

# BOUNDARY LINE AGREEMENT

THE STATE OF TEXAS  
COUNTY OF AUSTIN

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§ KNOW ALL MEN BY THESE PRESENTS:  
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ON THIS the 12 day of April, 2007, the undersigned have entered into the following boundary line agreement and conveyance.

WHEREAS, **JIMMIE HAHN PARTNERSHIP, LTD**, a Texas limited partnership, (hereinafter "Hahn") is the owner of the following described property (the "Hahn Property"), to-wit:

All that certain 112.420 acre tract of land situated in the John W. Kenny Survey, A-244, Austin County, Texas, as described in Deed recorded under Clerk's File No. 051707, Official Records of Austin County, Texas, SAVE and EXCEPT (i) all that certain 13.419 acre tract of land situated in the John W. Kenny Survey, A-244, Austin County, Texas, as described in Deed recorded under Clerk's File No. 064298, Official Records of Austin County, Texas, and (ii) all that certain 11.00 acre tract land situated in the John W. Kenny Survey, A-244, Austin County, Texas, as described in Deed recorded under Clerk's File No. 065607, Official Records of Austin County, Texas; and,

WHEREAS, **JESUS MARIO VELASQUEZ** (hereinafter "Velasquez") is the owner of the following described property (the "Velasquez Property"), to-wit:

All that certain 12.531 acre tract of land situated in the John W. Kenny Survey, A-244, Austin County, Texas, as described in Deed recorded under Clerk's File No. 056114, Official Records of Austin County, Texas; and,

WHEREAS, there appears that based upon the location of a recently constructed fence (constructed by Velasquez) which is not entirely located upon the common property line of the Hahn Property and the Velasquez Property at all points, a question might arise as to the physical location of the mutual boundary line between the above tracts and the undersigned by this agreement desire confirm the mutual boundary line as established in their respective deeds.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration and the further consideration of preventing such a dispute, the undersigned agree that the mutual boundary line between such tracts is as follows:

That certain common line as described in the Hahn Property deed as bearing the survey call "North 52 degrees 46 minutes 51 seconds East, 1515.08 feet" being the same and identical common line as described in the Velasquez Property deed as bearing the survey call "S 52d 46' 51" W, with the common line with said 112.420 Acre adjoining tract, a distance of 1514.89 ft."

FURTHER, the undersigned do hereby acknowledge that the above described common line (and as also described in each of the parties vesting deeds to their respective properties) is in fact the original surveyed common boundary line between the Hahn Property and the Velasquez Property and that the physical location of the recently constructed fence between the two properties does not establish or create any ownership rights or claims by either Hahn or Velasquez in and to any property which may be located between the fence as constructed and the mutual boundary line defined herein.

ADDITIONALLY, the undersigned, to the extent necessary, do hereby grant revocable reciprocal licenses to one another for the location and continued existence of any portion of the recently constructed fence which may be located upon the other party's property. It being the intent hereof that this consent for any encroachment of the existing fence upon the other parties property be in the form of a license and shall not in any way give rise to any claims of ownership by adverse possession or otherwise. Any license granted hereby shall terminate upon the removal of the fence for which the license is granted with the understanding that any replacement thereof shall not be constructed in such a manner so as to create further encroachments.

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto and shall constitute an agreement which shall run with the land.

JIMMIE HAHN PARTNERSHIP, LTD.,  
a Texas limited partnership

BY: JHMS, LLC, a Texas limited liability  
company, its General Partner

By: Charles W. Schulte  
Charles W. Schulte,  
Vice President/Authorized Agent

Jesus Mario Velasquez  
JESUS MARIO VELASQUEZ



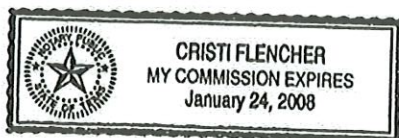
ACKNOWLEDGMENT

THE STATE OF TEXAS

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COUNTY OF WASHINGTON

This instrument was acknowledged before me on this the 18th day of April, 2007, by CHARLES W. SCHULTE, Vice-President/Authorized Agent of JHMS, LLC, a Texas limited liability company as General Manager of JIMMIE HAHN PARTNERSHIP, LTD., a Texas limited partnership, on its behalf.



Cristi Flencher  
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS

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COUNTY OF Harris

This instrument was acknowledged before me on this the 12th day of April, 2007, by JESUS MARIO VELASQUEZ

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

