

STATE OF TEXAS *

COUNTY OF BREWSTER *

Doc# 58985 |

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
HIGH COUNTRY ESTATES

THIS DECLARATION OF RESTRICTIONS , COVENANTS AND CONDITIONS is made this 20th. day of March, 2001 by WILLIAM THOMAS MERIWETHER (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property described within Exhibit "A" to this Declaration, which Exhibit "A" is incorporated herein for all purposes hereof as though it was set forth at length herein, which property represents the development known as HIGH COUNTRY ESTATES.

WHEREAS, it is the desire of the Declarant to establish a uniform plan for the development, improvement, and sale of the property and to insure the preservation of such uniform plan for the benefit of WILLIAM THOMAS MERIWETHER as well as future owners of the property:

Snow, therefore, KNOW ALL MEN BY THESE PRESENTS, THAT THE REAL PROPERTY DESCRIBED WITHIN Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, and conditions hereinafter set forth:

RESTRICTIONS, COVENANTS AND CONDITIONS

I. Purpose and Extent of Reservations, Restrictions, Covenants, Conditions and Easements.

These reservations, restrictions, covenants, conditions and easements as set forth herein are established for the purpose set forth above and are for the benefit of WILLIAM THOMAS MERIWETHER, his heirs, successors and assigns. Said reservations restrictions, covenants, conditions and easements shall, as hereafter provided, be construed as covenants running with the land and binding upon WILLIAM THOMAS MERIWETHER, his heirs successors and assigns, and any Grantee, and his (or her or its

or their) heirs, successors, executors, and administrators, and assigns as provided herein including without limitation any subsequent owner of the Real Property conveyed hereunder.

2. Definitions. Construing these provisions, the following words shall have the following meanings:

- (a) "Grantor" shall mean and refer to RALPH H. MERIWETHER and RALPH H. MERIWETHER, TRUSTEE, his heirs, successors and assigns.
- (b) "Grantee" shall mean and refer to the Grantee hereunder, and said Grantee's heirs, successors, executors, administrators, and assigns, including, without limitation, any subsequent owner of the real property conveyed hereunder.
- (c) "Common Areas" shall mean: (1) all existing roads on the "Real Property" as hereinafter defined, whether or not formally dedicated to public use; (2) any easements reserved herein; (3) any roads or easements subsequently and expressly created or reserved by Grantor in deeds to any subsequent Grantee; (4) the implied easement of ingress and egress of any subsequent Grantee; and (5) any other real property owned by Grantor which shall be hereafter dedicated for public use or as common areas. Provided, however, that nothing contained herein shall permit the creation of "Common Areas" as defined by subparagraphs (3) through (5) inclusive, on any of the Real Property as hereinafter defined without the express written consent of Grantor or its successors or assigns.
- (d) "Real Property" shall mean and refer to any lot, tract, or parcel of land conveyed hereunder.
- (e) "Owner" shall mean and refer to the Grantee or person or persons, entity or entities, who either own of record fee simple title to any real property, or have entered as an original party, successor or assign, into a contract of purchase and sale for any real property with Grantor; the term "Owner" shall exclude any person or persons, entity or entities having an interest in any real property merely as security for the performance of an obligation, unless said security interest shall be foreclosed and said person or entity shall become the record owner of the real property thereby.
- (f) "Residence" shall mean and refer to permanent structure erected on a lot for use as a single family dwelling.

3. Applicability of Restrictions. The reservations, restrictions, covenants, conditions and easements contained herein shall apply only to the Real Property covered hereby.

4. Dedication of Common Areas. Any streets, roads, and other common areas as defined herein, and described in this deed are dedicated to the use of Grantor and persons purchasing other real property from Grantor. Any utility easements described in this deed are dedicated subject to the reservations hereinafter set forth. SAVE AND EXCEPT, however, that Grantor does not dedicate to the

public any streets, drives, boulevards or other roadways connecting the subdivision with other areas.'

5. Reservations. There is hereby reserved by Grantor a utility easement around the entire boundary of the Real Property, said reservation being for the benefit of any public utility operating in Brewster County, Texas, as well as for the benefit of Grantor and subsequent Grantees of Real Property from Grantor, to permit or allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers, and any other utility or service which the Grantor may find necessary or proper to provide to any Grantee. This easement shall be not less than thirty feet (30') in width, and shall extend fifteen feet (15') on either side of the boundary of the Real Property. Nothing contained herein shall be construed as imposing upon Grantor an obligation to provide any such utilities or services. Furthermore, the right to sell, lease or otherwise negotiate as to such lines, utilities, or other facilities for the providing of services by any municipality, governmental agency, or other public service corporation is hereby expressly reserved by Grantor.
6. Duration of Restrictions. The provisions hereof, including the reservations, restrictions, covenants, conditions and easements herein set forth shall run with the land and shall be binding upon the Grantee, his successors and assigns, all persons or parties claiming under him or them for a period of fifty (50) years from the date hereof, at which time all assessed provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of fifty (50) years or ten (10) years, the Grantor and Grantee (or successors and assigns of each) shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which

such instrument is executed and recorded, whether such period be the aforesaid fifty (50) year period or any successive ten (10) year period thereafter. The restrictions may be amended with the consent of seventy-five percent (75%) of the Grantees if it is for the purpose of the common good of Grantor and Grantee.

7. Enforcement of Restrictions. In the event of any violations, or attempted violation, of any of the provisions hereof, including any of the reservations, restrictions, covenants, conditions and easements herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to granting of such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. Grantee (its, hers, his or their successors and assigns) hereby consents to the aforementioned remedies provided to Grantor (its successors or assigns). It shall be lawful for the Grantor or any other Grantee from Grantor of other real property who shall have been expressly designated as a third party beneficiary of the terms and conditions hereof, to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any of such provisions.

8. Partial Invalidity of Restrictions. In the event that any portion of the provisions herein shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which were not thereby held invalid; and such other provisions, including restrictions, reservations, covenants, conditions and easements

shall remain in full force and effect, binding in accordance with their terms.

9. Effect of Violation on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect, or otherwise impair the lien of any mortgage or deed of trust presently or hereafter placed of record with respect to the property or otherwise affect the rights of the mortgage under such mortgage or deed of trust; any such mortgage, lien or deed of trust, may nevertheless be enforced in accordance with its terms and provisions.
10. Land Use and Building Type. The property shall be used for residential purposes only, and only one detached single family dwelling shall be constructed on any one lot, except that one other family member of the owner shall be entitled to construct a separate and detached single family dwelling provided said residences shall not exceed a density of more than one dwelling per twenty (20) acres. No commercial activity shall be conducted on or from any of said lots, except that a lot owner may from time to time rent his home to another for residential purposes. Use for commercial or church buildings is specifically prohibited except as provided in Paragraph 28 below.
11. Construction of Buildings and Other Structures. All buildings and structures on the Real Property shall be architecturally in harmony with the primary residential buildings. No tent, house trailer, mobile home, or other temporary structure of any character may be placed, constructed or maintained on any of said Real Property except as temporarily ancillary to a construction project on said Real Property. In conjunction with the occupancy of a family dwelling, it shall not be considered a violation of these restrictions to park an unoccupied recreational vehicle on the property. Nothing contained herein shall be construed as preventing the use and occupancy of a mobile home as a temporary residence of the Grantee while construction of a permanent residence is in progress, provided such use does not continue for

a period longer than eight (8) months. It is further provided that any construction material having a life of less than twenty-five (25) years shall not be utilized in the construction of any improvement on the Real Property.

12. Building and Structures. In no event shall any residence be erected on any part of said Real Property having a living area less than 1,200 square feet, exclusive of porches, garages or other appendages.
13. Setback Requirements and Fencing. No building or other structure shall be erected within fifty feet (50') from the boundary or property lines of the Real Property. Fifteen feet (15') of said fifty feet (50') shall be designated as an easement for utility purposes. This building line restriction may be waived in the event mountainous terrain is encountered and it is impractical to comply therewith. There shall be no restrictions on the Grantee's right to fence all or any part of his Real Property, SAVE AND EXCEPT, that in the event any Grantee shall fence any portion of any easement, Grantor, its successors and assigns shall have the absolute right to enter into such easement for the purpose of egress and ingress for the maintenance of any utility lines placed thereon. The Grantor, its successors and assigns shall have no liability for any damage to said fence. Provided, however, that any such fencing shall be at least a standard barb wire fence type. If cedar four inch (4") posts, no more than twenty feet (30') apart five (5) strand wire with two (2) stays between posts constructed so as not to sag or hang limp and no higher than six feet (6') (or better quality) normally utilized by farmers and ranchers in the area.
14. Right to Maintain Certain Farm or Ranch Animals. It is expressly understood and agreed that the Real Property may be utilized in a manner suitable to a farm or ranch property, and in that regard, it is expressly contemplated that the Grantee may maintain cows, horses, or other animals normally connected with a farm or ranching operations, except swine which shall be prohibited. Any

such horse or cow maintained tract shall be subject to a duty of confinement by fencing by the owner, such as to prevent any trespass upon the property of an adjacent owner. The Grantee agrees to be responsible for any damage done by any cow, horse, or other domestic animal maintained by him. Furthermore, the ownership of any such animals shall be subject to the owner maintaining sanitary conditions with respect to the property. No restrictions herein shall be construed to prevent the maintaining of cats, dogs, or other domesticated animals in reasonable numbers normally connected with a family residence if said animals are confined to the property of the owner.

15. Firearms Restrictions. Any discharge of firearms and/or hunting shall be limited to the property of the owners and shall be at times and under such circumstances as to not constitute a threat to the safety of any person or animal or constitute a nuisance to any adjacent land owner. Under no circumstances shall the discharge of firearms and/or hunting be permitted to extend beyond the owner's property line.
16. Trash and Garbage. No trash, garbage, construction and debris or other refuse may be dumped or disposed of or allowed to remain upon any part of the Real Property, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the Real Property until the Grantee is ready to commence improvements, and then such materials shall be placed within the property lines of the property. No noxious or undesirable things or use whatsoever shall be permitted on any Real Property. Any and all trash and/or garbage shall be kept in sealed containers and in sanitary conditions.
17. Sanitation and Sewage. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, subsurface, alleys, ditches, or water bodies. Any septic tank or sewage disposal system shall meet all standards of any federal, state, county, or

- municipal regulatory authority entitled by law to approve, regulate, or supervise same, and the latter shall be the sole responsibility of Grantee. All federal, state, county, and municipal (if any) health and sanitation statutes, rules, ordinances or regulations must be complied with at all times. An open or closed cesspool shall not be permitted.
18. Water Wells. Grantee shall have the right to drill and establish water wells for personal and domestic consumption in connection with ownership of the Real Property. Any water well shall meet the approval of any federal, state, county, or municipal regulatory authority entitled by law to approve, regulate, or supervise same, and the latter shall be the sole responsibility of Grantee. Nothing contained herein shall be construed as constituting a representation or warranty by Grantor that water is available on any Real Property.
19. Signs. No sign or advertising device may be displayed on the Real Property except in the event of sale. There may be one (1) "FOR SALE" sign containing no more than ten (10) square feet in area displayed on the Real Property at any one time. The Grantor is excepted from this restriction.
20. Subdividing. The Real Property, as that term is defined herein, may not be resubdivided by the Grantee, except that Grantee shall have the right to subdivide a tract provided that no tract herein subdivided shall contain less than 20 acres.
21. Maintenance of Roads. Grantor shall be under no obligation to maintain the roads or easements for the purpose of ingress and egress. Grantee acknowledges and recognizes that a portion of the Real Property may underly the roads and easements retained in connection herewith if any, and does hereby acknowledge that such road easement exists over and upon the Real Property.
22. Restrictions or Interruption of Natural Drainage. Grantee shall not be permitted to erect any improvements or make any alterations in the natural terrain of the property so as to cause an impounding of water or otherwise, alter the natural flow of water upon the property. In addition, Grantee shall not be

permitted to alter the character of the soil, vegetation, or otherwise, so as to alter, change or impede the natural drainage or water on or about or across the property. Nothing contained herein shall be construed as preventing Grantee from diverting water from its natural flow in order to prevent damage to their realty or improvements thereon, subject, however, to the liability hereinafter set forth.

23. Easement for the Purpose of Ingress and Egress. Grantor does hereby acknowledge the implied easement for the purpose of ingress and egress for the benefit of Grantees herein, SAVE AND EXCEPT as restricted by the dedication of the common area as shown in "4" above.
24. Lighting Restriction. General outside lighting used in the connection with the occupancy of a residence shall be kept at a minimum required for safety and security. No florescent or neon lights shall be used to illuminate the outside areas with the exception of temporary nighttime lighting for use in connection with sport events and facilities, such as riding arenas and tennis courts. There shall be no excessive lights and there shall be no sirens, bells or other noise making devices.
25. Orchards. Notwithstanding anything to the contrary contained herein the operation or development of an orchard or garden shall not be considered to be a commercial use as defined in these restrictions.
26. Motor Bikes. Motor Bikes and motor cycles are permitted on dedicated roads and common areas. There shall be a maximum speed limit of twenty (20) miles per hour, and no racing or speeding shall be permitted.
27. Grantor reserves the right in the plat and dedication of any adjacent property to designate an area or areas up to ten (10) acres in size to be designated as commercial area or areas on Highway 118.

ADMINISTRATION

1. Grantor has caused to be formed "HIGH COUNTRY ESTATES PROPERTY OWNERS COMMITTEE", hereinafter called "the Committee." The Committee shall have the rights, powers, and duties provided for herein. The Committee shall consist of three property owners, which shall be named by Grantor. From and after the earlier to occur of either (i) completion of sale of all residential lots shown on the plat of the subdivision or (ii) the expiration of fifteen (15) years from date hereof, the Committee shall have all of the rights, powers, and duties, provided for herein, and the Committee shall thereafter have no rights, powers or duties hereunder.

2. Each residential lot in the subdivision shall be subject to a monthly maintenance charge, hereinafter called "maintenance charge" of six dollars (\$6.00) per month. The amount of the maintenance charge for each lot may be increased or decreased from time to time. It is expressly agreed and understood that the maintenance charge per lot in the subdivision may be more or less than the annual maintenance charge per lot in sections of the DOUBLE DIAMOND RANCH. The maintenance charge shall be secured, collected, managed and expended as follows:
 - (a.) The maintenance charge for each lot shall be due and payable monthly, in advance, on the first day of month following the sale of such lot by Grantor, and on the first day of each month thereafter. Maintenance charges not paid when due shall bear interest at the rate of ten percent (10%) per annum or such greater rate as may be provided by the laws of The State of Texas. No maintenance charge shall begin to accrue on any lot until the sale thereof by Grantor.
 - (b.) The maintenance charge shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Committee, at its discretion, for the benefit of the subdivision and the owners of residential lots therein. The Committee shall by way of illustration and not by way of limitation expend the maintenance fund for improving and maintenance of streets, roads, parks and vacant lots in HIGH COUNTRY ESTATES; collection of garbage and refuse, patrol and security services; fogging and spraying for insect control; enforcement of these Restrictions by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposed which are, in the discretion of the Committee, desirable in maintaining the character and value of HIGH COUNTRY ESTATES and the residential lots therein. The Committee shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds.
 - (c.) To secure the payment of the maintenance charge, a vendor's lien was retained in favor of HIGH COUNTRY ESTATES, and it shall be the same as if a vendor's lien was retained in favor of HIGH COUNTRY ESTATES , and assigned to the Committee without recourse in any manner of HIGH COUNTRY ESTATES for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien may, at the option of the

Committee, be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or the cost of any permanent improvement to be placed thereon, all by appropriate subordination instrument to be executed by the Committee. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; provided however, that such lien be enforceable only by the Committee, its successors or assigns; provided further, however, that under no circumstances shall the Committee ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien.

- (d.) The Committee shall as a condition precedent to the foreclosure of any liens securing the payment of the maintenance charge, first notify the record owner of notes secured by liens covering residential lots in the subdivision (excluding "second lien notes" and other indebtedness secondary and inferior to the "first mortgage"), by registered or certified mail, return receipt requested, sent to such record owner at the last address, if any, of such record owner given to the Committee, of default in the payment of maintenance charges. No action shall be taken by way of filing suit or foreclosure of the maintenance charge lien by sale with respect to any residential lot until sixty (60) days have expired after the mailing of such notice.
 - (e.) The provisions of the Section 2 shall remain in effect as long as these Restrictions, and any extensions and/or amendments hereof, are in force.
 - (f.) If any home site consists of more or less than one entire lot shown on the recorded plat of the Subdivision, then the word "lot" as used in this Section 2, hereof shall mean such home site, not the lot shown on the recorded plat of the subdivision.
3. The Committee shall function as the representative of the owners of the lots in the subdivision for the purposes herein set out as well as for all other purposes consistent of a first-class residential subdivision. The Committee shall, by way of illustration collect and manage the maintenance fund and enforce these Restrictions.
4. Grantor, the Committee as well as their agents and employees shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions except as expressly set forth herein. The acceptance of a deed to a residential lot in the subdivision, shall be deemed a covenant and agreement on the part of the Grantee, and Grantee's heirs, successors, and assigns, that Grantor and the Committee, as well as their agents and employees shall have no liability under these restrictions except for willful

misdeeds

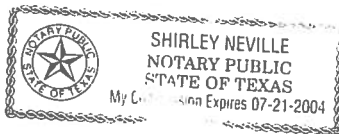
EXECUTED this 19th day of March, 2001

HIGH COUNTRY ESTATES

William Thomas Meriwether
William Thomas Meriwether - Owner

THE STATE OF TEXAS *
COUNTY OF BREWSTER *

This instrument was acknowledged before me on 19th day of March, 2001 by
WILLIAM THOMAS MERIWETHER.



Shirley Neville
Notary public in and for
THE STATE OF TEXAS

My Commission Expires

07-21-2004

Shirley Neville
Printed Name of Notary

MORTENSEN ENGINEERING & LAND SURVEYING

OFFICE 210-278-3646
 FAX 210-278-9291
 P. O. BOX 111
 UVALDE, TEXAS 78802

§ STATE OF TEXAS
 § COUNTY OF UVALDE

§ 21 February 2000

Field Notes of a survey made 16 February 2000.

Being 395 acres of land lying wholly within Brewster County, Texas, in accord with the following schedule:

Survey	Abstract	Block	Original Grantee	Acres
39	761	WJG-8	Texas Central Ry.	2.68
40	6605	WJG-8	Tom Burman	1.27
13	711	352	Martha A. B Smith	52.83
19	110	352	G. W. Fletcher	185.73
21	293	352	H. P. Young	150.41
23	606	352	Wm. Harding	1.59

out of the northeasterly part of that certain 1754.78 acres termed Part "A" and described in Warranty Deed from Susan P. Heide, Lillian Lucille Meriwether, and Ralph H. Meriwether to Wm. Thomas Meriwether on 24 April 1992 and recorded in Volume 30, pages 257 et seq. of the Official Public Records of Brewster County, Texas, and more particularly described by metes and bounds as follows (the bearings shown are geodetic based on North meridian at U.S.C. & G.S. Triangulation Station "ASH 1943" lying West 1308.20 feet and South 19878.90 feet from this Point of Beginning, and declinata West 2° 15' 09" from published grid bearing between "ASH 1943" and "HALEY 1943"):

Beginning at the 3/4-inch steel stake found up 2 inches in curve of W right-of-way of Texas State Highway 118 marking the N corner of that certain 35.00 acres termed "4" and described in Warranty Deed from William Thomas Meriwether to Bryan Sperry and Cynthia Marler on 6 November 1996 and recorded in Volume 71, pages 191 et seq., of the Official Public Records of Brewster County, Texas, the most easterly corner of this described land and the most northerly corner of that certain adjacent and adjoining 171.27 acres described in RELEASE OF PREFERENTIAL RIGHT TO PURCHASE AND ABANDONMENT OF RIGHT-OF-WAY EASEMENT from Susan Patricia Meriwether Heide et al to William Thomas Meriwether on 12 November 1996 and recorded in Volume 71, pages 179-182 of said Public Records, in Survey No. 19, Block 352:

THENCE S 53° 40' 39" W along and adjoining NW boundary of said 35.00 acres, common with the boundary of said 171.27 acres, at 20.78 feet passing through center of 4-inch steel pipe fence anglepost in concrete for encroaching R.O.W. fence, at 145.00 feet passing 27.15 feet right of the center of U.S.C. & G.S. Bench Mark "S 706/1045" and continuing a total of 967.18 feet to the 60d nail found flush in large rock mound by steel tee post marking their common corner, an interior corner of this described land;

THENCE S 34° 58' 01" E continuing along and adjoining said common boundary of 35.00 acres and of 171.27 acres 984.49 feet to the 60d nail found flush in large rock mound by steel tee post marking the S corner of said 35.00 acres;

THENCE S 28° 22' 43" W, along and adjoining the boundary of said 171.27 acres, into and across that certain 40.00 acres described in Correction Warranty Deed from William Thomas Meriwether to David Ramsey on 21 February 1997 and recorded in Volume 78, pages 114 at seq., of said Public Records, at 1930.96 feet passing 100d iron spike found atop small knoll on ridge point, at 2209.75 feet passing S boundary of Survey No. 19 at a point lying N 89° 41' 29" E 1589.09 feet from the 1-inch iron pipe found in center of original rock mound found marking the NW corner of Survey No. 40 in Block WJG-8, and continuing now into Survey No. 40 a total of 2242.60 feet to the 3/4-inch steel stake found up 8 inches in fence marking the SW corner of said 171.27 acres, in the N boundary of that certain 163.00 acres described in Correction Deed from Ralph H. Meriwether to Malvin Cotten et ux on 5 March 1985 and recorded in Volume 250, pages 737-738 of the Deed Records of Brewster County, Texas;

THENCE S 89° 49' 38" W along and adjoining the originally marked N boundary of said 163.00 acres, generally with fence, at 410.75 feet passing 3/4-inch steel stake found up 6 inches in fence marking the SW corner of said 40.00 acres, at 1335.23 feet passing center of marked cedar fence stay, at 1429.02 feet passing 40.77 feet left of the common S corner of Survey Nos. 19 and 21 in Block 352, at 1573.45 feet passing common boundary of Survey Nos. 39 and 40 at a point lying S 2° 45' 29" W 42.03 feet from the said 1-inch iron pipe found in large rock mound marking their original common N corner on this described land, continuing now into Survey No. 39 at 1721.55 feet passing 0.84 foot left of a 60d nail found in rock mound, and continuing a total of 1893.68 feet to the plastic-capped 1/2-inch iron rebar found up 5 inches by cedar 3-way fence corner post marking the NW corner of said 163.00 acres and the Point of Beginning of said 1754.78 acres termed PART "A";

THENCE along existing pasture fence into said 1754.78 acres as follows:

S 88° 48' 55" W 412.97 feet to center of marked 2-inch cedar stay in fence;
 And S 89° 43' 49" W over hill 1343.50 feet to the 100d plastic-capped iron spike set in fence to mark the SW corner of this described land, from which a 3/4-inch steel stake found in fence bears S 89° 55' 12" W 46.70 feet;

THENCE N 12° 29' 08" E, at 70.14 feet passing originally marked N boundary of Survey No. 39 at a point lying N 89° 42' 13" W 2061.32 feet from its aforesaid NE corner and lying S 89° 42' 13" E 3241.51 feet from the 3/4-inch steel stake found in center of original rock mound found marking its NW corner (whence the center of cedar 3-way fence corner post bears S 17° 36' 01" W 20.12 feet and the center of 30-inch cedar witness tree bears N 36° 18' 11" E 279.14 feet), continuing now into and across Survey No. 21 at 4628.83 feet passing N boundary of Survey No. 21 at a point lying N 88° 41' 41" E 4329.08 feet from center of 2X2X3 stone found marking its NW corner, now into and across Survey No. 23 at 5382.75 feet passing its E boundary at a point lying N 2° 03' 02" W 1598.92 feet from the plastic-capped 1/2-inch iron rebar found up 12 inches in original rock mound on this described land found marking SW corner of Survey No. 13 (whence the 7-inch live oak stump bears S 78° 09' 32" E 16.97 feet and the center of live oak stump hole bears S 22° 15' 01" E 23.05 feet), now in Survey No. 13 and continuing a total of 5606.56 feet to the 100d iron spike set by fence in curve of said SW R.O.W. of Texas State Highway 118 for the NW and northmost corner of this described land;

THENCE along and adjoining said SW R.O.W., 60.00 feet from and parallel to and/or concentric with its marked centerline, as follows:

Along the arc of a curve to the left, having a radius of 1015.00 feet and turning 32° 14' 12", 571.08 feet (chord bears S 40° 23' 53" E 563.57 feet) to its Point of Tangent;
S 56° 30' 59" E, at 269.60 feet passing 34.64 feet left of encumbering 2-inch chainlink fence corner post for telephone station enclosure, at 286.15 feet passing 11.04 feet left of encumbering 2-inch steel pipe power pole serving said encumbering enclosure and building, and continuing a total of 1329.35 feet to its Point of Curve;

Along the arc of a curve to the left, having a radius of 1015.00 feet and turning 24° 10' 37", 428.30 feet (long chord bears S 68° 36' 18" E 425.13 feet) to its Point of Tangent;
S 80° 41' 36" E 1075.76 feet to its Point of Curve;

Along the arc of a curve to the right, having a radius of 821.47 feet and turning 39° 17' 14", at 475.90 feet passing the originally marked S boundary of Survey No. 13 at a point lying N 87° 56' 58" E 3346.86 feet from the plastic-capped 1/2-inch iron rebar found up 12 inches in original rock mound marking its SW corner, and lying S 87° 56' 58" W 1953.47 feet from the railroad spike found in original rock mound found marking its SE corner (whence the center of 30-inch cedar witness stump bears S 88° 10' 45" W 17.14 feet and center of 24-inch cedar stump bears N 4° 36' 58" E 51.96 feet), now again in Survey No. 19 and continuing a total of 563.28 feet (long chord bears S 61° 02' 59" E 552.30 feet) to its Point of Tangent;

S 41° 24' 22" E 391.02 feet to its Point of Curve;

And along the arc of a curve to the left, having a radius of 1015.00 feet and turning 3° 44' 59", 66.42 feet (chord bears S 43° 16' 51" E 66.41 feet), to the Point of Beginning, constituting 395 acres of land within the described boundary, with encumbering power line along easterly part, encroaching highway right-of-way fence along said frontage, encumbering telephone station enclosure and utilities as noted, and having no other visible encroachments, easements, or exceptions.

It is hereby certified that the foregoing description and attached plat were prepared from an actual survey made on the ground, under my supervision, and that the same are true and correct.

[Handwritten Signature]
J. E. Mortensen
R.P.S. No. 1867

STATE OF TEXAS
COUNTY OF BREWSTER

I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Brewster County, Texas.



Berta R. Martinez
County Clerk, Brewster County, Texas

VOL. 131 PAGE 193
RECORDED 3/20/2001

Doc# 58985
Pages 15
03/19/2001 01:47:20 PM
Filed & Recorded in
Official Records of
BREWSTER COUNTY
BERTA R. MARTINEZ
COUNTY CLERK
Fees \$37.00