, to Barry K. Fawcett, and Frank R. Jelinek by Deed deted April 11, 1977, and recorded in Vol. 93, at pages 458 et seq. of the Deed Records of Blanco County, Texas, said 1097.906 acres being more particularly described by metes and bounds in Exhibit "C" attached hereto and decorporated therein for all automates. incorporated herein for all purposes, SAVE AND EXCEPT, and there is hereby reserved to Grantors, their heirs and assigns, an undivided one-half (1/2) of thirty-five percent (35%) of one-half (1/2) of all of the oil, gas, and other minerals in and under and that may be produced from the heretofore-described 1097,906 acres, together with the right of ingress and egress at all times for the purpose of drilling, exploring, operating, and developing said lands for oil and gas and the removal of the same therefrom.

This conveyance is made and accepted SUBJECT TO

following, to-wit:

1. Undivided one-half (1/2) of all oil, gas, coal, lighte, and other minerals in and under and that may be produced from the heretofore-described 1097.906 acres, together with the right of ingress and egress reserved by Grantors, Board of Regents of the University of Texas System, Trustee, Barry K. Fawcett and Frank R. Jelinek toRobert Q. Keith, et al, by deed dated November 15, 1979, recorded in Vol. 100, Page Deed Records of Blanco County, Texas;

- Easement from Robert Q. Keith, et al, to General Telephone Company of the Southwest, recorded in Vol. 107, Page 863 of the Deed Records of Blanco County, Texas;
- Basement agreement dated April 23, 1984, between Robert Q. Keith, John L. Bell, Jr., Daniel V. Flatten, and James L. Weber, recorded in Vol. 112, page 782 et seq., Deed Records of Blanco County, Texas;

TO HAVE AND TO HOLD the above described premises, together with an and singular the rights and appurtenances thereto in any wise belonging unto the said grantee, his successors, heirs and assigns forever; and we do hereby bind ourselves, our successors, heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his successors, heirs, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described proeprty, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 14 day of May, 1984.

JOHN BEN WENMONS, Trustee for St. Luke's Episcopal Church (Cypress Mill, Texas) Building Fund

Mailing address of grantee:

Mr. Robert E. Peerman, Trustee 6266 Highway 290 West Austin, Texas 78735

ACKNOWLEDGMENT

STATE OF TEXAS)		
COUNTY OF BLANCO)		
This doctorument		!
of May, 1984, by Robert Q	acknowledged before me on the	day
		•
$Y : J_{\infty}$	Lain Stowart	
	Notago Pyolic in and for the	
(Seal)	Chaha a fair mana	
My commission expires:	Printed Name of Notery	•
1.34	PEGGY STEWART	
	NOTARY PUBLIC STATE OF TEXAS	
	COMMISSION EXPIRES 9-14-87	
	ACKNOWLEDGMENT	
COLUMN ON MEYICE		
STATE OF TEXAS)		
COUNTY OF BLANCO)		
This instrument was	acknowledged before me on the	dav
of May, 1984, by John	Ben Wenmohs, Trustee, for St. I	uke e
Episcopal Church (Cypress	Mill, Texas) Building Fund.	
	Leggy Mewart	
of managers	Notary Public in and for the	 .
(Seel)	Notary Paulic in and for the Stage of Texas	
My commission expires:	Printed Name of Notary	
9-14-87		
	PEGGY STEWART NOTARY PUBLIC STATE OF TEXAS	
	COMMISSION EXPIRES 9-14-87	• • • •
		. •
After Recording, Return To	Prepared in the law offic	e of:
Mr. Robert E. Peerman, Tru	istee Dean C. Myane	
6266 Highway 290 West	P.O. Box_155	
Austin, Texas 78735	Johnson City, Texas 7	8636

FIELD NOTES OF 383.671 ACRES IN BLANCO COUNTY,

BEING 383.671 acres of land out of the Peter Jackson Survey No. 177 Abstract No. 323 and being the westerly portion of that certain ADSTRACT NO. 323 and being the westerly portion of that certain 1005.274 acre tract conveyed by the Board of Regents of the University of Texas System, Trustee, Barry K. Fawcett and Frank R. Jelinek to Robert Q Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten by Deed dated November 18, 1979 and recorded in Vol. 100 at Pages by Deed dated November 18, 1979 and recorded in Vol. 100 at Pages 302 et seq. of DEED RECORDS of Blanco County, Texas, said 1005.274 acres being a portion of that certain 2520.4 acre tract conveyed by Francis Clayton Stribling, Individually and as Executor of the · Estate of Olla Stribling, deceased, to Barry K. Fawcett and Frank R. Jelinek by Deed, dated April 11, 1977, and recorded in Vol. 93 at Pages 458 et seq. of DEED RECORDS of Blanco County, Texas, said 383.671 acres being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin at the intersection of the East bank of the Pedernales River and the North line of said 2520.4 acre tract, at the Northwest corner of said 1005.274 acre tract, for the Northwest corner heraof, whence the Northwest corner of said 2520.4 acre tract in the West line of said Jackson Survey bears S 89° 14' 06" W 6445.2 ft.

THENCE along and down the East bank of the Pedernales River in sixteen (16) courses and distances as follows:

```
8 2° 36' 30" E 526.33 ft.;
   8 1º 19' 30" E 226.81 ft.;
                                      8 15° 36' 30" W 323.28 ft.;
                                 10)
   B 30° 04' 45" B 136.48 ft.
                                      s 2° 03' 15" E 661.98 ft.).
2)
                                 11)
  8 3° 21' 00" E 335.90 ft.;
                                      s 11° 39' 30" E 209.46 ft.;
  s 11° 04' 00" E 411.38 ft.;
                                 12)
                                        20 291 30" E 269.96 ft.1
   S 12º 42' 30" E 631.34 ft.;
                                 13)
                                 14) . 8 17° 52' 30" 6 522,25 ft. 1
6) 8 14° 19' 15" E 226.26 ft.;
                                15) 8 22 21 00" E 596.37 ft., und
   S 140 491.15" B 537,28 ft.;
                                 16) S 29° 17' 45" E 629.13 ft.
   S 60 41' 30" E 646:22 ft.;
```

to the center of a 50 foot wide Access Easement for the South corner $v \rightarrow v$ hereof;

THENCE with and along the center of said Access Easement in twenty-nine (29) courses and distances as follows:

```
N 38* 36' 15" E 83.10 ft.;
   along a curve to the right of radius 567.61 ft., central angle 15° 19' 15" and long chord bearing
     N 46° 15' 45" E 148.66 ft.;
3) N 53° 55° 30" E 439,56 ft.;
    N 44. 03. 30" E 188.00 ft.;
    N 27. 45. 00" E 149.16 ft.;
     N 12º 41' 45" E 166.38 ft.
     along a curve to the right of radius 412.97 ft.,
     central angle 16° 32' 00" and long chord hearing
     N 20° 57' 45" E 118.75 ft.;
     N 29º 13' 45" B 91.70 ft. ;
     along a curve to the left of radius 465.62 ft.; central angle 12° 15' 30" and long chord bearing
      N 23* 06' 00" E 99.43 ft.;
     N 16° 58' 15" B 264.11 ft.;
     along a curve to the right of radius 264.68 ft., central angle 31° 38' 30" and long chord bearing
      N 32° 47' 30" E 144.32 ft.;
      N'48+ 36' 45" E 79.61 ft.;
      along a curve to the left of radius 564.18 ft.,
12)
```

central angle 10° 07' 45" and long chord bearing

N 43° 32' 45" 99.61 ft.;

FIELD NOTES
OF 383.671 ACRES
IN BLANCO COUNTY, TEXAS
PAGE | 2

N 38° 29' 00" E 220.16 ft.; along a curve to the left of radius 175.09 ft. central angle 19° 26' 45" and long chord bearing N 28° 45' 45" E 59.14 ft.; N 19° 02' 15" E 78.06 ft.; along a curve to the right of radius 193.56 ft., central angle 31° 43' 30" and long chord bearing N 34° 54' 00" E 105.81 ft.; N 50° 45° 45" B 230.03 ft.; 18) along a curve to the left of radius 168.16 ft., central angle 48° 04' 30" and long chord bearing N 26° 43' 30" E 136.99 ft.; 20) N 2° 41' 15" E 157.04 ft.; 21) along a curve to the right of radius 1465.75 ft., central angle 5° 51' 30" and long chord bearing N 5° 37' 00" E 149.80 ft.;
22) N 8° 32' 45" E 186.71 ft.; along a curve to the left of radius 392.12 ft., central angle 23° 03' 45" and long chord bearing N 2° 58' 15" W 156.77 ft.; 23) N 14° 31' 00" W 294.64 ft., a corner in said easement N 70° 12' 15" E 260.93 ft.; along a curve to the right of radius 419.50 ft., central angle 16° 16' 45" and long chord bearing N 78° 20' 45" E 118.79 ft.; N 86° 29' 00" E 184.07 ft.; 271 along a curve to the left of radius 182.21 ft., central angle 44° 44' 45" and long chord bearing 281 N 64° 06' 45" E 138.71 ft., and N 41° 44' 15" E 62.49 ft., to an iron spike, for a northerly Southeast corner hereof; ...

THENCE N 0° 07' 00" W at 33.56 ft., an iron pin in the northerly line of said easement, and at 3233.08 ft., in all an iron pin in the forced North line of said 1005.274 acre tract, for the Northwest corner hereof;

THENCE with said fence in five (5) courses and distances as follows:

1) 8 89° 53' 00" W 589.27 ft., a fence post; 2) 8 88° 12' 30" W 22.51 ft., a fence post; 3) 8 89° 57' 30" W 48.48 ft., a fence post; 4) 8 89° 22' 00" W 2734.58 ft., an iron pin, and 5) 8 89° 15' 30" W 220.43 ft., to the place of BEGINNING hereof and containing 383.671 acres of land.

The undersigned does hereby certify that the foregoing field notes represents the result of an on the ground survey made under my direction and supervision in April, 1984.

WITNESS MY HAND AND SEAL this the 25th day of April, 1984.

Wallace Dale Bergman
Reg. Public Surveyor
Reg. No. 3103



100/302

WARRANTY DEED

STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS:

That we, the Board of Regents of the University of Texas System, Trustee, of the County of Travis and State of Texas, and Barry K. Fawcett and Frank R. Jelinek, of the County of Tarrant and State of Texas (hereinafter collectively referred to as "Grantors"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, and in further consideration of the execution and delivery by Grantees of one certain promissory note of even date herewith in the principal amount of FOUR HUNDRED NINETY EIGHT THOUSAND, ONE HUNDRED SEVENTY FOUR AND 75/100 (\$498,174.75) DOLLARS (herein referred to as the Grantees' Note), the payment of which note being secured by the Vendor's Lien herein retained, and being additionally secured by a Deed of Trust of even date herewith to W. L. Lobb, Trustee, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Robert Q. Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten, of the County of Jefferson, all of the following described real property in Blanco County, Texas, towit:

All that certain tract and parcel of real property set forth and described more particularly on Exhibit "A" attached hereto and made a part hereof for all purposes.

together with all and singular the rights and appurtenances in anywise belonging unto the said Grantees, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND, insofar and only insofar as Grantors are authorized by law so to

do, all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantors, their heirs and assigns, an undivided one-half (1/2) of all of the oil, gas, coal, lignite and other minerals in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom, together with the right to receive all bonuses and delay rentals attributable to Grantors' reserved one-half of all substances referred to above. Each Grantors, for itself and for its heirs and assigns, also reserved the executory rights to grant and enter into leasing agreements for the locating and production of such substances.

In addition, this conveyance is made subject only to the exceptions set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

But it is expressly agreed that Grantors reserve for themselves, their successors and assigns, a Vendor's Lien in and to the property hereby conveyed until the aforesaid Grantees' Note has been fully paid and satisfied, in accordance with its terms, at which time this Warranty peed shall become absolute.

It is specifically stipulated and understood by both Grantors and Grantees herein that there is of record and unreleased the following prior lien indebtedness (hereinafter called "Prior Note") secured by the following liens (hereinafter called "Prior Liens"):

Note dated April 11, 1977, in the original principal sum of \$275,050.00 executed by Barry K. Fawcett and Frank R. Jelinek, payable to the order of Francis Clayton Stribling, with interest thereon and payable as therein set out, secured by a Deed of Trust of

even date therewith, executed by the said Barry K. Fawcett and Frank R. Jelinek in favor of John B. Stevenson, Jr., as Trustee, recorded in Volume 45, page 739, of the Deed of Trust Records of Blanco County, Texas, and additionally secured by a Vendor's Lien retained in that certain Deed from Francis Clayton Stribling to Barry K. Fawcett and Frank R. Jelinek of even date therewith and recorded in the Deed Records of Blanco County, Texas.

Said Prior Note or indebtedness does not constitute any part of the consideration for the purchase of the property set out herein, and Grantees are not assuming said Prior Note or indebtedness nor taking the property "subject to" the lien securing said Prior Note, but Grantees only acknowledge that the Prior Liens securing said Prior Note exist of record at the date of this conveyance. Grantors, Barry K. Fawcett and Frank R. Jelinek specifically agree to pay said Prior Note as it becomes due (not later than its maturity date thereby keeping same current and not in default), and to pay the same in full no later than the date when Grantees' Note set out herein is paid in full. In the event there is default in the payment of said prior note and/or in the terms and conditions of the lien instruments securing the same; then the owner of the herein described property may correct said default and the amount of any funds expended in such correction shall be considered as a payment on the Grantees' Note herein, and any payments so made and expenses incurred including the like amount which shall also be paid to the Board of Regents of the University of Texas System, Trustee, shall be credited on the first maturing payment due on said Grantees' Note. One-half of any partial prepayment of principal on the Grantees' Note herein shall immediately be prepaid by the Holder on the Prior Note so as to reduce the balance thereof, the other one-half of any such prepayment going to the Board of Regents of the University of Texas System, Trustee

For the consideration hereinbefore set forth, Grantors do additionally grant, bargain, sell and convey unto Grantees an easement and right-of-way upon and across a tract or parcel of real property which adjoins the property herein conveyed on its western boundary, such easement having been reserved by Grantors in a deed conveying such adjoining parcel of real property to Carroll Dale Walker, such easement being more particularly described by metes and bounds on Exhibit "C" which is attached to and made a part of this Deed; being along an existing passageway or road extending from a gravel road on the western boundary of the said adjoining parcel conveyed by Grantors to Carroll Dale Walker in an easterly direction to a low-water crossing across the Pedernales River. The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between such gravel road and low-water crossing. The easement, rights and privileges herein granted shall be for a period of two (2) years from the date of this Deed. Grantors hereby bind themselves, their heirs, successors and legal representatives, to warrant and forever defend, insofar and only insofar as Grantors are authorized by law so to do, the above described easement and rights unto Grantees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement, rights and privileges granted herein are non-exclusive, as other persons have, and may have, the rights to use the passageway or road described. Such easement rights and privileges granted herein shall be effective for a period of two (2) years from the date of this Deed, at which time they shall terminate.

This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Ad valorem taxes have been paid through the year 1978 and prorated by the parties as of this day.

EXECUTED this 15 day of November .

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, TRUSTEE

Its Executive Director for Investments and Trusts

THE STATE OF TEXAS

COUNTY OF TRAVIS

personally appeared W. L. Lobb, Executive Director for Investments and Trusts of the University of Texas System, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of the Board of Regents of The University of Texas System, Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 161 1979.

(Printed Name of Notary Public) Notary Public in and for Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Barry K. Fawcett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the

Notary Public in and for

Tarrant County, Texas

My Commission Expires:

March 23, 1981

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Frank R. Jelinek, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND BEAL OF OFFICE, this the · 4) wenter, 1979.

Valani Carson Inted Name of Notary Public) Notary Public in and for Tarrant County, Texas

My Commission Expires:

A 1,005.274 acre tract 3, located in Blanco County, Texas, and described as follows:

Being 1,005.274 acres of land out of the Peter Jackson League and Labor, Blanco County, Texas, and being 1,005.274 acre Tract 3 out of the resubdivisic of that certain 2,520.4 acre tract of land, more or less, conveyed by Francis Clayton Stribling, Individually and as Executor of the Estate of Olla Stribling Deceased, to Barry K. Fawcett and Frank R. Jelinek by deed dated April 11, 1977 and recorded in Volume 93 on pages 458-462 of the Deed Records of Blanco County, Texas, and described more particularly by metes and bounds as follows:

FROM an iron pin and rock mound found in the West line of the Peter Jackson Survey, set for the Northwest corner of the Barry K. Fawcett and Frank R. Jelinek 2,520.4 acre tract of land described above; THENCE with the fence, the North line of the said 2,520.4 acre tract, being the North line of the file of the resubdivision of the said 2,520.4 acre tract cast of the resubdivision of the said 2,520.4 acre tract cast follows: N. 89° 37' 30" E. 70.25 feet, N. 89° 18' E. 743.95 feet, N. 89° 17' E. 1,701.71 feet, N. 89° 08' E. 685.04 feet, N. 89° 10' E. 2,374.62 feet, N. 89° 18' 30" E. 161.01 feet, N. 89° 24' E. 467.97 feet, and N. 89° 10' 30" I 240.69 feet to an iron pin in the West bank and near the water's edge of the Pedernales River, set for the Northwest corner of 128.447 acre Tract 2, for the Northeast corner of the said 644.201 acre Tract 1A; THENCE crossing the Pedernales River with the North line of the said 2,520.4 acre tract and North line of the said 128.447 acre tract and North line of the said 128.447 acre tract 2, for the Northwest corner and POINT OF BEGINNING of the herein described 1,005.274 acre Tract 3;

THENCE with the fence, the North line of the said 2,520.4 acre tract as follows: N. 87° 15' 30" E. 220.43 feet, N. 89° 22' E. 2,734.58 feet, S. 89° 57' 30" E. 48.48 feet, N. 88° 12' 30" B. 22.51 feet, N. 89° 53' E. 3,710.23 feet, S. 89° 51' 30" E. 148.28 feet, and N. 89° 36' E. 69.36 feet to an iron pin in the West bank near the water's edge of the Federales River, set for the Northwest corner of 25.944 acre Tract 5, for the Northeast corner of this tract;

THERCE with the West bank and near the water's edge of the Pedernales River, the West line of the said 25.944 acre Tract 5, as follows: S. 15° 05' E. 292.60 feet, S. 22° 30' 30" E. 438.67 feet, S. 22° 58' 30" E. 317.97 feet, S. 22° 06' 45" E. 251.78 feet, S. 3° 42' 45" E. 488.48 feet, S. 00° 44' 15" W. 381.94 feet, S. 5° 08' 15" E. 629.62 feet, S. 5° 26' E. 434.18 feet and S. 21° 00' 15" W. 157.20 feet to an iron pin in the Northwest line of the Roland Baird Tract, set for a corner of this tract, for the Southwest corner of the said 25.944 acre Tract 5, for the North corner of that 0.11' of an acre portion of the said Roland Baird Tract lying West of the Pedernales River;

THENCE with the Northwest line of the said 0.119 of an acre tract, S. 49° 14. W. 144.11 feet to an iron pin set to re-establish the West corner of that portion of the said Roland Baird Truct lying West of the Pedernales River, for a re-entrant corner of this tract;

THERCE with the South line of the said Roland Baird 0.119 of an acre tract, S. 77° 09' 15" E. 78.42 feet to an iron pin in the West bank and near the water's edge of the Pederhales River, set for the Easternmost Northwest corner of the afore said 128.447 acre Tract 2, for the Southeast corner of the said 0.119 of an acre tract, for a corner of this tract;

THEMCE with the Westerly, Northerly, and Easterly bank of the Pedernales River, near the water's edge, the Westerly, Northerly, and Easterly line of the said 128.447 acre Tract 2 as follows: S. 21° 00' 15" W. 508.16 feet, S. 26° 51' 15" W. 91".78 feet, S. 71° 50' 30" W. 419.17 feet, S. 53° 11' 30" W. 711.99 feet, S. 46° 38' W. 808.37 feet, S. 44° 10' 30" W. 860.25 feet, S. 39° 29' 30" W. 720.68 feet, S. 54° 51' W. 651.68 feet, S. 68° 08' 15" W. 380.80 feet, S. 82° 51' 15" W. 305.71 feet, H. 76° 50' 15" W. 316.66 feet, S. 71° 23' 15" W. 447.15 feet, N. 67° 07' 15" W. 504.39 feet, N. 54° 31' 15" W. 269.18 feet, N. 38° 21' 45" W. 389.34 feet, N. 14° 40' W. 223.71 feet, H. 29° 17' 45" W. 692.26 feet, N. 22° 21' W. 596.37 feet, H. 17° 52' 30" W. 522.25 feet, N. 2° 29' 30" W. 269.96 feet, H. 11° 39' 30" W. 209.46 feet, N. 2° 03' 15" W. 661.93 feet, N. 15° 36' 30" E. 323.28 feet, N. 2° 36' 30" W. 526.33 feet, N. 6° 41' 30" W. 646.22 feet, N. 14° 49' 15" W. 537.28 feet, N. 14° 19' 15" W. 226.26 feet, H. 12° 42' 30" W. 631.34 feet, N. 11° 04' W. 411.38 feet, N. 3° 21' W. 335.90 feet, N. 30° 04' 45" W. 136.48 feet, and N. 1° 19' 30" W. 226.81 feet to the place of beginning.

A 5.819 acre tract 4, located in Blanco County, Texas, and described as follows:

Being 5.819 acres of land out of the Peter Jackson Longue and Labor, Blanco County, Texas, and being 5.819 acre Tract & out of the resubdivision of that certain 2,520 & acre tract of land, more or less, conveyed by Francis Clayton Stribling, Individually and as Executor of the Estate of Olia Stribling Deceased, to Barry K. Fawcett and Frank R. Jelinek by doed dated April 11, 19, and recorded in Volume 93 on pages \$58-\$\$\text{150-\$\$\text{160}\$} of the Deed Records of Blanco County, Texas, and described more particularly by metes and bounds as follows:

BECINKING at an iron pin and corner post found in the Southeast line of the above described Barry K. Fawcett and Frank R. Jelinek 2,520.4 scre tract of land, set for the West corner of that certain tract of land conveyed by Lona Tyson, to Roland W. Baird, by deed dated June 5, 1951 and recorded in Volume 62 on pages 134-436 of the Deed Records of Blanco County, Toxas, for the Borth corner of that certain tract of land conveyed by Jessie Lee Archer to J. R. Archer by doed dated August 1, 1963 and recorded in Volume 71 on pages 308-310 of the Deed Records of Blanco County, Texas, for a corner of the herein described 5.819 acre Tract 4;

THEMCE with the fence, the Northwest line of the said J. R. Archer tract, as follows: S. 33° 55' W. 277.65 feet, S. 47° 54° W. 21.76 feet, S. 56° 18' 40" W. 57.70 feet, S. 68° 43' 30" W. 34.26 feet, and N. 79° 40' 30" W. 31.06 feet to end of fence on bluff;

THENCE with the bluff, the Northwest line of the said J. R. Archer tract, S. 41° 23' W. 263.53 feet to the beginning of a fence;

THENCE with the fonce, the Northwest line of the said J. R. Archer tract, as follows: S. 14° 03' E. 30.55 feet, S. 27° 35' W. 16.98 feet, S. 76° 54' to 91.19 feet, S. 49° 17' 15" W. 249.97 feet, S. 50° 17' 15" W. 333.48 feet, S. 56° 35' 30" W. 257.72 feet, and S. 50° 36' W. 241.36 feet to a cedar post at the end of said fence;

THENCE with the Northwent line of the said J. R. Archor tract, S. 51° 36' W. 174:94 feet to an Iron pin set for the South corner of this tract, for a re-entrant corner of the J. R. Archer tract;

THENCE with a Northeast line of the said J. R. Archer tract, N. 39° 30' W. 56.07 feet to a point on the Southeast bank and near the water's edge of the Pedernales River, set for a South corner of 128.447 acre Tract 2, for the West corner of this tract;

EXHIBIT "A" continued (Page 2 of 4)

HENCE with the South line of the said Reland Baird Tract; S. 77° 09' 15" E. 14.77 feet to a large Cedar tree, a re-entrant corner of the Reland Baird :ract, the Northeaut corner of this tract;

MENCE with the fence, the West line of the Roland Baird Tract, S. 5° 43' W. 50.16 feet, S. 28° 34' 15" W. 464.42 feet, and S. 35° 06' 30" W. 136.09 leet to a Cedar Stump on bluff;

HENCE with the bluff, the Northwest line of the said Reland Baird Tract is follows: S. 32° 06' 30" W. 453.30 feet, S. 36° 28' 45" W. 396.40 feet, and S. 34° 43' 30" W. 275.61 feet to the place of beginning.

A 86.813 acre tract 1C, located in Blanco County, Texas, and described as follows:

Being 86.813 acres of land out of the Poter Jackson League and Labor, Blanco County, Texas, and being 86.81 nere Tract 1C out of the resubdivision of that certain 2,520.4 acre tract of land, more or less, conveyed by Francis Clayton Stribling, Individually and an Frecutor of the Estate of Olla Stribli Deceased, to Barry K. Faucatt and Frank R. Jelinek by deed dated April 11, 19 and recorded in Volume 93 on pages 458-462 of the Deed Records of Blanco County, Texas, and described more particularly by metes and bounds as follows

FROM an iron pin and corner post in the point of intersection of the West lin of the Peter Jackson League and Labor, with the North line of Ranch Road 2766 set for the Southwest corner of the above described BarryK. Fawcett and Frank R. Jelinek 2,520. 4 acre tract, for the Southwest corner of 628.559 acre Tract 1B; THENCE with the North line of Ranch Road 2766, the South line of the said 2,520. 4 acre tract, the South line of the said 628.559 acre Tract 1B N. 88° 47' E. 225.86 feet, and N. 89° 17' E. 4,966.53 feet to a concrete ROW marker; set for a Southeast corner of the said 628.559 acre tract, for the West corner and POINT OF BEGINNING of the herein described 86.813 acre Tract 10:

THENCE with the Southeast line of the said 628.559 acre tract, N. 5h* 35* 30" 2,909.82 feet to an iron pin in the West bank and near the water's edge of the Pedernales River, the West line of 128.447 acre Tract 2, set for the Southeast corner of the said 628.559 acre Tract 18, for the Northeast corner of this tract;

THENCE with the West and South bank of the Pedernales River, the West and South line of the said 128.hu7 acre Tract 2, with the water's edge downstream as follows: S. 30° 16' E. 136.07 feet, S. 33° 10' 30" E. 315.54 feet, S. 37° 53' 30" E. 266.72 feet, S. 40° 35' 30" E. 253.98 feet, S. 47° 21' 15" E. 261.04 feet, S. 62° 02' 30" E. 413.54 feet, S. 60° 55' E. 201.13 feet, S. 57° 24' 30" E. 41.70 feet, S. 54° 26' 15" E. 139.06 feet, S. 71° 51' 15" E 284.20 feet, S. 76° 10' 15" E. 211.72 feet, N. 74° 39' E. 365.49 feet, N. 59° 36' E. 234.82 feet, N. 56° 25' 15" E. 322.27 feet, N. 61° 29' E. 464.79 feet, N. 70° 37' 30" E. 499.11 feet and N. 59° 19' 45" E. 131.17 feet to a point on the top of bluff, a point in the North line of the J. R. Archer Tract of land, set for the East corner of this tract;

THEICE with the top of bluff, the North line of the said J. R. Archer Truet, the South line of the afore said 2,520.h acre treet, as follows: 8. 39° 25' W. 185.21 feet, S. 43° 42' 45" W. 268.12 feet, S. 45° 19° 30" W. 277.85 feet, and S. 41° 25' W. 61.00 feet to a corner post;

THENCE with the fence, the North line of the J. R. Archer tract, the Souling line of the said 2,520.4 acre tract, S. 70° 18' W. 285.09 feet and S. 69° 35' 30" W. 273.88 feet to an iron pin and corner post set for the Northwest corner of the said J. R. Archer tract, for the Northeast corner of the C. L. Browning Tract;

THE CE with the fence, the North line of the said C. L. Browning tract, the South line of the said 2,520. acro tract, B. 70° 03' 15" W. 753.6') feet and S. 89° 40' 15" W. 4,147.86 feet to an iron pin and corner past in the North line of the afore said Ranch Road 2766, set for the West corner of the said C. L. Browning tract;

THENCE with the fence, the North line of Ranch Road 2766, the South line of the said 2,520.4 acre tract, in a Westerly direction along the ard of a circular curve to the left having a radius of 1,186.36 feet, (chord N. 86° 21' 40" W. 192.67 feet), a length of arc distance of 192.86 feet to the place of beginning.

EXHIBIT "A" continued (Page 4 of 4)

An easement 30 feet in width, the center line of which traverses a 604.201 acre Tract 1A out of the resubdivision of that certain 2,520.4 acre tract of land, more or less, conveyed by Francis Clayton Stribling, Individually and as Executor of the Estate of Olla Stribling, Deceased, to Barry K. Fawcett and Frank R. Jelinek by deed dated April 11, 1977 and recorded in Volume 93 on pages 458-462 of the Deed Records of Blanco County, Texas, and described more particularly by metes and bounds as follows:

FROM an iron pin in the West line of the above described Barry K. Fawcett and Frank R.Jelined 2,520.4 acre tract, set for the Southwest corner of 644.201 acre Tract 1A; THENCE with the South line of the said 644.201 acre tract, East 55.0 feet to a point in the East line of a 55.0 foot road easement running along the West line of the said 644.201 acre tract; THENCE with the East line of the said 55.0 foot road easement, N. 1° 15' W. 1,660.76 feet to an iron pin in the center line of and POINT OF BEGINNING of the herein described center line of this 30.0 foot road easement;

THENCE with the center line of this 30.0 foot road easement;

THENCE with the center line of this 30.0 foot road easement as follows:

N. 85° 46′ 30″ E. 159.36 feet, S. 72° 33′ 30″ E. 127.06 feet, N. 80° 09′

15″ E. 167.23 feet, N. 19° 28′ 15″ E. 133.93 feet, N. 76° 21′ 14″ E. 110.30′

feet, N. 57° 56′ 15″ E. 301.57 feet, S. 71° 35′ 15″ E. 85.01 feet, N. 54′

17′ 15″ E. 281.35 feet, N. 147° 53′ 15″ E. 268.23 feet, N. 13° 57′ 15″ E. 257.96 feet, N. 26° 27′ 30″ E. 303.83 feet, N. 54° 21′ 00″ E. 113.81 feet,

1. 71′ 15′ 00″ E. 71.68 feet, S. 80° 09′ 15″ E. 153.17 feet, N. 51′ 17′ 15″ E.

131.31 feet, N. 28° 35′ 15″ E. 155.37 feet, N. 15° 40′ 15″ E. 123.16 feet,

N. 57° 07′ 00″ E. 294.57 feet, N. 19° 00′ 00″ E. 109.31 feet, N. 13′ 12′ 00″ E. 100.39 feet, N. 03° 39′ 30″ E. 69.00 feet, N. 15′ 31′ 15″ E. 396.39′

feet, N. 11′ 16′ 15″ E. 129.76 feet, N. 69° 31′ 30″ E. 135.22 feet, N. 89′

100′ 15″ E. 91.02 feet, S. 79° 08′ 00″ E. 118.98 feet, S. 80° 25′ 15″ E. 97.82 feet, S. 21′ 39′ 15″ E. 130.19 feet, S. 61′ 22′ 00″ E. 1149.68 feet, N. 80′

57′ 15″ E. 180.78 feet, N. 65′ 38′ 00″ E. 67.15 feet, N. 78° 10′ 30″ E. 85.98 feet, S. 79′ 52′ 30″ E. 73.11 feet, S. 55′ 58′ 15″ E. 87.13 feet, S. 60°

57′ 15″ E. 180.78 feet, N. 65′ 38′ 00″ E. 67.15 feet, N. 78° 10′ 30″ E. 85.98 feet, S. 41′ 20′ 30″ E. 85.98 feet, S. 41′ 20′ 30″ E. 85.98 feet, S. 55′ 58′ 15″ E. 87.13 feet, S. 60°

111.21 feet, N. 69° 57′ 30″ E. 100.85 feet, N. 86′ 19′ 15″ E. 91′ 16′ 30″ E. 1141.21 feet, N. 69° 57′ 30″ E. 100.85 feet, N. 86′ 19′ 15″ E. 94.16 feet, N. 60° 57′ 30″ E. 85.49 feet, S. 21′ 45″ E. 25′ 30″ E. 85.49 feet, S. 21′ 45″ E. 25′ 30″ E. 85.49 feet, S. 21′ 45″ E. 25′ 30″ E. 85.49 feet, S. 21′ 45″ E. 25′ 30″ E. 85.49 feet, S. 21′ 45″ E. 25′ 30″ E. 85.49 feet, S. 21′ 45″ E. 25′ 30″ E. 53.53 feet, S. 51′ 45″ E. 135.78 feet, S. 25′ 30″ E. 53.53 feet, S. 51′ 45″ E. 1141.11 feet, S. 50′ 15″ E. 13.78 feet, S. 25′ 30″ E. 53.53 feet, S. 11′ 15″ E. 1160.22 feet, S. 51′ 50′ E. 1180.97 feet, S. 21′ 20′ 10″ E. 1180.97 feet, S. 28′ 21′ 15″ E. 1180 feet, S. 51′ 1

EXHIBIT "B"

FILED FOR RECORD NOVEMBER 30th, 1979 at 8:13 A.M. JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS RECORDED NOVEMBER 30th, 1979 at 9:02 A.M.