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ADDITIONAL SIGNATURE PAGES

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AGREEMENT REGARDING RECIPROCAL EASEMENT AGREEMENTS

This Agreement Regarding Reciprocal Easement Agreements ("Agreement") is made by and between O'Quinn Land & Cattle Co., Ltd., a Texas limited partnership, and the other parties executing this Agreement as reflected below (collectively the "Users"). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Second Reciprocal Easement Agreement (defined below).

RECITALS:

A. Whereas Peter M. Way, Trustee, and the Estate of Liza Howell, Kent Keith, Brandy Keith, Shawn Keith, Matthew Keith and Baker, Boldt & Gallerano entered into that certain Reciprocal Easement Agreement dated November 23, 1997, recorded in 1378, Page 385, Hays County Official Public Records (the "Initial Reciprocal Easement Agreement"); and

B. Whereas Blanco Ranches Limited Partnership and Blanco Riverbend, Ltd., and the Estate of Liza Howell, Kent Keith and Baker, Boldt & Gallerano entered into that certain Reciprocal Easement Agreement dated May 28, 1998, recorded in Volume 1443, Page 572, Hays County Official Public Records, which Reciprocal Easement Agreement was amended by Amendment to Reciprocal Agreement entered into the 28th day of September, 1998 by Blanco Ranches Limited Partnership and Blanco Riverbend, Ltd., recorded in Volume 1470, Page 56 of the Hays County Official Public Records, (such Reciprocal Easement Agreement, as so amended, the "Second Reciprocal Easement Agreement"); and

C. Whereas, as the result of a merger of Travis Street Land, Ltd. into O'Quinn Land & Cattle Co., Ltd., O'Quinn Land & Cattle Co., Ltd. is the owner of a portion of the Second Party Tract consisting of 324.442 acres as described more particularly on Exhibit "A", attached hereto and incorporated herein by reference (the "Travis Tract"), and O'Quinn Land & Cattle Co., Ltd., in such ownership capacity ("Travis"), desires to grant an easement to the Users at the location and on the terms hereinafter provided, in lieu of the User's easement rights, if any, under the Initial Reciprocal Easement Agreement and the Second Reciprocal Easement Agreement (collectively the "Reciprocal Easement Agreements"), to the extent affecting the Travis Tract; and

D. Whereas the Users are willing to accept such easement from Travis conditioned upon the grant of an easement by O'Quinn Land & Cattle Co., Ltd. as hereinafter set forth; and

E. Whereas O'Quinn Land & Cattle Co., Ltd., in its capacity as owner of the O'Quinn Tract ("O'Quinn"), is executing this Agreement to grant an easement over its 4,924.865 acre tract described more particularly on Exhibit "B", attached hereto and incorporated herein by reference (the "O'Quinn Tract"), at the location and on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of

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which are hereby acknowledged by the parties, Travis, O'Quinn and the Users agree as follows:

1. **Travis Tract Easement.** Travis does hereby grant to the Users a perpetual, non-exclusive vehicular ingress and egress easement over that portion of the tract more fully described by metes and bounds in Exhibit "C" attached hereto and incorporated herein by reference which is located on the Travis Tract (the "**Travis Tract Easement**"); subject to the right of Travis to relocate such easement so long as such relocated easement begins at the same point on the eastern boundary of the Travis Tract and connects to the O'Quinn Tract Easement (as hereinafter defined), and provided the driving surface of the relocated easement is substantially similar to the driving surface of the Travis Tract Easement at the time of the relocation. The expense of relocating the Travis Tract Easement shall be at the sole cost of Travis. The Travis Tract Easement shall be for the use of the Users, and each of their respective tenants, subtenants, licensees, guests, concessionaires, customers, patrons, employees and business invitees, provided however in no event shall any of Kent Keith, Brandi Keith or Matt Keith, each of Hays County, Texas (collectively the "Keiths") ever be entitled to use the Travis Tract Easement.

2. **O'Quinn Tract Easement.**

(a) O'Quinn does hereby grant to the Users a perpetual, non-exclusive vehicular ingress and egress easement over that portion of the tract described more particularly by metes and bounds on Exhibit "C" attached hereto and incorporated herein by reference which is located on the O'Quinn Tract (the "**O'Quinn Tract Easement**"), subject however to the right of O'Quinn to relocate such easement as long as such relocated easement connects to both the Travis Tract Easement and a publicly dedicated road providing access to a bridge over the Blanco River connecting with Flite Acres Road (or any relocation thereof or substitution therefor), and provided the driving surface of the relocated easement is substantially similar to the driving surface of the O'Quinn Tract Easement at the time of the relocation. The expense of relocating the O'Quinn Tract Easement shall be at the sole cost of O'Quinn. The O'Quinn Tract Easement shall be for the use of the Users, and each of their respective tenants, subtenants, licensees, guests, concessionaires, customers, patrons, employees and business invitees, provided however in no event shall any of the Keiths ever be entitled to use the O'Quinn Tract Easement.

(b) By order dated April 17, 2001, the Commissioners Court of Hays County, Texas has agreed to abandon as a public road a portion of the Little Arkansas Road and realign a portion of the Fulton Ranch Road as more particularly described in said order. It is contemplated that O'Quinn may request a further realignment of Fulton Ranch Road in the future (the "Future Realignment"). In the event of such Future Realignment which results in the O'Quinn Tract Easement not having access to the then newly realigned public roadway, the O'Quinn Tract Easement shall be extended to provide such access. The exact location of such extension shall be as determined by O'Quinn in the exercise of his reasonable discretion, and shall be evidenced by a written instrument signed and acknowledged by O'Quinn, containing a field note description of the extension, and recorded in the Official Public Records of Hays County, Texas. Upon the recording of such instrument, which O'Quinn agrees to do prior to or simultaneously with the effective date of the Future

Realignment, the "O'Quinn Tract Easement," as such term is used in this Agreement, shall include such extension. The extension of the O'Quinn Tract Easement as herein provided is subject to further relocation upon the terms set forth in Section 2.(a), above.

3. **Termination of Prior Easements.** Each of the Users, for itself and any subsequent owner of any tract subject to either or both of the Reciprocal Easement Agreements which is owned by the User as of the date of this Agreement, hereby agrees that all easements and other rights granted herein by Travis and O'Quinn shall be in lieu of all easements and other rights, if any, in and to the Travis Tract, which the Users, or their respective successors in title may have under the Reciprocal Easement Agreements. The Users hereby agree that all easements and other rights, if any, which the Users or their respective successors in title may have under the Reciprocal Easement Agreements are hereby terminated and of no further force and effect insofar as such easements and rights pertain to the Travis Tract, but not otherwise.

4. **O'Quinn Rights.** O'Quinn acknowledges that it does not have any rights, as owner of the O'Quinn Tract, to the ingress and egress easements created by the Reciprocal Easement Agreements; provided however that the parties acknowledge the relationship between O'Quinn and Travis, and agree that nothing in this paragraph 4 shall in any way restrict the rights of Travis, and its successor and assigns, under the Reciprocal Easement Agreements.

5. **Repair and Maintenance.** Travis shall repair and maintain at its sole cost and expense the portion of the roadway over the Travis Tract Easement. O'Quinn shall repair and maintain at its sole cost and expense the portion of the roadway over the O'Quinn Tract Easement. The parties to this Agreement agree that the remaining roadway subject to the Reciprocal Access Easements shall be maintained as follows, and the Roadway Maintenance Agreement dated August 3, 1998, recorded in Volume 1443, Page 617 of the Official Public Records of Hays County, Texas, is hereby amended to reflect the following as the manner in which the remaining portion of the Little Arkansas Road shall be repaired and maintained: Those Users owning property in The Lost River Ranches Section One Subdivision, according to the plat recorded in Volume 8, Pages 358-359, of the Plat Records of Hays County, Texas (the "Subdivision"), shall repair and maintain, at their sole cost and expense, the portion of the Little Arkansas Road (as such term is defined in the above described Roadway Maintenance Agreement), located within such Subdivision. That portion of the Little Arkansas Road (as such term is defined in the above described Roadway Maintenance Agreement) within the Subdivision, is also known as "Lost River Road." The balance of the Little Arkansas Road (as such term is defined in the above described Roadway Maintenance Agreement) shall be repaired and maintained at the sole cost and expense of the Primary Users as provided in the above described Roadway Maintenance Agreement.

6. **Restrictions on Access.** O'Quinn and Travis shall each have the right to restrict unauthorized access over their respective easements granted above. Each of O'Quinn and Travis may restrict access by gate and/or cattle guard only. Any gate installed shall be controlled by (a) a combination punched into a machine, plus (b) an electric access card or gate opener; provided either or both of such means of control may have other functionally similar means of control substituted therefor from time to time. There shall not be more than

a total of two (2) gates restricting access over the O'Quinn Tract Easement and the Travis Tract Easement, the initial location of which shall be established by agreement of the fee owner(s) of the Travis Tract and the O'Quinn Tract. Either or both of such gates thereafter may be relocated from time to time on the Travis Tract and O'Quinn Tract with the agreement of all the then fee owners of the Travis Tract and the O'Quinn Tract. All such gates shall coordinate with other gates under the Reciprocal Easement Agreements so as to use the same combination for access, except as may be required to prevent the use of the Travis Tract Easement or the O'Quinn Tract Easement by someone who is not a User, but may have access rights under the Reciprocal Access Easements. Travis and O'Quinn reserve the right to install cattle guards within their respective tracts.

7. **Restrictions on Easements.**

(a) The load limitations over the O'Quinn Tract Easement and the Travis Tract Easement shall not exceed 25,000 pounds per vehicle.

(b) O'Quinn and Travis shall each have the right to establish speed limits of not less than 35 miles per hour over their respective tracts, by posting speed limit signs. Each User shall comply with such posted speed limits.

(c) None of the Users, or their respective tenants, subtenants, licensees, guests, concessionaires, customers, patrons, employees or business invitees shall have the right to use the O'Quinn Tract Easement or the Travis Tract Easement for any purpose other than ingress or egress by vehicle only, and in no event shall any loitering on the O'Quinn Tract Easement or the Travis Tract Easement by any of such persons be permitted. Trespassing off the road located on the O'Quinn Tract Easement and the Travis Tract Easement is expressly prohibited and violators will be prosecuted.

8. **NO HUNTING OR FIREARMS.** THE USERS ARE STRICTLY PROHIBITED FROM HUNTING OR POSSESSING FIREARMS ON THE TRAVIS TRACT EASEMENT OR THE O'QUINN TRACT EASEMENT, EXCEPT THAT FIREARMS MAY BE CARRIED IN THE TRUNK OR BACK SEAT OF A VEHICLE NOT HAVING A TRUNK, BUT ONLY IF SUCH FIREARMS ARE UNLOADED AND IN A GUN CASE.

9. **Indemnities.** Each of the Users shall indemnify and hold O'Quinn and Travis harmless from all claims, damages and expenses, including reasonable attorneys' fees, related to such Users' use of the Travis Tract Easement and/or the O'Quinn Tract Easement, unless such injury is caused by O'Quinn or Travis, or their respective agents, contractors, employees, tenants, invitees or licensees.

10. **Eminent Domain.** Nothing in this Agreement shall be construed to give any User an interest in any award or payment made to O'Quinn or Travis in connection with the exercise of eminent domain or transfer in lieu thereof effecting the O'Quinn Tract or the Travis Tract or give the public or any government any rights in property not obtained from the fee owner of the O'Quinn Tract or the Travis Tract. As between Travis and O'Quinn on

the one hand, and the Users on the other, any award or payment attributable to the Travis Tract or the O'Quinn Tract shall be payable only to the applicable owner in fee thereof.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **No Partnership.** It is expressly understood and agreed that the provisions of this Agreement shall never be deemed or construed to cause the parties to be considered as partners or joint venturers. Each party to this Agreement shall be considered a separate entity, and no party shall have the right to act as agent for another party unless expressly authorized to do so by written instrument signed by the authorizing party.

13. **Binding Effect.** The terms of this Agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns as herein provided. Except as provided to the contrary in this sentence, the Easements granted herein shall be easements appurtenant to any tract subject to either or both of the Reciprocal Easement Agreements which are owned by one or more of the Users as of the date of this Agreement (the "User Tracts"), except that in no event will any Keiths or any property owned by the Keiths ever be entitled to use the Easements granted herein, or have any rights under this Agreement, regardless of whether he or she acquires ownership to any of the User Tracts. Each of the Users represents and warrants that it is the fee owner of the corresponding User Tract or Tracts beside its name on the signature page to this Agreement. All references in this Agreement to Travis shall mean O'Quinn Land & Cattle Co., Ltd. during its ownership of the Travis Tract only and thereafter shall mean the respective owner(s) of the fee estate of the Travis Tract or any part thereof. All references in this Agreement to O'Quinn shall mean O'Quinn Land & Cattle Co., Ltd. during its ownership of the O'Quinn Tract only and thereafter shall mean the respective owner(s) of the fee estate of the O'Quinn Tract or any part thereof. All references in this Agreement to a User shall mean a User during its ownership of a User Tract only and thereafter the respective owner of the fee estate of such User Tract or any part thereof, except that in no event shall any of the Keiths be deemed a User. If any party conveys or assigns through a bona fide transfer any portion of a tract subject to this Agreement, such transferor shall have no further rights under this Agreement as to the portion of the tract so transferred, and shall be relieved from all further liability and obligation hereunder relating to the portion of the property so transferred accruing subsequent to such transfer; provided any such transfer shall not relieve any party from its liability or obligations which have accrued prior to such transfer.

14. **Amendment.** This Agreement may be amended by, and only by, a written agreement executed by each of the parties hereto.

15. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Texas. Any litigation arising hereunder shall take place in Hays County, Texas.

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16. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. This Agreement shall be effective upon recording if signed by O'Quinn, Travis and any Users, regardless of the number of such Users signing; and this Agreement shall not require execution by all parties having rights under the Reciprocal Easement Agreements in order to be effective as between the parties so executing this Agreement.

Executed on the dates indicated below to be effective as of 10-15, 2002.

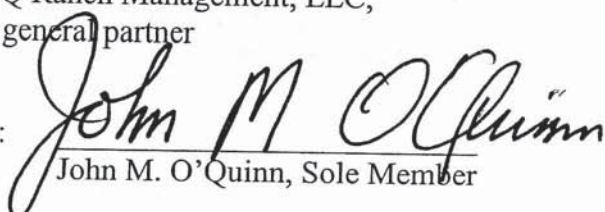
O'QUINN:

Date: 10-12-02

O'QUINN LAND & CATTLE CO., LTD., a Texas limited partnership, as owner of the O'Quinn Tract

By: JOQ Ranch Management, LLC,
its general partner

By:


John M. O'Quinn, Sole Member


TRAVIS:

Date: 10-12-02

O'QUINN LAND & CATTLE CO., LTD., a Texas limited partnership, as owner of the Travis Tract

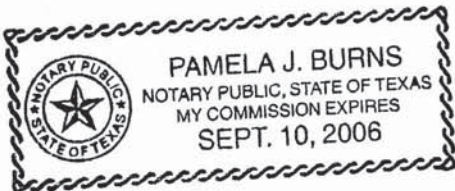
By: JOQ Ranch Management, LLC,
its general partner

By:


John M. O'Quinn, Sole Member

The State of TEXAS §
County of HARRIS §

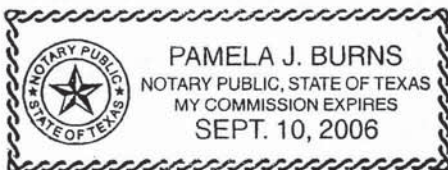
This instrument was acknowledged before me on John M. O'Quinn 2002, by John M. O'Quinn, Sole Member of JOQ Ranch Management, LLC, general partner of O'Quinn Land & Cattle Co., Ltd., a Texas limited partnership and on behalf of said partnership, in its capacity as owner of the O'Quinn Tract.



Pamela J. Burns
Notary Public—State of TEXAS
Printed Name: PAMELA J. BURNS
My commission expires: 9-10-2006

The State of TEXAS §
County of HARRIS §

This instrument was acknowledged before me on John M. O'Quinn 2002, by John M. O'Quinn, Sole Member of JOQ Ranch Management, LLC, general partner of O'Quinn Land & Cattle Co., Ltd., a Texas limited partnership and on behalf of said partnership, in its capacity as owner of the Travis Tract.



Pamela J. Burns
Notary Public—State of TEXAS
Printed Name: PAMELA J. BURNS
My commission expires: 9-10-2006

JAMES E. GARON & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

2312 Western Trails Blvd., D-404; Austin, Texas 78745; 512-707-8067 fax 512-707-1648
1000 Chestnut Street; Bastrop, Texas 78002; 512-303-4165 fax 512-321-2107

LEGAL DESCRIPTION: BEING 324.442 ACRES OF LAND LYING IN AND SITUATED OUT OF THE WILLIAM GRAY SURVEY NO. 73, A-182 IN HAYS COUNTY, TEXAS AND BEING THE REMAINDER PORTION OF THAT CALLED 640 ACRE TRACT OF LAND CONVEYED TO JOHN HOWELL ET AL BY DEED RECORDED IN VOLUME 79, PAGE 172 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 324.442 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JULY, 1998:

BEGINNING at an iron rod found on the southerly bank of the Blanco River for the northwest corner hereof and said William Gray Survey;

THENCE along the south bank of the Blanco River and north line hereof and said William Gray Survey:

1. North 48°29'39" East a distance of 37.22 feet;
2. North 69°58'54" East a distance of 485.07 feet;
3. North 69°24'37" East a distance of 113.81 feet;
4. North 87°31'18" East a distance of 167.71 feet;
5. South 58°42'39" East a distance of 174.94 feet;
6. South 50°40'24" East a distance of 646.62 feet;
7. South 58°30'48" East a distance of 613.30 feet to a point at the intersection of Sycamore Creek with the Blanco River;

THENCE South 1°34'54" East a distance of 1516.76 feet to a calculated point on the center of a 60' reciprocal roadway easement conveyed by deed recorded in Volume 1376, Page 385 of said deed records;

THENCE along said roadway easement:

1. North 58°33'16" East a distance of 110.99 feet;
2. South 71°32'36" East a distance of 185.25 feet;
3. South 39°12'42" East a distance of 247.87 feet;
4. South 72°9'03" East a distance of 176.83 feet;
5. North 88°15'34" East a distance of 48.52 feet;

EXHIBIT "A"

Recorder's Note:
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THENCE South 0°50'08" East a distance of 3880.80 feet to an Iron rod set for the southeast corner hereof and lying on the north line of that certain called 90 acre tract conveyed to Glenn Keith et al by deed recorded in Volume 283, Page 79 of said deed records;

THENCE South 89°9'52" West a distance of 2474.70 feet along the south line hereof and north line of said 90 acre tract to an Iron rod set for corner on the west line of said 640 acre tract and William Gray Survey;

THENCE along the west line hereof and east line of that certain 4924.8650 acre tract conveyed to McCoy Land and Cattle Company by deed recorded in Volume 826, Page 184 of said deed records:

1. North 1°12'09" West a distance of 828.77 feet to a fence post found for angle point;
2. North 1°35'13" West a distance of 3261.21 feet to an Iron rod found for angle point;
3. North 1°15'31" East a distance of 31.67 feet to an Iron rod found for angle point;
4. North 1°9'31" West a distance of 304.06 feet to an Iron rod found for angle point;
5. North 1°9'31" West a distance of 491.81 feet to an Iron rod found for angle point;
6. North 1°29'15" West a distance of 478.89 feet to an Iron rod found for angle point;
7. North 1°29'15" West a distance of 13.17 feet to an Iron rod found for angle point;
8. North 1°28'52" West a distance of 49.82 feet to an Iron rod found for angle point;
9. North 1°8'08" West a distance of 175.66 feet to an Iron rod found for angle point;
10. North 1°12'43" West a distance of 291.81 feet to an Iron rod found for angle point;
11. North 8°25'47" West a distance of 179.59 feet to an Iron rod with aluminum cap stamped "Pro-Tech Eng" found for angle point;
12. North 1°59'23" West a distance of 166.48 feet

to the POINT OF BEGINNING and containing 324.442 acres of land, more or less, and as shown on map of survey prepared herewith.

Surveyed by:


James E. Garon
Registered Professional Land Surveyor
Job #278-98

July 22, 1998



Recorder's Note:
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FIELD NOTES
OF

A 4,924.8650 TRACT OF LAND BEING THAT CERTAIN (CALLED 4,956.89) ACRE TRACT OF LAND AS RECORDED IN VOLUME 196 PAGES 413-422 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS AND BEING COMPOSED OF 3,370.7494 ACRES OUT OF THE DAVID WILSON SURVEY, 674.1250 ACRES OUT OF THE BENJAMIN WEED SURVEY, 176.2546 ACRES OUT OF THE DAY LAND AND CATTLE COMPANY SURVEY, 590.6000 ACRES OUT OF THE F.W. ROBERTSON SURVEY AND 113.1340 ACRES OUT OF THE H. PANNELL SURVEY OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake set at a fence corner in the Southwesterly fenced right-of-way line of a county road for the most Westerly corner of the R.S. Love Survey of said county;

- THENCE with the fenced boundary line of the tract herein described South $33^{\circ}56'57''$ West a distance of 1615.41 feet to an iron stake found at an angle point;
- THENCE South $31^{\circ}26'15''$ West a distance of 147.27 feet to an iron stake found at a fence corner for the most Southerly corner of the tract herein described;
- THENCE North $74^{\circ}23'17''$ West a distance of 158.14 feet to an iron stake found at an angle point;
- THENCE North $86^{\circ}03'51''$ West a distance of 255.54 feet to an iron stake found at a fence corner;
- THENCE North $31^{\circ}05'37''$ West a distance of 677.47 feet to an iron stake found at an angle point;
- THENCE North $38^{\circ}06'33''$ West a distance of 349.55 feet to an iron stake found at an angle point;
- THENCE North $57^{\circ}42'02''$ West a distance of 409.01 feet to an iron stake found at an angle point;
- THENCE North $71^{\circ}13'25''$ West a distance of 212.85 feet to an iron stake found at a 12 inch cedar for an angle point;
- THENCE North $78^{\circ}25'49''$ West a distance of 116.77 feet to an iron stake found at a 12 inch Live Oak for an angle point;
- THENCE North $67^{\circ}55'11''$ West a distance of 89.62 feet to an iron stake found at a 13 inch cedar at an angle point;
- THENCE North $75^{\circ}00'06''$ West a distance of 137.27 feet to an iron stake found at an angle point;
- THENCE North $50^{\circ}45'24''$ West a distance of 277.89 feet to an iron stake found at a 14 inch Elm stump for an angle point;
- THENCE North $40^{\circ}28'58''$ West a distance of 88.08 feet to an iron stake found at a 8 inch Elm for an angle point;
- THENCE North $32^{\circ}08'01''$ West a distance of 70.05 feet to an iron stake found at an 11 inch cedar for an angle point;
- THENCE North $24^{\circ}50'58''$ West a distance of 121.15 feet to an iron stake found at a 12 inch Elm for an angle point;
- THENCE North $18^{\circ}58'02''$ West a distance of 143.34 feet to an iron stake found at a 20 inch dead Elm at an angle point;
- THENCE North $12^{\circ}29'38''$ West a distance of 461.27 feet to an iron stake found at an angle point;
- THENCE North $35^{\circ}55'14''$ West a distance of 354.75 feet to an iron stake found at an angle point;
- THENCE North $55^{\circ}43'32''$ West a distance of 351.87 feet to an iron stake found at an angle point;

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THENCE North 53°13'53" West a distance of 117.69 feet to an iron stake found at an angle point;

THENCE North 56°23'56" West a distance of 219.42 feet to an iron stake found at an angle point;

THENCE North 51°12'55" West a distance of 309.85 feet to an iron stake found at an angle point;

THENCE North 71°57'26" West a distance of 99.83 feet to an iron stake found at an angle point;

THENCE North 21°00'30" West a distance of 151.21 feet to an iron stake found at an angle point;

THENCE North 5°33'14" West a distance of 870.08 feet to an iron stake found at a fence corner;

THENCE North 89°11'32" West a distance of 809.38 feet to an iron stake found at an angle point;

THENCE South 84°26'57" West a distance of 844.84 feet to an iron stake found at an angle point;

THENCE North 77°05'02" West a distance of 534.75 feet to an iron stake found at an angle point;

THENCE North 65°09'38" West a distance of 1021.95 feet to an iron stake found at an angle point;

THENCE North 86°13'18" West a distance of 93.93 feet to an iron stake found at an angle point;

THENCE North 78°50'16" West a distance of 84.51 feet to an iron stake found at an angle point;

THENCE South 56°47'14" West a distance of 120.88 feet to an iron stake found at a fence corner;

THENCE North 81°35'43" West a distance of 217.70 feet to an iron stake found at an angle point;

THENCE North 63°43'47" West a distance of 2186.68 feet to an iron stake found at an angle point;

THENCE North 63°12'56" West a distance of 924.94 feet to an iron stake found at an angle point;

THENCE North 63°50'18" West a distance of 420.52 feet to an iron stake found at an angle point;

THENCE North 62°38'10" West a distance of 1017.94 feet to an iron stake found at an angle point;

THENCE North 64°06'35" West a distance of 1116.63 feet to an iron stake found at a fence corner for the most Westerly corner of the tract herein described;

THENCE North 0°10'29" East a distance of 3921.08 feet to an iron stake found at an angle point;

THENCE North 27°57'28" East a distance of 230.73 feet to an iron stake found at a fence corner;

THENCE North 89°39'47" East a distance of 992.78 feet to an iron stake found at a fence corner;

THENCE North 4°41'34" East a distance of 301.05 feet to an iron stake found at an angle point;

THENCE North 33°14'51" East a distance of 289.35 feet to an iron stake found at an angle point;

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THENCE North 41°49'51" East a distance of 556.79 feet to an iron stake found at an angle point;

THENCE North 27°38'59" East a distance of 694.54 feet to an iron stake found at an angle point;

THENCE North 17°03'34" East a distance of 258.86 feet to an iron stake found at an angle point;

THENCE North 12°25'24" East a distance of 511.82 feet to an iron stake found at an angle point;

THENCE North 15°59'17" West a distance of 328.50 feet to an iron stake found at an angle point;

THENCE North 2°45'25" East a distance of 43.45 feet to an iron stake found at an angle point;

THENCE North 45°59'41" East a distance of 288.79 feet to an iron stake found at an angle point;

THENCE North 83°14'28" East a distance of 275.04 feet to an iron stake found at an angle point;

THENCE North 72°31'04" East a distance of 195.87 feet to an iron stake found at an angle point;

THENCE South 88°38'13" East a distance of 395.16 feet to an iron stake found at an angle point;

THENCE South 19°47'09" East a distance of 298.31 feet to an iron stake found at an angle point;

THENCE South 72°52'46" East a distance of 460.89 feet to an iron stake found at an angle point;

THENCE North 54°04'00" East a distance of 498.75 feet to an iron stake found at an angle point;

THENCE North 73°31'06" East a distance of 234.36 feet to an iron stake found at an angle point;

THENCE North 15°01'04" East a distance of 180.07 feet to an iron stake found at an angle point;

THENCE South 87°54'27" East a distance of 155.55 feet to an iron stake found at an angle point;

THENCE North 17°06'39" East a distance of 118.52 feet to an iron stake found at an angle point;

THENCE North 0°39'52" West a distance of 323.39 feet to an iron stake found at an angle point;

THENCE North 54°49'25" East a distance of 173.32 feet to an iron stake found at an angle point;

THENCE North 39°23'13" East a distance of 87.11 feet to an iron stake found at an angle point;

THENCE North 5°29'47" East a distance of 237.62 feet to an iron stake found at an angle point;

THENCE North 0°53'36" East a distance of 359.85 feet to an iron stake found at an angle point;

THENCE North 12°34'44" East a distance of 68.09 feet to an iron stake found at an angle point;

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EXHIBIT A
Page 3 of 6

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

- THENCE North 29°42'58" East a distance of 115.78 feet to an iron stake found at an angle point;
- THENCE North 14°47'29" West a distance of 106.74 feet to an iron stake found at an angle point;
- THENCE North 32°18'34" West a distance of 135.25 feet to an iron stake found at an angle point;
- THENCE North 37°59'37" West a distance of 428.51 feet to an iron stake found at an angle point;
- THENCE North 37°15'27" West a distance of 414.01 feet to an iron stake found at an angle point;
- THENCE North 0°27'43" East a distance of 1055.22 feet to an iron stake found at an angle point;
- THENCE North 0°24'05" West a distance of 433.99 feet to an iron stake found at an angle point;
- THENCE South 89°35'58" West a distance of 632.27 feet to an iron stake found at an angle point;
- THENCE North 47°11'57" West a distance of 13.45 feet to an iron stake found at an angle point;
- THENCE North 13°10'14" West a distance of 225.37 feet to an iron stake found at an angle point;
- THENCE North 38°03'39" East a distance of 103.58 feet to an iron stake found at an angle point;
- THENCE North 58°16'32" West a distance of 12.53 feet to an iron stake found at a 14 inch Live Oak at an angle point;
- THENCE North 49°53'10" West a distance of 137.98 feet with the extended fence line to a point in the center line of Blanco River;
- THENCE down the center line of said river with its meanders North 30°22'48" East a distance of 672.04 feet to an angle point;
- THENCE North 49°29'30" East a distance of 215.98 feet to an angle point;
- THENCE North 54°46'27" East a distance of 346.34 feet to an angle point;
- THENCE North 66°10'28" East a distance of 499.56 feet to an angle point;
- THENCE North 82°47'31" East a distance of 219.25 feet to an angle point;
- THENCE South 77°30'15" East a distance of 256.14 feet to an angle point;
- THENCE South 68°57'44" East a distance of 201.88 feet to an angle point;
- THENCE South 42°22'50" East a distance of 240.13 feet to an angle point;
- THENCE South 21°40'33" East a distance of 675.10 feet to an angle point;
- THENCE South 53°12'59" East a distance of 1001.06 feet to an angle point;
- THENCE South 82°58'47" East a distance of 338.24 feet to an angle point;
- THENCE North 50°50'28" East a distance of 689.04 feet to an angle point;
- THENCE North 29°00'30" East a distance of 823.16 feet to an angle point;
- THENCE North 60°49'35" East a distance of 201.33 feet to an angle point;
- THENCE North 32°46'45" East a distance of 309.86 feet to an angle point;

ORIGINAL DOCUMENT ILLEGIBLE

- THENCE North 52°14'44" East a distance of 342.11 feet to an extended fence line being the Southeasterly boundary line of a 251.61 acre tract as recorded in Volume 91, Pages 611-613 of the deed records of said county;
- THENCE Leaving said river and with said fenced boundary line North 51°15'28" East a distance of 435.86 feet to an iron stake found at an angle point;
- THENCE North 44°56'54" East a distance of 243.56 feet to an iron stake found at an angle point;
- THENCE North 42°33'00" East a distance of 418.67 feet to an iron stake found at an angle point;
- THENCE North 24°40'15" East a distance of 331.48 feet to an iron stake found at an angle point;
- THENCE North 14°12'31" East a distance of 204.76 feet to an iron stake found at an angle point;
- THENCE North 25°13'43" East a distance of 188.47 feet to an iron stake found at a fence corner for the most Northerly corner of the tract herein described, said iron stake being the most Easterly corner of said 251.61 acre tract;
- THENCE South 89°27'42" East a distance of 1945.57 feet to an iron stake found at an 18 inch cedar at an angle point;
- THENCE South 87°48'54" East a distance of 647.82 feet to an iron stake found at a fence corner;
- THENCE South 22°15'54" East a distance of 111.06 feet to an iron stake found at an 11 inch cedar at an angle point;
- THENCE South 52°18'03" East a distance of 212.67 feet to an iron stake found at an angle point;
- THENCE South 36°01'32" East a distance of 394.49 feet to an iron stake found at an angle point;
- THENCE South 35°56'52" East a distance of 98.92 feet to an iron stake found at an angle point;
- THENCE South 11°38'53" East a distance of 101.39 feet to an iron stake found at an angle point;
- THENCE South 4°43'49" East a distance of 323.16 feet to an iron stake found at an angle point;
- THENCE South 4°03'56" East a distance of 223.42 feet to an iron stake found at an angle point;
- THENCE South 3°40'40" East a distance of 92.76 feet to an iron stake found at an angle point;
- THENCE South 11°36'13" East a distance of 89.54 feet to an iron stake found at an angle point;
- THENCE South 12°41'05" East a distance of 325.79 feet to an iron stake found at an angle point;
- THENCE South 48°10'29" East a distance of 179.39 feet to an iron stake found at an angle point;
- THENCE South 22°06'04" East a distance of 160.08 feet to an iron stake found at an angle point;
- THENCE South 1°59'53" West a distance of 125.34 feet to an iron stake found at an angle point;
- THENCE South 4°10'22" East a distance of 76.41 feet to an iron stake found at an angle point;

RECORDED & INDEXED
ORIGINAL DOCUMENT ILLEGIBLE

- THENCE South $1^{\circ}12'40''$ East a distance of 495.35 feet to a 3 inch iron pipe in the river bed of Blanco River;
- THENCE South $0^{\circ}10'08''$ West a distance of 112.04 feet to an iron stake found at a 10 inch Elm for an angle point;
- THENCE South $1^{\circ}03'39''$ East a distance of 152.88 feet to an iron stake found at an angle point;
- THENCE South $7^{\circ}44'20''$ East a distance of 179.64 feet to an iron stake found at an angle point;
- THENCE South $0^{\circ}20'30''$ East a distance of 1802.80 feet to an iron pipe found set in rock at an angle point;
- THENCE South $3^{\circ}02'22''$ East a distance of 31.68 feet to an iron stake found at an angle point;
- THENCE South $0^{\circ}42'04''$ East a distance of 3262.06 feet to an iron stake found at an angle point;
- THENCE South $0^{\circ}25'11''$ East a distance of 1981.53 feet to an iron stake found at a fence corner;
- THENCE South $89^{\circ}57'03''$ East a distance of 3394.48 feet to an iron stake found at a fence corner;
- THENCE South $45^{\circ}38'50''$ East a distance of 2631.69 feet to an iron stake found at a fence corner for an angle point;
- THENCE South $45^{\circ}11'40''$ East a distance of 274.94 feet to an iron stake found at an angle point;
- THENCE South $45^{\circ}02'37''$ East a distance of 1327.50 feet to an iron stake found at a fence corner for the most Easterly corner of the tract herein described;
- THENCE South $45^{\circ}00'22''$ West a distance of 8989.51 feet to an iron stake found at a fence corner in the Northeasterly fenced right-of-way line of a county road;
- THENCE South $43^{\circ}57'11''$ West a distance of 49.29 feet crossing said county road to an iron stake found in a fence corner in the Southwesterly right-of-way line of said county road;
- THENCE along said right-of-way line as fenced South $45^{\circ}34'28''$ East a distance of 177.76 feet to the point of BEGINNING of the tract herein described.

As surveyed January and February 1984 by Woodrow Cash, Registered Public Surveyor.

Survey, re-checked and monumentation confirmed March 8, 1990 by Woodrow Cash, Registered Professional Land Surveyor, No. 1527.

JAMES E. GARON

REGISTERED PROFESSIONAL
LAND SURVEYOR

Email: jgaronls@swbell.net

PMB 312
7010 Highway 71 West, Suite 340
Austin, Texas 78735
512-288-5877
512-288-4716 fax

Doc Bk Vol Pg
02028277 OPR 2084 210

2532 231

August 10, 2001

LEGAL DESCRIPTION: BEING A STRIP OR PARCEL OF LAND, SIXTY (60) FEET IN WIDTH, LYING IN AND SITUATED OUT OF THE F.W. ROBERTSON SURVEY, THE DAVID WILSON SURVEY AND THE WILLIAM GRAY SURVEY, ALL IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 4,924.865 ACRE TRACT OF LAND CONVEYED TO O'QUINN LAND & CATTLE CO., LTD. BY DEED RECORDED IN DOCUMENT NO. 9927995 AND THAT CERTAIN 324.442 ACRE TRACT OF LAND CONVEYED TO TRAVIS STREET LAND LTD. BY DEED RECORDED IN VOLUME 1647, PAGE 352, ALL OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID STRIP OR PARCEL OF LAND HAVING A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND SURVEYED ON THE GROUND UNDER THE SUPERVISION OF JAMES E. GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN AUGUST, 2001:

BEGINNING at a point on the centerline of a sixty (60) foot reciprocal easement recorded in Volume 1443, Page 572 of said deed records and modified in Volume 1470, Page 407 of said deed records from which the most easterly northeast corner of said 324.442 acre tract bears South 88°15'34" West a distance of 40.00 feet;

THENCE South 0°50'08" East a distance of 3570.92 feet to a point of curvature of a curve to the right;

THENCE a length of 393.23 feet along the arc of said curve to the right having a radius of 250.00 feet and a chord bearing South 44°13'32" West a distance of 353.93 feet to a point of tangency;

THENCE South 89°17'12" West a distance of 818.74 feet to an angle point;

THENCE South 88°17'23" West a distance of 283.47 feet to an angle point;

THENCE South 87°34'37" West a distance of 715.27 feet to an angle point;

THENCE North 88°59'59" West a distance of 475.31 feet to a point of curvature of a curve to the left;

July 8, 2002

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THENCE a length of 36.14 feet along the arc of said curve to the left having a radius of 300.00 feet and a chord bearing South 87°32'58" West a distance of 36.12 feet to a point of tangency;

THENCE South 84°5'54" West a distance of 620.63 feet to a point of curvature of a curve to the left;

THENCE a length of 251.30 feet along the arc of said curve to the left having a radius of 500.00 feet and a chord bearing South 69°42'00" West a distance of 248.67 feet to a point of tangency;

THENCE South 55°18'05" West a distance of 211.83 feet to a point of curvature of a curve to the right;

THENCE a length of 17.41 feet along the arc of said curve to the right having a radius of 75.00 feet and a chord bearing South 61°57'00" West a distance of 17.37 feet to a point of tangency;

THENCE South 68°35'55" West a distance of 2290.44 feet to a point of curvature of a curve to the left;

THENCE a length of 307.97 feet along the arc of said curve to the left having a radius of 1200.00 feet and a chord bearing South 61°14'46" West a distance of 307.13 feet to point of tangency;

THENCE South 53°53'38" West a distance of 273.74 feet to a point of curvature of a curve to the right;

THENCE a length of 705.44 feet along the arc of said curve to the right having a radius of 700.00 feet and a chord bearing South 82°45'51" West a distance of 675.96 feet to a point of tangency;

THENCE North 68°21'56" West a distance of 834.50 feet to a point of curvature of a curve to the left;

THENCE a length of 28.21 feet along the arc of said curve to the left having a radius of 900.00 feet and a chord bearing North 69°15'48" West a distance of 28.21 feet to a point of tangency;

THENCE North 70°9'41" West a distance of 363.99 feet to a point of curvature of a curve to the right;

THENCE a length of 240.37 feet along the arc of said curve to the right having a radius of 450.00 feet and a chord bearing North 54°51'32" West a distance of 237.52 feet to a point of tangency;

THENCE North 39°33'23" West a distance of 374.30 feet to a point of curvature of a curve to the left;

July 8, 2002

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THENCE a length of 26.32 feet along the arc of said curve to the left having a radius of 375.00 feet and a chord bearing North 41°34'03" West a distance of 26.32 feet to a point of tangency;

THENCE North 43°34'43" West a distance of 502.32 feet to a point of curvature of a curve to the left;

THENCE a length of 84.93 feet along the arc of said curve to the left having a radius of 300.00 feet and a chord bearing North 51°41'19" West a distance of 84.65 feet to a point of tangency;

THENCE North 59°47'56" West a distance of 549.61 feet to a point in the approximate center of Fulton Ranch Road, an existing County Road Easement, for the **POINT OF TERMINATION** hereof.

Surveyed by:


James E. Garon
Registered Professional Land Surveyor

Job/james\mccoy\private-road.doc



Doc Bk Vol Pg
02030902 OPR 2100 402

Doc Bk Vol Pg
02028277 OPR 2084 214

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 12, 2002 at 08:58A

Document Number: 02030902

Amount 133.00

By
Lynn Curry
Lee Carlisle, County Clerk
Hays County

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 15, 2002 at 11:23A

Document Number: 02028277

Amount 47.00

By
Lynn Curry
Lee Carlisle, County Clerk
Hays County

Bk Vol Pg
04024941 OPR 2532 235

I, LEE CARLISLE, COUNTY CLERK,
HAYS COUNTY, TEXAS do hereby certify that this
is a true and correct copy as same appears of record
in my office. Witness my hand and seal of office on:



August 23, 2004

LEE CARLISLE
COUNTY CLERK
BY DEPUTY:

Patricia J. Lackey

JAMES E. GARON

REGISTERED PROFESSIONAL
LAND SURVEYOR

Email: jgaron@austin.rr.com

924 Main Street
Bastrop, Texas 78602
512-303-4185
512-321-2107 fax

June 27, 2002

Exhibit "A-2"

FULTON RANCH ROAD - INTERIM ROADWAY (TRACT "B")

LEGAL DESCRIPTION. BEING 2.953 ACRES OF LAND LYING IN AND SITUATED OUT OF THE F.W. ROBERTSON SURVEY IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 4,924.865 ACRE TRACT OF LAND CONVEYED TO O'QUINN LAND & CATTLE CO., LTD. BY DEED RECORDED IN DOCUMENT NO. 9927995 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 2.953 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND SURVEYED ON THE GROUND UNDER THE SUPERVISION OF JAMES E. GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN MARCH, 2002:

BEGINNING at a point for the most southerly point of a 9.682 acre, right-of-way dedication previously described as "Exhibit A-1" "Fulton Ranch Road - Phase One".

THENCE a length of 59.12 feet along the arc of the curving westerly r-o-w line, of said 9.682 acre tract, to the left having a radius of 337.50 feet and a chord bearing North 41°7'29" East a distance of 59.05 feet to a point for corner;

THENCE South 47°30'51" East a distance of 19.32 feet to a point of curvature of a curve to the right;

THENCE a length of 227.60 feet along the arc of said curve to the right having a radius of 192.00 feet and with chord bearing South 13°33'16" East a distance of 214.51 feet to a point of tangency;

THENCE South 20°24'20" West a distance of 558.19 feet to a point of curvature of a curve to the right;

THENCE a length of 197.36 feet along the arc of said curve to the right having a radius of 405.00 feet and with chord bearing South 34°21'56" West a distance of 195.41 feet to a point of tangency,

THENCE South 48°19'32" West a distance of 48.72 feet to a point of curvature of a curve to the left,

THENCE a length of 651.06 feet along the arc of said curve to the left having a radius of 345.00 feet and a chord bearing South 5°44'12" East a distance of 558.66 feet to a point of tangency;

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June 27, 2002

THENCE South 59°47'56" East a distance of 451.27 feet to a point for corner on the approximate centerline of the existing Fulton Ranch Road,

THENCE South 30°12'04" West a distance of 60.00 feet along said line to a point for corner,

THENCE North 59°47'56" West a distance of 451.27 feet to a point of curvature of a curve to the right;

THENCE a length of 764.29 feet along the arc of said curve to the right having a radius of 405.00 feet and a chord bearing North 5°44'12" West a distance of 655.82 feet to a point of tangency;

THENCE North 48°19'32" East a distance of 48.72 feet to a point of curvature of a curve to the left,

THENCE a length of 168.12 feet along the arc of said curve to the left having a radius of 345.00 feet and a chord bearing North 34°21'56" East a distance of 166.46 feet to a point of tangency;

THENCE North 20°24'20" East a distance of 558.19 feet to a point of curvature of a curve to the left,

THENCE a length of 150.37 feet along the arc of said curve to the left having a radius of 132.00 feet and a chord bearing North 12°13'47" West a distance of 142.37 feet to an endpoint;

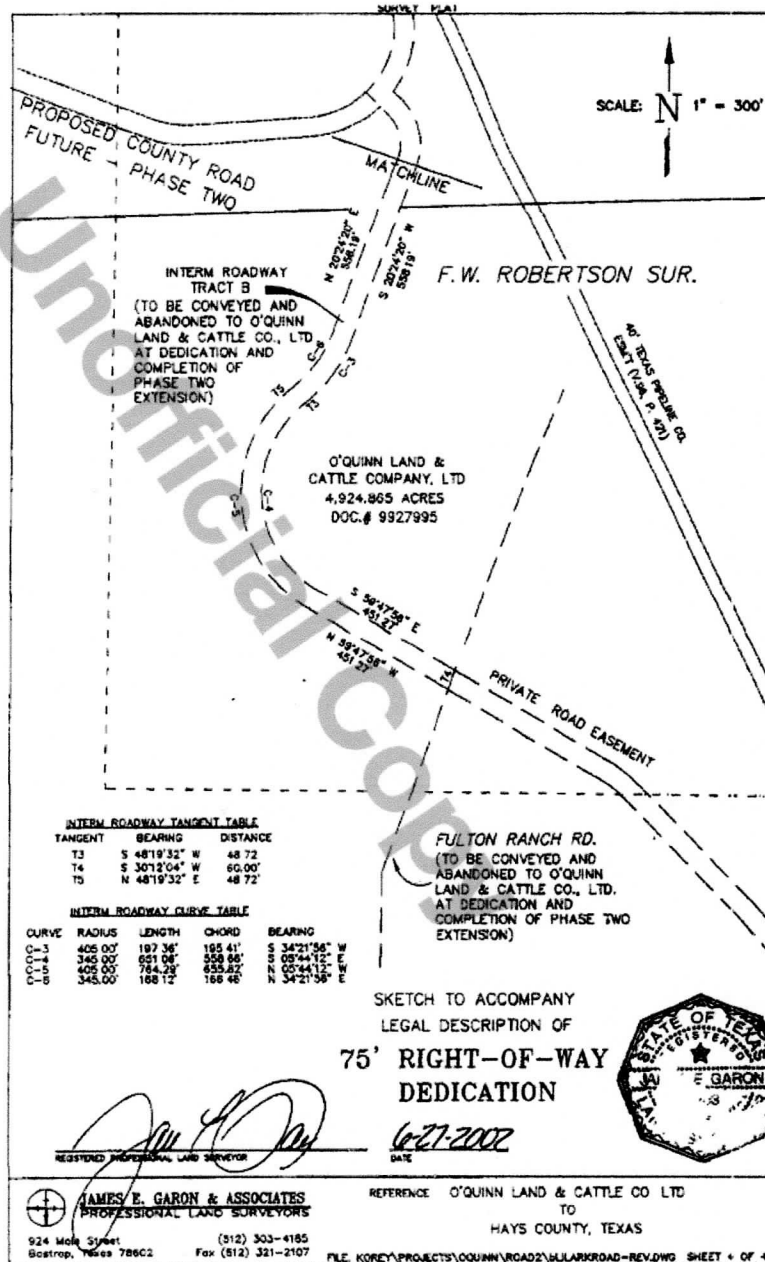
THENCE North 44°51'54" West a distance of 24.04 feet to the POINT OF BEGINNING and containing 2.953 acres of land, more or less and as shown on sketch of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
C:\james\mccoy\interim.doc



Doc 82618759 Bk OPR Vol 2028 Pg 555-A



Filed for Record in:
Hays County
On: AUG 27, 2004 at 03:27P
Document Number: 04024941
Amount: 144.00
Receipt Number - 108444
By:
Lynn Curry, Deputy
Lee Carlisle, County Clerk
Hays County

EXHIBIT "C"-1