

Vol 9244, Pg 258

BILL & RETURN TO:
LAWYERS TITLE CO.

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COPY

DEDICATION OF RECIPROCAL COVENANTS

Filed for Record in:
BRAZOS COUNTY

On: Aug 03, 2009 at 11:55A

THE STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BRAZOS

§

As a
Recording

Document Number: 01037145

Amount 107.00

Receipt Number - 371494

Cynthia Rincon

THIS DEDICATION OF RECIPROCAL COVENANTS ("Agreement") is made as of the 30th day of July, 2009, by ALTON E. OFCZARZAK, II ("Original Owner");

WITNESSETH:

WHEREAS, Original Owner owns an approximately 237.26 acre tract of real property located in Brazos County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference; SAVE AND EXCEPT therefrom and out of such 237.26 acre tract a 21.11 acre tract described on Exhibit "B" attached hereto and incorporated herein by reference (the remaining 216.15 acre tract being referred to herein as "Fawn Meadows Estates") (the "Property"); and

WHEREAS, Original Owner dedicated that Certain Reciprocal Access Easement, Drainage and Utility Easements Agreement ("RAE") which is recorded in Volume 9244 Page 231 of the Official Records of Brazos County, Texas; and

WHEREAS, the 21.11 acre tract described on Exhibit "B" attached hereto is not encumbered with these covenants; and

WHEREAS, Original Owner desires to create and provide for the improvement and maintenance of the Property for the mutual benefit and pleasure of the Original Owner and future owners of the Property, to protect and conserve the native beauty of the Property and to protect the property value of the Property by imposing the covenants, restrictions and other provisions of this upon the Property;

NOW THEREFORE, the following restrictions (the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of the Property. Every contract, deed or conveyance which may be hereafter executed with regard to any of the Property shall be conclusively deemed to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, even if the covenants, conditions and restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in such parcel.

ARTICLE 1 DEFINITIONS

The following words when used in this instruments shall have the following meanings:

1.01 "*Agreement*" shall mean this Dedication of Reciprocal Covenants, together with any and all amendments or supplements hereto recorded in the Official Records of Brazos County, Texas.

1.02 "*Barn*" shall mean any building or portion of a building situated upon the Property which is designated and intended for use and occupancy as shelter for animals or farming implements, or for some other non-residential use.

1.03 "*Easements*" shall mean those easements more particularly described in the RAE.

1.04 "*Improvement*" shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to adding or removing square footage area space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any land or Structure.

1.05 "*Majority of Owners*" shall mean the Owners holding more than fifty-one percent (51%) of the Property based on acreage.

1.06 "*Original Owner*" shall mean Alton E. Ofczarzak, II.

1.07 "*Owner*" shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Parcel, or any part or interest therein, but shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall further include any person or entity claiming title to any Parcel or portion thereof by adverse possession, and any person or entity claiming interest in a Parcel or part thereof under a contract of sale.

1.08 "*Parcel*" shall mean all or any portion of the Property with separate ownership.

1.09 "*Permitted Livestock*" shall mean grazing cattle, horses, donkeys and mules.

1.10 "*Primary Dwelling Unit*" shall mean any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons and which has a heated living area of not less than 2,400 square feet, exclusive of porches (open or covered), decks, garages and carports.

1.11 "*Property*" shall mean the land described on Exhibit "A" attached hereto and any other real property made subject to this Agreement after the date hereof in accordance with Section 6.05.

1.12 "RAE" shall mean the Dedicated Reciprocal Access Easement, Drainage and Utility Easements signed by Original Owner, dated July 30, 2009, and recorded in Volume 9244, Page 231 of the Official Records of Brazos County, Texas.

1.13 "Road" shall mean the Road in the Access Easement Area as defined in the RAE.

1.14 "Structure" shall mean and refer to:

- (a) any thing or device, other than trees, shrubbery and landscaping (the placement of which upon any Parcel shall not adversely affect the appearance of such Parcel) including but not limited to any residence, building, garage, outbuilding, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, clothesline, fence, curbing, paving, wall or hedge more than two feet in height, signboard or other temporary or permanent living quarters or any temporary or permanent Improvements to any Parcel;
- (b) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of any waters in any waterway, wash or drainage channel from, upon or across any Parcel;
- (c) any enclosure or receptacle for the concealment, collection and/or disposition of refuse; and
- (d) any change in the grade of any Parcel of more than six (6) inches from that existing at the time of initial construction.

1.15 "Super Majority of Owners" shall mean the Owners owning at least seventy-five percent (75%) of the Property based on acreage.

ARTICLE 2 RESTRICTIONS LIVESTOCK AND ANIMALS

2.01 Permitted Livestock. At no time may there be an average of more than one Permitted Livestock animal per acre. With the exception of domestic dogs or cats, no animals which are not Permitted Livestock may be brought on the Property.

2.02 Animal Restrictions. No swine or poultry may be kept or maintained on any portion of the Property, except three swine or ten poultry for 4-H or FFA projects per parcel will be allowed.

2.03 Fencing. To ensure a consistency of design, appearances, and materials throughout FAWN MEADOWS ESTATES all "Fences Fronting" (as further defined below) must conform to the

following standards: (1) the style "Post and Three Rail", in the color of white, with posts eight feet (8') apart on center; (2) constructed of either wood or polyvinyl; (3) a minimum/maximum height of 51 (fifty-one) to fifty-three (53) inches, a minimum/maximum rail width of five (5) to six (6) inches; and (4) all fences must be aligned with any contiguous neighbors fencing (if such exist) and placed along the outside boundary of the Reciprocal Access Easement. If the Original Owner installs the "Post and Three Rail" fence on any tract, then such fence shall be conveyed with associated ownership and maintenance responsibilities to each respective tract owner of a parcel. The term "Fences Fronting" shall mean fences that adjoin, abut or separate a Parcel or tract from the Reciprocal Access Easement. An owner is not required to construct a fence but in the event an Owner elects to do so, such fence shall meet the four standards as set out above for "Fences Fronting". "Side Fences" or "Back Fences" are not required to meet those standards and may be constructed as the Owner's needs and wishes dictate; provided however the Original Owner or Oversight Committee can require side or back fences to be removed or altered if such fences are constructed in a manner or of such material that it is a detriment to the Property located in Fawn Meadows Estates at the sole discretion of the Original Owner or the Oversight Committee.

ARTICLE 3
RESTRICTIONS
MAINTENANCE OF COMMON AREAS

3.01 Road Maintenance. The Property is benefitted by the RAE, and each Owner is bound by the road maintenance provisions described in that agreement. Further, the Original Owner or the Oversight Committee may perform maintenance and repair to the Easement Area and/or Road, the entrance area and any Mailbox Common Area and seek reimbursement from the other Owners for such costs. Each Property Owner agrees to initially pay Two Hundred and No/100 Dollars (\$200.00) per year for a Maintenance Fund for maintaining the Access Easement Area and any Common Area ("Annual Fee"). The assessment of the Annual Fee does not commence until January 1, 2010. The Annual Fee may be increased by a vote of the Super Majority. Each Owner shall pay their Annual Fee and their share of any additional cost for the repair and maintenance costs within thirty (30) days of receipt of a statement from the Oversight Committee. An Owner's share of any additional cost in excess of the Annual Fee shall be determined on a per acre basis. All Annual Fees and sums due for maintenance costs which are not paid within the thirty (30) days, including interest thereof at ten percent (10%) per annum, shall constitute a lien on such non-paying party's property prior to all other liens and encumbrances, except for: (a) all taxes and special assessments levied by governmental and taxing authorities; (b) all liens securing sums due or to become due under any previously recorded mortgage lender's lien or deed of trust; and (c) liens placed against a Parcel to secure funds advanced for the purchase of the Parcel or for the cost of improvements made to the Parcel.

3.02 Oversight Committee. The Original Owner shall establish a committee for the oversight of this Agreement (the "Oversight Committee") and the maintenance of the Road, Easement Area, and entrance monument (if any) ("Common Areas"). The Oversight Committee is hereby charged with: (1) oversight of the maintenance of Common Areas; (2) making occasional special assessments for capital improvements in Common Areas; (3) establishing specific standards with respect to building material types

and construction standards; (4) enforcing the collection of assessments on behalf of the Property Owners; (5) performing other duties assigned to the Oversight Committee in this Agreement and (6) enforcing the terms of this Agreement and the RAE, including by the application of liens on Parcels.

- (a) Election of Committee Members. The Oversight Committee shall be composed of three (3) members, initially elected by the Original Owner and once the Original Owner no longer owns any of the Property or at such time as the Original Owner releases in writing the right to appoint such Committee, then by the vote of a Majority of the Owners. Once the Original Owner no longer has the right to appoint the Oversight Committee, the members of the Oversight Committee shall be elected annually by a vote of the Owners based on acreage. The Oversight Committee may call a meeting of the Owners or may mail ballots to each Owner for Purposes of electing its members.
- (b) Establishment of Construction Standards and Approval of Plans. Prior to constructing any Structure, each Owner must submit the plans and specifications in writing to the Oversight Committee for approval. The Oversight Committee must approve or reject the plans and specifications within fifteen (15) days of their submission, such approval not to be unreasonably withheld. If the plans and specifications are not approved or denied within such fifteen (15) days period, they are deemed approved. The Oversight Committee may also set standards for the materials which may be used in the construction of Structures on the Property. Such standards and acceptable building materials will comply with this Agreement.
- (c) Future Establishment of an Association. The duties of the Oversight Committee may be assigned to a homeowners association, or other type of association which is created by the Owners upon the approval of a Super Majority of Owners.

ARTICLE 4
RESTRICTIONS
BUILDING, CONSTRUCTION AND USE RESTRICTION

4.01 Square Footage, Height Requirements. No single Structure may occupy a land area greater than 7,000 square feet (footprint) without the express written consent of the Oversight Committee, which may be withheld for any reason. No Structure constructed on any Parcel shall exceed a height above ground level of forty feet (40').

4.02 Driveways. All driveways on any portion of the Property accessing the Access Easement must have an asphalt or concrete driveway apron, installed in compliance with Brazos County driveway standards and requirements at Owner's sole cost and expense.

4.03 Building Materials. Primary Dwelling Units shall be of recognized standard construction quality within the City of Bryan, Texas, and all finished exterior coverings of each Dwelling Unit, Structure

and Improvement (exclusive of doors, windows, and similar openings) shall be constructed of at least eighty percent (80%) masonry or non-sheet materials. All other structures or improvements shall require all walls fronting the Access Easement to be constructed of at least eighty percent (80%) masonry or non-sheet materials. The Oversight Committee reserves the right and power to grant variances or exceptions to such requirements. The Oversight Committee may, from time to time, establish a list of acceptable building materials which will qualify as masonry or non-sheet materials. Such construction shall comply with Chapter 446 of the Texas Property Code, as amended, regarding inspections.

4.04 Number of Structures on Parcel. Only one Primary Dwelling Unit and appurtenances thereto such as garages, outbuildings, and the like, may be placed or constructed per Parcel. Only two Barns and appurtenances thereto such as garages, outbuildings, and the like, may be placed or constructed per Parcel. A Secondary Dwelling Unit built within a Barn constitutes one Structure for the purposes of this paragraph and is not considered to be the Primary Dwelling.

4.05 Manufactured Housing. No Manufactured or Mobile Housing may be located on any Parcel.

4.06 Building Setbacks. No Improvements or Structure, except fences, may be located on any Parcel:

- (a) nearer than seventy-five (75) feet from the front and rear property lines of a Parcel. The front of a Parcel shall be the portion that adjoins the Access Easement; or
- (b) nearer than fifty (50) feet to any other property line of a Parcel.

However, in no event will the setback lines described herein be less than those set by governmental requirements. The set back lines described herein is sometimes referred to as the "Building Setback Area." The Oversight Committee has the power and authority in its sole discretion to approve setbacks that are less than those set forth in (a) or (b) above.

4.07 Sewage Disposal. No Primary Dwelling Unit or Secondary Dwelling Unit shall be built without a State of Texas, Brazos County, or other required governmentally approved and permitted sewage disposal system. Such system shall be maintained at all times according to applicable laws, ordinances, and regulations.

4.08 Water. Water for residential use is available from Wixon Water Supply Corporation subject to tap and meter fees. All Owners should contact Wixon Water Supply Corporation for the cost of tap fees, water meter or usage fees.

ARTICLE 5
GENERAL RESTRICTIONS

5.01 Residential Use; Unrelated Occupants; Rental. The Property shall be used only for non-commercial, single family residential and recreational purposes and/or for agricultural purposes. Only single-family residential dwellings and appurtenances ordinary to residential living or those structures related to agricultural uses shall be permitted. To this end, without limitation, the following structures may not be built on any portion of the Property: hospitals, clinics, rest homes, duplex houses, apartment houses, mobile homes, manufactured housing, hotels, or any retail, wholesale, or other business or commercial establishments of any kind. All residents of any Dwelling Unit on a Parcel except for one (1) shall be related within the second degree of consanguinity or affinity. Owners may lease their Dwelling Unit to another party.

5.02 No Noxious Use. No noxious or offensive trade or activity shall be carried on upon any Parcel nor shall anything be done which may be or become an annoyance or nuisance to other Owners or the Property.

5.03 Disposal of Trash. No part of the Property shall be used or maintained as dumping grounds for rubbish. Trash and garbage receptacles, or other equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition. Trash and garbage shall be removed from Parcels on a regular basis, not more than every 15 days.

5.04 Neat and Clean Condition. Owners shall not permit the accumulation of trash, rubbish, weeds, or other unsightly obstacles on their Parcels or on the Easements or on the Road. Each Owner shall be responsible for proper disposition of his trash and garbage. Owners must maintain all portions of their Parcels visible from the Road or Dwelling Unit on another Parcel in a neat and clean condition.

5.05 No Pollution. No act may be performed which is likely to pollute the air, land, or water in any part of the Property, nor may any Owner violate any federal, state or local ordinance or regulation designed to eliminate pollution at that time in force.

5.06 Signage. Owners are not permitted to install signage of any kind on the Road other than an approved address marker or a sign not to exceed two (2) feet by two (2) feet advertising a Parcel for sale. All improvements must be installed in compliance with Brazos County standards and requirements, at Owner's sole cost and expense.

5.07 Oil and Gas Drilling. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on the surface of any Parcel, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted on the surface of any Parcel. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other mineral shall be erected, maintained or permitted on any Parcel. This paragraph does not prohibit the pooling of all or part of the Subdivision with

other property for drilling of horizontal or slant hole wells, which do not interfere with the use of the surface of the Property.

5.08 Parcel Subdivision Restrictions. No Parcel, after such Parcel has been conveyed by the Original Owner, may be subdivided into smaller parcels without the prior written consent of a Super Majority of the Owners. Any property owner may establish further restrictive covenants for his or her Parcel in addition to those contained in this Agreement as long as they do not interfere or cause conflict with this Agreement. The Original Owner retains the option and authority to subdivide a Parcel owned by the Original Owner.

5.09 No Discharge of Firearms. Hunting and the discharge of firearms shall not be permitted on the Property.

5.10 Mailboxes. In the event mailboxes are allowed by the U.S. Postal Service, all mailboxes shall be forty-two (42) to forty-four (44) inches from the surface of the ground surrounding such and shall be enclosed in a small and appropriate column made of brick that is compatible with the main residential structure. The U.S. Postal Service may require a Common Postal Area at the entrance to Fawn Meadows Estates.

5.11 Butane. Installation and maintenance of butane and propane tanks to serve the single-family residence constructed on any tract in the Subdivision is allowed but only when due care is taken to situate any such tank in such a fashion that it is least visible to the Access Easement and to the Parcel adjacent to the Parcel where such tank is placed. Each Parcel owner agrees that the question of desirable location and visibility shall be determined in the sole and absolute authority of Representative of the Oversight Committee as defined herein.

5.12 Abandoned Vehicles or Equipment. No vehicles or tractors that have been non-operational for a period of six (6) consecutive months may remain on a Parcel unless such vehicle or tractor cannot be seen from an adjoining Parcel or the Access Easement.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.01 Applicability. This Agreement is adopted as part of and, except as expressly provided herein, all of the Property, including any Parcels. This Agreement is equally for the benefit of all subsequent Owners of the Property, and accordingly, shall be covenants running with the land. Any Owner or lienholder of any of the Property shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of this Agreement and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the restrictions contained in this Agreement.

6.02 Mortgagee. Nothing contained in this document, nor any violation of any provision of this Agreement, shall have the effect of impairing or affecting the rights of any mortgagee, or trustee under any mortgage or deed of trust outstanding against all the Property or any portion thereof.

6.03 Run With Land. Every person who now or hereafter owns or acquires any right, title or interest in or to any of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquires an interest in the Property.

6.04 Severability. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provision of this document shall in no way effect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

6.05 Enlargement or Reduction of the Property. At any time and from time to time, Original Owner shall have the right, without the joinder or consent of the Owners, to add additional property to the land then comprising the Property. As used herein, "Additional Property" shall mean and refer to contiguous lands that Original Owner, and the owner of the Additional Property (if different from Original Owner) wish to make subject to this Agreement.

The addition of the Additional Property or portions thereof to the Property shall be accomplished by the filing in the Official Records of Brazos County an instrument describing the Additional Property to be annexed and annexing such Additional Property so described to the Property, thereby imposing this Agreement, as amended from time to time with such additional modifications and additions described in such instrument, upon the Additional Property. Upon the filing of such an instrument, the Additional Property shall become a part of the Property under this Agreement. Original Owner shall have no obligation to impose this Agreement on any other land owned by Original Owner and nothing contained in this Agreement shall be deemed to create or give rise to any legal or equitable right, servitude, easement or other interest in or to any other lands now owned or hereafter acquired by Original Owner, unless and until such lands are expressly made subject to this Agreement by virtue of the recordation of an instrument imposing this Agreement upon such land in accordance with this Section 6.05.

6.06 Exceptions. Special, case-by-case exception to the covenants contained herein may be made with the written approval of the Oversight Committee.

6.07 Amendment. This Agreement may be amended or terminated by an amendment approved by a Super Majority of the Owners as of the first day of the month in which such amendment is made effective. Any amendment, must also be approved by Original Owner if he owns any part of the Property, and, Original Owner, in his sole and absolute discretion, may withhold his consent. Any termination or amendment to this Agreement shall be documented by an instrument signed and acknowledged by a Super Majority of the Owners and the Original Owner.

6.08 Failure to Enforce Covenants. The failure of Original Owner, the Oversight Committee, the Owner of any Parcel, or their respective legal representatives, heirs, successors and assigns, to enforce this Agreement or any portion thereof shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such other violation or breach occurring prior or subsequent thereto.

6.09 Relief for Violation or Breach. Damages shall not be an adequate remedy for any breach or violation of any provision hereof. Accordingly, any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction, specific performance, recovery of damages or any other available relief either at law or in equity.

6.10 Enforcement of Covenants. Each Owner of each Parcel shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Owner, guest, tenant and invitee affiliated with such Parcel, and such liability and responsibility of each Owner shall be joint and several with their guests, tenants and invitees. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Property. Any person who either:

- (a) brings suit to enforce this Agreement and prevails therein; or
- (b) otherwise incurs legal fees in enforcing the covenants contained in this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the person against whom the covenants are enforced.

6.11 Headings and Titles. All titles or headings of the articles and sections herein are for the purpose of reference only and shall not be deemed to limit, modify, or otherwise affect any of the provisions hereof. All references to singular terms shall include the plural where applicable, and all references to the masculine shall include the feminine and the neuter.

6.12 Notices. Any notice given or required to be sent under the provision of this Agreement shall be deemed to have been properly given when giving in writing; and

- (a) delivered personally;
- (b) delivered to a reputable overnight delivery service providing a receipt; or
- (c) deposited in the United States mail, postage prepaid and registered or certified, return receipt requested, to the last known address of a person to whom notice is to be given.

The address for each Owner shall be at the Parcel or Parcels owned by such Owner unless the Owner furnishes written notice of another address to the party by giving a notice as provided herein. The effective date of any notice as provided herein (the "Effective Date") shall be the date of personal service, one (1)

business day after delivery to such overnight service, or three (3) business days after being deposited in the United States mail, whichever is applicable.

6.13 Mutuality, Reciprocity, Runs With Land. All covenants, restrictions, easements, charges and liens contained in this Agreement:

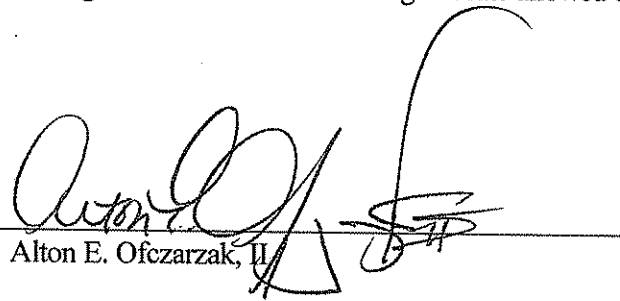
- (a) are made for the direct, mutual and reciprocal benefit of the Property and each Parcel therein;
- (b) shall create mutual, equitable servitudes and reciprocal easements upon each Parcel, in favor of every other Parcel (except as otherwise herein provided);
- (c) shall create reciprocal rights and obligations between the respective Owners of all Parcels and privity of contract and estate between all Owners of the Parcels and their respective heirs, successors and assigns; and
- (d) shall, as to the Owner of each Parcel and their respective heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Parcels, and the present and future Owners thereof.

The foregoing shall in no way create a mutual, equitable servitude or reciprocal easement with respect to the use restrictions.

6.14 Time is of the Essence. In regard to the acts, duties, obligations, or responsibilities to be performed by any Owner pursuant to this Agreement, time is of the essence as to such performance.

6.15 Maximum Interest Payable. In all events where interest is due and payable on any obligation pursuant to the provisions of this Agreement, the person to whom such payment is due shall never be entitled to receive, collect or apply as interest on such indebtedness any amount in excess of the highest rate allowed by law. In the event the payee of such indebtedness ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be credited against the principal of the indebtedness and, if the indebtedness has been paid in full, any remaining excess shall forthwith be refunded to the payor thereof and, in such event, the payee shall not be subject to any penalties provided by law for contracting for, charging or receiving interest in excess of the highest rate allowed by law.

DATED this 30th day of July, 2009.

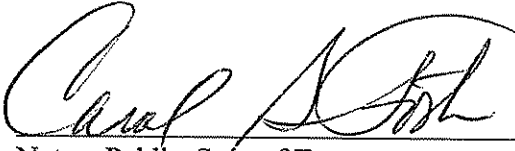

Alton E. Ofczarzak, II

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 3 day of ^{July}~~July~~, 2009, by Alton E. Ofczarzak, II.





Notary Public, State of Texas
My Commission Expires: _____

POST OAK BANK, N.A., the lienholder on the property encumbered by this Dedication of Reciprocal Covenants, does hereby agree that a foreclosure of its lien or liens shall not terminate or extinguish these easements.

EXECUTED on this the 30th day of July, 2009.

POST OAK BANK, N.A.

By: *Lance Gordon*
Lance Gordon, Senior Vice-President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 30th day of July, 2009, by Lance Gordon, Senior Vice-President of Post Oak Bank, N.A., a national banking association, on behalf of said bank.



Kathleen A. Olson
Notary Public, State of Texas
My Commission Expires: 8/4/2012

EXHIBIT "A"

Legal Description

Field notes of a 237.26 acre tract or parcel of land, lying and being situated in the G. H. Coleman Survey, Abstract No. 10 and in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of the called 193.592 acre (net) tract (200 acres less 1.408 acres, less 5 acres) described in the deed from The Veteran's Land Board of the State of Texas, to Ben T. Mahoney, as recorded in Volume 255, Page 876, of the Deed Records of Brazos County, Texas, and being all of the called 100.1 acre tract described in the deed from Johnny S. Lampo, Receiver to Ben T. Mahoney as recorded in Volume 146, Page 297, of the Deed Records of Brazos County, Texas, and part of the called 5 acre tract described in the deed from The Veteran's Land Board of the State of Texas, to Ben T. Mahoney, as recorded in Volume 162, Page 231, of the Deed Records of Brazos County, Texas, and said 237.26 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the east line of Dilly Shaw Tap Road (County Road) marking the northwest corner of the beforementioned 193.592 acre tract;

THENCE S 45° 00' 00" E along the westerly northeast line of the beforementioned 193.592 acre tract, at a distance of 10.97 feet, pass the west corner of Lot 1, Block 2 - Fawn Lake Estates - Replat of Replat according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, from which a 1/2" iron rod found bears N 27° 19' 09" W - 0.26 feet, continue on along the common line between the 193.592 acre tract and Fawn Lake Estates Replat, at a distance of 124.7 feet, a 12" post oak tree fence corner bears southwest - 1.2 feet, continue on, adjacent to a fence, for a total distance of 516.80 feet to a 1/2" iron rod found marking the south corner of Lot 1, Block 2;

THENCE N 45° 15' 00" E along the southeast line of the beforementioned Lot 1, Block 2, Fawn Lake Estates Replat for a distance of 7.63 feet to the west corner of the William Zimmerman - called 6.00 acre - Tract 1 (out of 193.592 acre tract) described in Volume 3969, Page 234, of the Official Records of Brazos County, Texas, same being at the beginning of a curve, concave to the northeast, having a radius of 222.76 feet, from which a 1/2" iron rod found (bent) bears N 69° 32' 57" W - 0.15 feet;

THENCE along the southerly and southwesterly lines of the beforementioned 6.00 acre tract, adjacent to, south of and north of a fence line, as follows:

Easterly along said curve, for an arc length of 82.92 feet to a 1/2" iron rod found at the end of this curve, the chord bears S 70° 50' 08" E - 82.44 feet,
S 81° 29' 59" E for a distance of 362.88 feet to a 1/2" iron rod found marking at the beginning of a curve, concave to the southwest, having a radius of 494.26 feet,
Southeasterly along said curve, for an arc length of 262.69 feet to a 1/2" iron rod found at the end of this curve, the chord bears S 66° 16' 26" E - 259.61 feet,

S 51° 02' 53" E for a distance of 142.12 feet to a 1/2" iron rod found at an 8" creosote post fence corner marking the south corner of the 6.00 acre tract;

THENCE N 45° 00' 00" E along the southeast line of the beforementioned William Zimmerman - 6.00 acre tract and the southeast line of the Francis Patricia Zimmerman - 6.00 acre - Tract 2 described in said 3969/234, adjacent to and southeast of a fence, for a distance of 563.70 feet to a 1/2" iron rod found marking the east corner of the 6.00 acre - Tract 2 in the southwest line of Lot 6B, Block 2, of the beforementioned Fawn Lake Estates Replat, from which an 8" creosote post fence corner bears N 52° 02' 18" W - 35.5 feet;

THENCE S 45° 00' 00" E along the southwest line of Lots 6B, 7A and 8, Block 2, Fawn Lake Estates Replat, same being the northeast line of the beforementioned 5 acre tract and the beforementioned 193.592 acre tract, adjacent to a fence, for a distance of 485.52 feet to a 1/2" iron rod found marking the south corner of said Lot 8, same being an interior ell corner of the beforementioned 193.592 acre tract, from which a 1/2" iron rod found bears N 44° 45' 55" W - 28.60 feet and a 30" post oak tree fence corner bears N 38° 11' 56" W - 29.5 feet, and a 24" dead tree fence corner bears N 46° 24' 11" E - 28.2 feet;

THENCE N 45° 00' 00" E along the northwest line of the beforementioned 193.592 acre tract and the beforementioned 100.1 acre tract, same being the southeast line of the following tracts: the beforementioned Fawn Lake Estates Replat (2929/45), the Replat of Lot 3, Block 4, Fawn Lake Estates according to the plat recorded in Volume 5367, Page 227, of the Official Records of Brazos County, Texas, and the Forest - called 75.27 acre tract described in Volume 8021, page 88, of the Official Records of Brazos County, Texas, adjacent to a fence, at a distance of 620.00 feet, pass a 1/2" iron rod found at the southeast end of Fawn Lake Drive, (at south corner thereof) at a distance of 720.00 feet, pass a 1/2" iron rod found at the southeast end of Fawn Lake Drive (at east corner thereof), at a distance of 2150.00 feet, pass the east corner of Lot 3B (3.09 acres) of said Fawn Lake Estates Replat (5367/227), same being the south corner of the said 75.27 acre tract, from which a 1/2" iron rod found at an 8" cedar tree bears S 87° 28' 37" E - 0.29 feet, continue on, at a distance of 3735.97 feet, pass a 1" iron rod found, continue on, for a total distance of 3800.97 feet to the north corner of the 100.1 acre tract in the center of Wickson Creek, same being the east corner of the 75.27 acre tract;

THENCE along the center meanders of Wickson Creek, same being the southeast line of the Glockzin - 241.28 acre tract, Volume 5257, Page 185 of the Official Records of Brazos County, Texas, and the Glockzin - 217.21 acre tract, Volume 5257, Page 180 of the Official Records of Brazos County, Texas, as follows:

S 62° 14' 46" E for a distance of 162.50 feet,
S 86° 44' 46" E for a distance of 394.50 feet,
S 73° 14' 46" E for a distance of 132.00 feet,
S 87° 29' 46" E for a distance of 154.50 feet,
S 66° 14' 46" E for a distance of 172.50 feet,
S 79° 59' 46" E for a distance of 131.00 feet,

N 89° 45' 14" E for a distance of 140.00 feet,
S 63° 59' 46" E for a distance of 158.00 feet,
S 77° 44' 46" E for a distance of 124.50 feet,
S 62° 44' 46" E for a distance of 258.00 feet,
S 12° 29' 46" E for a distance of 42.50 feet,
S 01° 30' 14" W for a distance of 66.00 feet,
S 29° 14' 46" E for a distance of 115.50 feet,
S 10° 30' 14" W for a distance of 75.00 feet,
S 12° 00' 14" W for a distance of 80.50 feet,
S 17° 59' 46" E for a distance of 71.00 feet,
S 70° 44' 46" E for a distance of 64.00 feet,
N 54° 15' 14" E for a distance of 120.50 feet,
N 80° 00' 14" E for a distance of 61.50 feet,
N 64° 15' 14" E for a distance of 154.50 feet,
N 88° 30' 14" E for a distance of 64.50 feet,
S 72° 14' 46" E for a distance of 56.50 feet,
S 40° 59' 46" E for a distance of 94.00 feet,
S 26° 00' 46" E for a distance of 51.23 feet,
S 43° 55' 10" E for a distance of 39.45 feet to the east corner of the 100.1 acre tract, same being the north corner of the Smith - called 73.77 acre (net) tract, Volume 2349, Page 259, and Volume 2349, Page 261, of the Official Records of Brazos County, Texas;

THENCE along the southeast line of the beforementioned 100.1 acre and 193.592 acre tracts, same being the northwest line of the beforementioned 73.77 acre tract and the Marrs - called 76 acre (net) tract, Volume 3722, Page 01, adjacent to, northeast of and southwest of a fence, as follows:

S 45° 26' 08" W at a distance of 58.00 feet, pass a 1" iron rod found, continue on, for a total distance of 2291.14 feet to the west corner of the 73.77 acre tract, same being the north corner of the 76 acre tract, located 4 feet southeast of the center of a creek or slough, from which a crosstie fence corner bears S 46° 01' 17" E - 12.8 feet, and a 1/2" iron rod found bears N 05° 33' 49" W - 0.92 feet,

S 44° 46' 29" W at a distance of 979.50 feet, pass a 3/4" iron pipe found, continue on, for a total distance of 1019.50 feet to the center of Little Wickson Creek, same being the south corner of the 193.592 acre tract;

THENCE along the center meanders of Little Wickson Creek, same being the southerly line of the beforementioned 193.592 acre tract and being the northerly line of the beforementioned 76 acre tract and the Rizzo - called 100 acre (net) tract, Volume 2557, Page 130, of the Official Records of Brazos County, Texas, as follows:

N 79° 49' 46" W for a distance of 57.50 feet,
S 59° 50' 14" W for a distance of 94.00 feet,

N 75° 09' 46" W for a distance of 84.50 feet,
N 55° 19' 46" W for a distance of 56.00 feet,
N 52° 19' 46" W for a distance of 53.50 feet,
N 16° 29' 46" W for a distance of 69.50 feet,
N 00° 30' 14" E for a distance of 31.50 feet,
N 26° 20' 14" E for a distance of 127.50 feet,
N 37° 20' 14" E for a distance of 22.00 feet,
N 02° 09' 46" W for a distance of 30.50 feet,
N 27° 49' 46" W for a distance of 57.00 feet,
N 12° 39' 46" W for a distance of 26.50 feet,
N 21° 10' 14" E for a distance of 47.50 feet,
N 06° 00' 14" E for a distance of 37.00 feet,
N 23° 59' 46" W for a distance of 57.00 feet,
N 59° 09' 46" W for a distance of 90.00 feet,
S 71° 20' 14" W for a distance of 71.00 feet,
N 76° 49' 46" W for a distance of 26.50 feet,
N 42° 19' 46" W for a distance of 37.00 feet,
N 52° 39' 46" W for a distance of 61.00 feet,
N 64° 39' 46" W for a distance of 45.50 feet,
S 59° 30' 14" W for a distance of 27.50 feet,
S 39° 40' 14" W for a distance of 77.00 feet,
S 46° 10' 14" W for a distance of 118.00 feet,
S 19° 10' 14" W for a distance of 54.00 feet,
S 11° 09' 46" E for a distance of 84.00 feet,
S 25° 40' 14" W for a distance of 60.50 feet,
S 75° 10' 14" W for a distance of 50.00 feet,
N 70° 29' 46" W for a distance of 31.50 feet,
N 35° 59' 46" W for a distance of 42.00 feet,
N 76° 59' 46" W for a distance of 193.00 feet,
S 80° 30' 14" W for a distance of 47.50 feet,
S 70° 30' 14" W for a distance of 73.00 feet,
S 61° 00' 14" W for a distance of 39.00 feet,
S 81° 20' 14" W for a distance of 56.50 feet,
S 76° 20' 14" W for a distance of 66.50 feet,
S 01° 50' 14" W for a distance of 63.50 feet,
S 47° 40' 14" W for a distance of 44.00 feet,
S 69° 10' 14" W for a distance of 28.00 feet,
S 59° 20' 14" W for a distance of 62.00 feet,
N 73° 39' 46" W for a distance of 48.00 feet,
N 32° 39' 46" W for a distance of 103.00 feet,
N 70° 39' 46" W for a distance of 58.50 feet,
S 89° 30' 14" W for a distance of 131.00 feet,

S 80° 50' 14" W for a distance of 88.00 feet,
S 61° 40' 14" W for a distance of 66.50 feet,
N 86° 49' 46" W for a distance of 50.00 feet,
S 53° 30' 14" W for a distance of 83.00 feet,
S 23° 10' 14" W for a distance of 68.00 feet,
S 09° 50' 14" W for a distance of 103.00 feet,
S 32° 00' 14" W for a distance of 21.50 feet,
S 09° 10' 14" W for a distance of 76.00 feet,
S 08° 39' 46" E for a distance of 81.50 feet,
S 01° 29' 46" E for a distance of 97.00 feet,
S 35° 59' 46" E for a distance of 82.00 feet,
S 35° 29' 46" E for a distance of 54.00 feet,
S 18° 59' 46" E for a distance of 44.00 feet,
S 06° 09' 46" E for a distance of 46.50 feet,
S 18° 20' 14" W for a distance of 34.00 feet,
S 16° 19' 46" E for a distance of 37.50 feet,
S 75° 30' 14" W for a distance of 41.00 feet,
S 89° 10' 14" W for a distance of 51.50 feet,
N 85° 39' 46" W for a distance of 71.50 feet,
N 64° 49' 46" W for a distance of 46.00 feet,
S 82° 50' 14" W for a distance of 89.00 feet,
S 73° 20' 14" W for a distance of 68.50 feet,
N 85° 29' 46" W for a distance of 43.00 feet,
N 69° 29' 46" W for a distance of 51.00 feet,
N 56° 29' 46" W for a distance of 68.50 feet,
S 89° 30' 14" W for a distance of 75.50 feet,
N 74° 39' 46" W for a distance of 179.50 feet,
S 88° 12' 04" W for a distance of 27.76 feet to the intersection of the south fork of Little Wickson Creek with the north fork of Little Wickson Creek, same being the northeast corner of Dilly Shaw Estates according to the plat recorded in Volume 5280, Page 269, of the Official Records of Brazos County, Texas;

THENCE along the center meanders of the north fork of Little Wickson Creek as defined on the beforementioned plat of Dilly Shaw Estates, as follows:

N 78° 42' 41" W for a distance of 86.49 feet,
N 33° 27' 48" W for a distance of 87.13 feet,
N 84° 45' 57" W for a distance of 49.18 feet,
S 30° 57' 50" W for a distance of 93.96 feet,
S 02° 46' 50" W for a distance of 96.59 feet,
S 37° 06' 58" W for a distance of 95.60 feet,
S 02° 04' 06" E for a distance of 80.17 feet,

S 76° 09' 26" W for a distance of 37.14 feet,
N 52° 47' 26" W for a distance of 139.51 feet,
N 03° 15' 09" E for a distance of 165.67 feet,
N 34° 51' 23" W for a distance of 105.85 feet,
N 16° 35' 21" E for a distance of 28.60 feet,
N 25° 58' 34" W for a distance of 69.70 feet,
N 60° 51' 20" W for a distance of 28.83 feet,
S 75° 01' 51" W for a distance of 61.99 feet,
N 33° 47' 35" W for a distance of 24.95 feet,
S 50° 51' 43" W for a distance of 30.13 feet,
N 89° 41' 52" W for a distance of 81.59 feet,
N 48° 08' 49" W for a distance of 35.75 feet,
N 72° 49' 39" W for a distance of 131.82 feet,
N 29° 10' 45" E for a distance of 109.18 feet,
N 32° 34' 04" W for a distance of 28.33 feet,
N 56° 32' 08" W for a distance of 101.30 feet,
N 11° 37' 36" W for a distance of 91.68 feet,
N 33° 16' 36" W for a distance of 57.38 feet,
N 05° 01' 59" E for a distance of 74.85 feet,
N 50° 38' 34" E for a distance of 56.18 feet;

THENCE along the center meanders of Little Wickson Creek (north fork) as located in November 2008, as follows:

N 15° 30' 28" W for a distance of 82.66 feet,
N 05° 54' 12" E for a distance of 16.68 feet,
N 09° 29' 59" W for a distance of 25.15 feet,
N 46° 26' 32" W for a distance of 19.45 feet,
S 81° 09' 17" W for a distance of 16.17 feet,
S 56° 41' 48" W for a distance of 11.50 feet,
S 69° 39' 42" W for a distance of 50.98 feet,
S 63° 03' 38" W for a distance of 10.78 feet,
S 43° 28' 38" W for a distance of 16.82 feet;

THENCE along the center meanders of the north fork of Little Wickson Creek, as defined on the beforementioned plat of Dilly Shaw Estates, as follows:

S 05° 14' 51" W for a distance of 120.25 feet,
S 19° 42' 01" W for a distance of 64.69 feet,
S 84° 06' 58" W for a distance of 48.02 feet,
N 57° 13' 25" W for a distance of 27.26 feet,
N 89° 27' 24" W for a distance of 89.54 feet,

S 74° 35' 58" W for a distance of 65.14 feet,
N 45° 56' 49" W for a distance of 62.87 feet,
N 77° 38' 03" W for a distance of 27.12 feet,
N 00° 51' 20" E for a distance of 178.96 feet,
N 32° 38' 47" E for a distance of 134.49 feet,
N 12° 40' 42" W for a distance of 49.27 feet,
N 21° 37' 39" W for a distance of 34.35 feet,
N 11° 34' 30" E for a distance of 33.10 feet;

THENCE along the center meanders of Little Wickson Creek (north fork) as located November 2008, as follows:

N 18° 49' 22" W for a distance of 29.13 feet,
N 43° 31' 37" W for a distance of 15.23 feet,
N 55° 12' 20" W for a distance of 25.46 feet,
S 86° 50' 20" W for a distance of 17.95 feet,
S 65° 07' 45" W for a distance of 35.50 feet,
S 73° 59' 01" W for a distance of 49.83 feet,
S 68° 46' 05" W for a distance of 31.46 feet,
S 59° 40' 20" W for a distance of 43.56 feet,
S 65° 18' 11" W for a distance of 49.23 feet,
N 87° 02' 27" W for a distance of 42.33 feet;

THENCE along the center meanders of the north fork of Little Wickson Creek as defined on the beforementioned plat of Dilly Shaw Estates, as follows:

N 61° 16' 58" W for a distance of 37.11 feet,
S 85° 37' 25" W for a distance of 21.19 feet,
N 35° 18' 42" W for a distance of 16.54 feet,
S 81° 30' 50" W for a distance of 47.30 feet to the northwest corner of the Dilly Shaw Estates, same being the east or northeast corner of the New Bethlehem Baptist Church - called 1-1/2 acre tract described in Volume 81, Page 577, of the Deed Records of Brazos County, Texas;

THENCE continuing along the center meanders of the north fork of Little Wickson Creek, same being the westerly south lines of the beforementioned 193.592 acre tract and being the northerly line of the beforementioned 1-1/2 acre tract, as follows:

N 88° 48' 05" W for a distance of 65.36 feet,
N 67° 59' 46" W for a distance of 71.00 feet,
S 74° 30' 14" W for a distance of 25.50 feet,
S 85° 22' 45" W for a distance of 24.94 feet,
S 72° 30' 09" W for a distance of 11.12 feet,

N 84° 39' 06" W for a distance of 23.58 feet,
N 88° 01' 56" W for a distance of 30.39 feet,
N 32° 41' 34" W for a distance of 30.54 feet,
N 54° 37' 01" W for a distance of 16.65 feet to the occupied west corner of the 193.592 acre tract in the existing east line of the Dilly Shaw Tap Road, from which a 1/2" iron rod found at the intersection of the east line of Dilly Shaw Tap Road with the north right-of-way line of Riata Court, as platted in said Dilly Shaw Estates bears S 21° 38' 26" W - 577.61 feet;

THENCE along the easterly line of Dilly Shaw Tap Road, adjacent to a fence, as follows:

N 10° 54' 12" E for a distance of 430.20 feet to a 5/8" iron rod found (with cap),
N 16° 03' 57" E for a distance of 75.28 feet to the PLACE OF BEGINNING, containing 237.26 acres of land, more or less.

EXHIBIT "B"

Legal Description - 21.11 Acre Tract

Field notes of a 21.11 acre tract or parcel of land, lying and being situated in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of the called 237.26 acre tract described in the deed from Ben T. Mahoney to Alton E. Ofczarzak, II, as recorded in Volume 8901, Page 113, of the Official Records of Brazos County, Texas, and said 21.11 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found in the east line of Dilly Shaw Tap Road (County Road) marking the northwest corner of the beforementioned 237.26 acre tract;

THENCE S 45° 00' 00" E along the westerly northeast line of the beforementioned 237.26 acre tract, at a distance of 10.97 feet, pass the west corner of Lot 1, Block 2 - Fawn Lake Estates - Replat of Replat according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, from which a ½" iron rod found bears N 27° 19' 09" W - 0.26 feet, continue on along the common line between the 237.26 acre tract and Fawn Lake Estates Replat, at a distance of 124.7 feet, a 12" post oak tree fence corner bears southwest - 1.2 feet, continue on, adjacent to a fence, for a total distance of 516.80 feet to a ½" iron rod found marking the south corner of Lot 1, Block 2;

THENCE N 45° 15' 00" E along the southeast line of the beforementioned Lot 1, Block 2, Fawn Lake Estates Replat for a distance of 7.63 feet to the west corner of the William Zimmerman - called 6.00 acre - Tract 1 (out of 237.26 acre tract) described in Volume 3969, Page 234, of the Official Records of Brazos County, Texas, same being at the beginning of a curve, concave to the northeast, having a radius of 222.76 feet, from which a ½" iron rod found (bent) bears N 69° 32' 57" W - 0.15 feet;

THENCE along the southerly and southwesterly lines of the beforementioned 6.00 acre tract, same being the northerly lines of the beforementioned 237.26 acre tract, adjacent to, south of and north of a fence line, as follows:

Easterly along said curve, for an arc length of 82.92 feet to a ½" iron rod found at the end of this curve, the chord bears S 70° 50' 08" E - 82.44 feet,
S 81° 29' 59" E for a distance of 362.88 feet to a ½" iron rod found marking at the beginning of a curve, concave to the southwest, having a radius of 494.26 feet,
Southeasterly along said curve, for an arc length of 262.69 feet to a ½" iron rod found at the end of this curve, the chord bears S 66° 16' 26" E - 259.61 feet,
S 51° 02' 53" E for a distance of 142.12 feet to a ½" iron rod found at an 8" creosote post fence corner marking the south corner of the 6.00 acre tract and an interior ell corner of the 237.26 acre tract;

THENCE N 45° 00' 00" E along the southeast line of the beforementioned William Zimmerman - 6.00 acre tract and the southeast line of the Francis Patricia Zimmerman - 6.00 acre - Tract 2 described in said 3969/234, same being a northwest line of the beforementioned 237.26 acre tract, adjacent to and southeast of a fence, for a distance of 563.70 feet to a ½" iron rod found marking the east corner of the 6.00 acre - Tract 2 in the southwest line of Lot 6B, Block 2, of the beforementioned Fawn Lake Estates Replat, and being a north corner of the 237.26 acre tract, from which an 8" creosote post fence corner bears N 52° 02' 18" W - 35.5 feet;

THENCE S 45° 00' 00" E along the southwest line of Lots 6B, 7A and 8, Block 2, of the beforementioned Fawn Lake Estates Replat, same being a northeast line of the beforementioned 237.26 acre tract, adjacent to a fence, for a distance of 485.52 feet to a ½" iron rod found marking the south corner of said Lot 8, same being an interior ell corner of the 237.26 acre tract, from which a ½" iron rod found bears N 44° 45' 55" W - 28.60 feet and a 30" post oak tree fence corner bears N 38° 11' 56" W - 29.5 feet, and a 24" dead tree fence corner bears N 46° 24' 11" E - 28.2 feet;

THENCE S 45° 00' 00" W across the beforementioned 237.26 acre tract and along the northwest line of Tract 17 - 18.05 acres, at a distance of 996.42 feet, pass a ½" iron rod set for reference, continue on, for a total distance of 1096.42 feet to the southwest line of the 237.26 acre tract in the center of the north fork of Little Wickson Creek;

THENCE along the center meanders of the north fork of Little Wickson Creek, same being the common line between the beforementioned 237.26 acre tract and Dilly Shaw Estates (Subd.) according to the plat recorded in Volume 5280, Page 269, of the Official Records of Brazos County, Texas, and the New Bethlehem Baptist Church - called 1½ acre tract described in Volume 81, Page 577, of the Deed Records of Brazos County, Texas, as follows:

N 72° 49' 39" W for a distance of 102.51 feet,
N 29° 10' 45" E for a distance of 109.18 feet,
N 32° 34' 04" W for a distance of 28.33 feet,
N 56° 32' 08" W for a distance of 101.30 feet,
N 11° 37' 36" W for a distance of 91.68 feet,
N 33° 16' 36" W for a distance of 57.38 feet,
N 05° 01' 59" E for a distance of 74.85 feet,
N 50° 38' 34" E for a distance of 56.18 feet,
N 15° 30' 28" W for a distance of 82.66 feet,
N 05° 54' 12" E for a distance of 16.68 feet,
N 09° 29' 59" W for a distance of 25.15 feet,
N 46° 26' 32" W for a distance of 19.45 feet,
S 81° 09' 17" W for a distance of 16.17 feet,
S 56° 41' 48" W for a distance of 11.50 feet,
S 69° 39' 42" W for a distance of 50.98 feet,
S 63° 03' 38" W for a distance of 10.78 feet,

S 43° 28' 38" W for a distance of 16.82 feet,
 S 05° 14' 51" W for a distance of 120.25 feet,
 S 19° 42' 01" W for a distance of 64.69 feet,
 S 84° 06' 58" W for a distance of 48.02 feet,
 N 57° 13' 25" W for a distance of 27.26 feet,
 N 89° 27' 24" W for a distance of 89.54 feet,
 S 74° 35' 58" W for a distance of 65.14 feet,
 N 45° 56' 49" W for a distance of 62.87 feet,
 N 77° 38' 03" W for a distance of 27.12 feet,
 N 00° 51' 20" E for a distance of 178.96 feet,
 N 32° 38' 47" E for a distance of 134.49 feet,
 N 12° 40' 42" W for a distance of 49.27 feet,
 N 21° 37' 39" W for a distance of 34.35 feet,
 N 11° 34' 30" E for a distance of 33.10 feet,
 N 18° 49' 22" W for a distance of 29.13 feet,
 N 43° 31' 37" W for a distance of 15.23 feet,
 N 55° 12' 20" W for a distance of 25.46 feet,
 S 86° 50' 20" W for a distance of 17.95 feet,
 S 65° 07' 45" W for a distance of 35.50 feet,
 S 73° 59' 01" W for a distance of 49.83 feet,
 S 68° 46' 05" W for a distance of 31.46 feet,
 S 59° 40' 20" W for a distance of 43.56 feet,
 S 65° 18' 11" W for a distance of 49.23 feet,
 N 87° 02' 27" W for a distance of 42.33 feet,
 N 61° 16' 58" W for a distance of 37.11 feet,
 S 85° 37' 25" W for a distance of 21.19 feet,
 N 35° 18' 42" W for a distance of 16.54 feet,
 S 81° 30' 50" W for a distance of 47.30 feet to the north corner of Dilly Shaw Estates (Subd.),
 same being the east or northeast corner of said New Bethlehem Baptist Church - 1½ acre tract,
 N 88° 48' 05" W for a distance of 65.36 feet,
 N 67° 59' 46" W for a distance of 71.00 feet,
 S 74° 30' 14" W for a distance of 25.50 feet,
 S 85° 22' 45" W for a distance of 24.94 feet,
 S 72° 30' 09" W for a distance of 11.12 feet,
 N 84° 39' 06" W for a distance of 23.58 feet,
 N 88° 01' 56" W for a distance of 30.39 feet,
 N 32° 41' 34" W for a distance of 30.54 feet,
 N 54° 37' 01" W for a distance of 16.65 feet to the occupied west corner of the 237.26 acre tract
 in the existing east line of the Dilly Shaw Tap Road, from which a ½" iron rod found at the
 intersection of the east line of Dilly Shaw Tap Road with the north right-of-way line of Riata Court,
 as platted in said Dilly Shaw Estates bears S 21° 38' 26" W - 577.61 feet;

THENCE along the easterly line of Dilly Shaw Tap Road, adjacent to a fence, as follows:

N 10° 54' 12" E for a distance of 430.20 feet to a 1/2" iron rod found (with cap),

N 16° 03' 57" E for a distance of 75.28 feet to the **PLACE OF BEGINNING**, containing 21.11 acres of land, more or less.