

STATE OF TEXAS

*

25743

COUNTY OF BREWSTER

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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
THE SOUTH DOUBLE DIAMOND RANCH

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS is made this 24th day of August, 1984 by RALPH H. MERIWETHER and RALPH H. MERIWETHER, TRUSTEE (hereinafter referred to as "Declarant"):

W I T N E S S E T H:

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 THE SOUTH DOUBLE DIAMOND RANCH.

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 RALPH H. MERIWETHER and RALPH H. MERIWETHER, TRUSTEE as well as future owners of the property:

NOW, 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

1. 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 RALPH H. MERIWETHER and RALPH H. MERIWETHER, TRUSTEE, 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 RALPH H. MERIWETHER and RALPH H.

MERIWETHER, TRUSTEE, his heirs, successors and assigns, and any Grantee, and his (or her or its or their) heirs, successors, executors, 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 (20') 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

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.

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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)

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.

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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
State Highway No. 118.

EXECUTED this 24th day of August, 1984.



Ralph H. Meriwether
RALPH H. MERIWETHER

Ralph H. Meriwether
RALPH H. MERIWETHER, TRUSTEE

THE STATE OF TEXAS *

COUNTY OF Brewster *

This instrument was acknowledged before me on 24th day of
August, 1984 by RALPH H. MERIWETHER.

Lorina Uranga
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

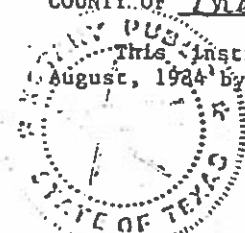
May 15, 1985

LORINA URANGA
Printed Name of Notary

THE STATE OF TEXAS *

COUNTY OF Brewster *

This instrument was acknowledged before me on 24th day of
August, 1984 by RALPH H. MERIWETHER, TRUSTEE.



Lorina Uranga
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

May 15 1985

LORINA URANGA
Printed Name of Notary

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Restrictions for THE SOUTH DOUBLE DIAMOND RANCH dated August 24th, 1984.

METES AND BOUNDS DESCRIPTION

STATE OF TEXAS

BREWSTER COUNTY

Metes and bounds description of a tract of 2211.6 acres of land out of Sections 27, 34, 35, 36, 39, and 40 Block WJG-8, T.C.Ry.Co., Brewster County, Texas and more particularly described as follows:

BEGINNING at a 1-inch pipe in an old rock mound on top of a hill, found to mark the North common corner of Sections 39 and 40, said Block, from which an old rock mound, found to mark the North common corner of Sections 38 and 39, said Block, bears North 89 42 27 West 5302.58 feet;

THENCE South 89 40 49 East 4805.58 feet along the North line of said Section 40 to a 1/2-inch rebar with cap marked "BASSHAM LSLS" and rock mound, set in the West Right-of-Way of Highway 118, from which a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in a small rock mound, found to mark the North common corner of Sections 40 and 41, said Block, bears South 89 40 49 East 387.83 feet;

THENCE along a curve to the Right in said Right-of-Way with Central Angle 02 04 20, Radius 1849.86 feet, Tangent 35.64 feet and Chord Bearing South 25 42 15 West 71.25 feet a distance of 71.25 feet to the Point of Tangency of said curve;

THENCE South 26 44 25 West 712.10 feet along said Right-of-Way to the Point of Curvature of a curve to the Left;

THENCE along said curve with Central Angle 17 08 00, Radius 1969.86 feet and Tangent 278.67 feet a distance of 553.17 feet to the Point of Tangency of said curve;

THENCE South 09 36 25 West 812.53 feet along said Right-of-Way to the Point of Curvature of a curve to the Left;

THENCE along said curve with Central Angle 27 00, Radius 1014.93 feet and Tangent 243.66 feet a distance of 478.27 feet to the Point of Tangency of said curve;

THENCE South 17 23 35 East 1988.78 feet along said Right-of-Way to the Point of Curvature of a curve to the Right;

THENCE along said curve with Central Angle 23 02, Radius 1849.86 feet and Tangent 376.92 feet a distance of 743.66 feet to the Point of Tangency of said curve;

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Restrictions for THE SOUTH DOUBLE DIAMOND RANCH dated August 24th, 1984.

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STATE OF TEXAS

BREWSTER COUNTY

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BEGINNING at a 1-inch pipe in an old rock mound on top of a hill, found to mark the North common corner of Sections 39 and 40, said Block, from which an old rock mound, found to mark the North common corner of Sections 38 and 39, said Block, bears North 89 42 27 West 5302.58 feet;

THENCE South 89 40 49 East 4805.58 feet along the North line of said Section 40 to a 1/2-inch rebar with cap marked "BASSHAM LSLS" and rock mound, set in the West Right-of-Way of Highway 118, from which a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in a small rock mound, found to mark the North common corner of Sections 40 and 41, said Block, bears South 89 40 49 East 387.83 feet;

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THENCE along said curve with Central Angle 17 08 00, Radius 1969.86 feet and Tangent 278.67 feet a distance of 553.17 feet to the Point of Tangency of said curve;

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THENCE South 89 40 49 East 4805.58 feet along the North line of said Section 40 to a 1/2-inch rebar with cap marked "BASSHAM LSLS" and rock mound, set in the West Right-of-Way of Highway 118, from which a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in a small rock mound, found to mark the North common corner of Sections 40 and 41, said Block, bears South 89 40 49 East 387.83 feet;

THENCE along a curve to the Right in said Right-of-Way with Central Angle 02 04 20, Radius 1849.86 feet, Tangent 35.64 feet and Chord Bearing South 25 42 15 West 71.25 feet a distance of 71.25 feet to the Point of Tangency of said curve;

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THENCE along said curve with Central Angle 23 02, Radius 1849.86 feet and Tangent 376.92 feet a distance of 743.66 feet to the Point of Tangency of said curve;

THENCE South 05 38 25 West along said Right-of-Way at 124.01 feet pass the common line of said Sections 35 and 40, on in all 3019.82 feet to the Point of Curvature of a curve to the Right;

THENCE along said curve with Central Angle 21 50, Radius 1849.86 feet and Tangent 356.78 feet a distance of 704.91 feet to the Point of Tangency of said curve;

THENCE South 27 28 25 West 1165.65 feet along said Right-of-Way to the Point of Curvature of a curve to the Left;

THENCE along said curve with Central Angle 08 33, Radius 5789.58 feet and Tangent 432.78 feet a distance of 863.95 feet to the Point of Tangency of said curve;

THENCE South 18 55 25 West along said Right-of-Way at 8.13 feet pass the common line of said Sections 34 and 35, on in all 1636.30 feet to the Point of Curvature of a curve to the Right;

THENCE along said Curve with Central Angle 02 53, Radius 5669.58 feet and Tangent 142.69 feet a distance of 285.31 feet to the Point of Tangency of said curve;

THENCE South 21 48 25 West 1578.50 feet along said Right-of-Way to the Point of Curvature of a curve to the Right;

THENCE along said curve with Central Angle 06 26, Radius 5669.50 feet and Tangent 318.63 feet a distance of 636.60 feet to the Point of Tangency of said curve;

THENCE South 28 14 25 West 326.43 feet along said Right-of-Way to a 1/2-inch rebar with cap marked "BASSHAM LSLS", Set to mark the Southeast corner of this tract;

THENCE North 87 51 West along the South line of this tract, at 1776.82 feet pass the common line of said Sections 27 and 34, on in all 2456.86 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set at a fence corner to mark a corner of this tract;

THENCE North 79 35 West 2005.35 feet along a fence line to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set at a fence corner to mark a corner of this tract;

THENCE North 73 40 West 1762.85 feet along said fence line to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set at a fence corner to mark the Southwest corner of this tract;

THENCE North 79 22 West 153.57 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 06 06 West 1170.36 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

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THENCE along said curve with Central Angle 06 26, Radius 5669.50 feet and Tangent 318.63 feet a distance of 636.60 feet to the Point of Tangency of said curve;

THENCE South 28 14 25 West 326.43 feet along said Right-of-Way to a 1/2-inch rebar with cap marked "BASSHAM LSLS", Set to mark the Southeast corner of this tract;

THENCE North 87 51 West along the South line of this tract, at 1776.82 feet pass the common line of said Sections 27 and 34, on in all 2456.86 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set at a fence corner to mark a corner of this tract;

THENCE North 79 35 West 2005.35 feet along a fence line to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set at a fence corner to mark a corner of this tract;

THENCE North 73 40 West 1762.85 feet along said fence line to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set at a fence corner to mark the Southwest corner of this tract;

THENCE North 79 22 West 153.57 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 06 ^6 West 1170.36 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 20 40 West 922.01 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 10 30 East 433.78 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 36 49 East at 784.00 feet pass the common line of said Sections 27 and 36, on in all 832.21 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 09 03 East 1074.78 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 68 35 East 499.59 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 51 56 East 226.27 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 16 13 East 246.46 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 32 24 East 898.93 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 42 31 East 355.23 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 55 10 East 369.57 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 21 13 East 486.69 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 40 26 East 223.96 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 06 53 East 556.57 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 13 39 East 327.49 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the West line of a road to mark a corner of this tract;

THENCE North 21 57 West 624.76 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 22 09 East at 504.74 feet pass the common line of said Sections 36 and 39, on in all 694.02 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 23 56 East 1791.09 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 20 25 East 1168.35 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS:", set on the East bank of an arroyo to mark a corner of this tract;

THENCE North 03 49 East 1040.55 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set to mark a corner of this tract;

THENCE North 1353.23 feet to a 1/2-inch rebar with cap marked "BASSHAM LSLS", set in the North line of said Section 39 to mark the Northwest corner of this tract;

THENCE South 89 42 27 East 689.79 feet along the North line of said Section 39 to the POINT OF BEGINNING and containing 388.1 acres in said Section 27, 250.6 acres in said Section 34, 540.1 acres in said Section 35, 363.0 acres in said Section 36, 129.5 acres in said Section 39, and 540.3 acres in said Section 40 for a total of 2211.6 acres.

I hereby certify that this survey conforms to the current Texas Surveyors Association standards and specifications for a Category 1B, Condition IV survey.

Albert F. Bassham
Elbert F. Bassham
REGISTERED PUBLIC SURVEYOR No. 1951
LICENSED STATE LAND SURVEYOR

10 August 1984

FILED FOR RECORD THE 24 DAY OF August, A.D., 1984 AT 9:30 O'CLOCK AM
RECORDED THE 24 DAY OF August, A.D., 19 84 AT 2:05 O'CLOCK P.M.
BY *Fay Mathis* DEPUTY HELEN CRONE, County Clerk
Brewster County, Texas