

**FARM AND RANCH CONTRACT**

NOTICE: Designed For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.



1. PARTIES: The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. LAND: The land situated in the County (or Counties) of _____

_____, Texas, described as follows: _____

_____, or as described on attached exhibit, also known as _____ (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. IMPROVEMENTS:

(1) FARM AND RANCH IMPROVEMENTS: The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) RESIDENTIAL IMPROVEMENTS: Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES:

(1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) ☐ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☐ irrigation equipment ☐ fuel tanks ☐ submersible pumps ☐ pressure tanks ☐ corrals ☐ gates ☐ chutes ☐ other: _____

(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: _____

F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum .. \$ _____

C. Sales Price (Sum of A and B) \$ _____

D. The Sales Price ☐ will ☐ will not be adjusted based on the survey required by Paragraph 6C.
If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

- ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, or other natural resource lease affecting the Property to which Seller is a party.
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- ☐ D. SURFACE LEASES: "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
- ☐ (1) Seller has delivered to Buyer a copy of all written Surface Leases.
- ☐ (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term: _____.
- ☐ (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): \$_____ as earnest money and \$_____ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$_____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

- (4) The standard printed exception as to marital rights.
(5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
(7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
☐ (2) Within _____ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
☐ (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

<u>Document</u>	<u>Date</u>	<u>Recording Reference</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: _____

G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or

obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☐ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **CERTIFICATE OF MOLD REMEDIATION:** If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.
- (12) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- ☐ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

(Address of Property) _____

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☐ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. SELLER'S DISCLOSURE:

- (1) Seller ☐ is ☐ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☐ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☐ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☐ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☐ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☐ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☐ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☐ is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: _____

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 20_____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

_____**12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ \$ _____ or ☐ _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL REQUIREMENTS:

- A. If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- B. The Agriculture Foreign Investment Disclosure Act (AFIDA) of 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land must disclose such transactions and holdings to the Secretary of Agriculture. Foreign persons must file an FSA-153 in the Farm Service Agency (FSA) Service Center where the land is physically located within 90 days of the date of the transaction. Failure to report is subject to civil penalty up to 25 percent of the fair market value of the land on the date the penalty is assessed. Consult an attorney or tax professional.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: () _____

Phone: () _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| ☐ Third Party Financing Addendum | ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| ☐ Seller Financing Addendum | ☐ Seller's Temporary Residential Lease |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Short Sale Addendum |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Loan Assumption Addendum | ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| ☐ Addendum for Sale of Other Property by Buyer | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for "Back-Up" Contract | ☐ Addendum Regarding Residential Leases |
| ☐ Addendum for Coastal Area Property | ☐ Addendum Regarding Fixture Leases |
| ☐ Addendum for Authorizing Hydrostatic Testing | ☐ Addendum for Section 1031 Exchange |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | ☐ Other (list): _____ |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | |
| ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment | |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 25-16. This form replaces TREC NO. 25-15.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker: _____ Listing Broker: _____
By: _____ By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

Other Broker _____ License No. _____ Listing or Principal Broker _____ License No. _____

Associate's Name _____ License No. _____ Listing Associate's Name _____ License No. _____

Team Name _____ Team Name _____

Associate's Email Address _____ Phone _____ Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____ Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Office Address _____ Phone _____ Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Selling Associate _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

represents ☐ Seller only
☐ Buyer only
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☐ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ _____ or ☐ _____% of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ _____ or ☐ _____% of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Seller _____ Buyer _____

Seller _____ Buyer _____

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

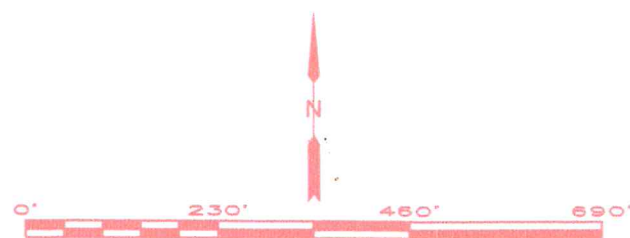
JOSEPH ALRVIS SURVEY NO. 480
ABSTRACT NO. 7 &
HEINRICH ERBE SURVEY NO. 26
ABSTRACT NO. 230
MASON COUNTY, TEXAS
76.06 ACRES OUT OF 96.07 ACRES CONVEYED TO
MATTHEWS M. UNDERWOOD AND DESCRIBED IN A
CORRECTION DEED RECORDED IN VOLUME 183, PAGE 12
MCRPR

JOSEPH ALRVIS SURVEY NO. 480
ABSTRACT NO. 7

HEINRICH ERBE SURVEY NO. 26
ABSTRACT NO. 230

NOTES*

1. PROPERTY SURVEYED WITHOUT BENEFIT OF TITLE EXAMINATION, THEREFORE THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
2. SEE ACCOMPANYING LEGAL DESCRIPTION FOR WITNESS CALLS AND OTHER DETAILS.
3. PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE.
4. IRON RODS SET HAVE PLASTIC CAPS STAMPED RLO 1775.
5. FOR THE WEST TEXAS GAS, INC. PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT, SEE VOLUME 284, PAGE 67 MCOPR; FOR INFORMATION AND EMERGENCY: (800)491-0646 & (325)446-2555.
6. FIBER OPTIC CABLE AND TELEPHONE CABLE ALONG SOUTH AND SOUTHWEST RIGHT-OF-WAY OF HIGHWAY NO. 29.



MCDR MASON COUNTY DEED RECORDS
MCRPR MASON COUNTY REAL PROPERTY RECORDS
MCOPR MASON COUNTY OFFICIAL PROPERTY RECORDS
(---) RECORD DATA

(Special Warranty Deed
Wayne Hoffmann and Johanna Hoffmann
to
Hoffmann Living Trust
Vol. 239/120 MCRPR
November 24, 2009)

Reference Line
(N 02°51' E 891.09')
N 02°13'18" E
890.53'

(S 55°49' E 471.2')
S 56°26'42" E
471.2'

(chd: S 48°30' E 894.48')
chd: S 49°27'42" E
684.48'

CALCULATED POINT

TEXAS STATE HIGHWAY NO. 29
(S 47°31' E 675.4')
S 42°15'07" E
675.4'

FIBER OPTIC CABLE AND TELEPHONE CABLE
LINES BURIED ALONG HIGHWAY RIGHT-OF-WAY

76.06± Acres

(Correction Gift Deed
James W. Underwood and wife Ruby F. Underwood
to
Matthews M. Underwood
Vol. 182/12 MCRPR
November 8, 2003)

ENCROACHING WIRE FENCE

(East)
S 89°40'04" E
1450.49'

WTG GAS TRANSMISSION EASEMENT -- SEE NOTE 5

20.0± Acres

N 00°00'01" W
695.53'

OVER-HEAD LINE

(N 88°07' W)
N 87°50'50" W
560.51'

(N 88°07' W)
N 87°47'54" W
590.11'

ADJOINER LINE
BOUNDARY LINE
FENCE
OVER-HEAD LINE
RIGHT-OF-WAY
APPROXIMATE PATENT SURVEY LINE

I, ROBERT L. OWENS,
A duly Registered Professional Land Surveyor, do certify herewith that this property was surveyed on the ground under my supervision, that there are no other visible encroachments or conflicts than those shown hereon or mentioned in the accompanying legal description and that the boundaries and included acreage are accurate and correct to the best of my knowledge and belief. Use of this survey for any other purpose or by other parties shall be at their own risk and the undersigned surveyor is not responsible to others for any loss or change resulting therefrom.

ROBERT L. OWENS
Registered Professional Land Surveyor # 1775
May 1 2021
P. O.Box 903
Mason, Texas 76856
(325)347-7137



Surveyed for a sale of property from Matt Underwood Job # 2021-374A

(N 71°25' W 1715.0')
N 71°39'51" W
1715.09'

(chd: S 31°41' E 984.73')
chd: S 32°26'33" E
984.39'

(S 69°30' W 268.9')
S 69°26'15" W
266.88'

(West 355.61')
S 85°07'03" W
354.02'

(Special Warranty Deed
Wayne Hoffmann and Johanna Hoffmann
to
Hoffmann Living Trust
Vol. 239/101 MCRPR
November 24, 2008)

⊗ CEDAR FENCE POST
⊙ IRON ROD SET
⊖ PIPE FENCE POST
⊕ CROSS-TIE
Ⓢ TELEPHONE PEDESTAL
14-INCH ELM

PIPELINE EASEMENT AND RIGHT OF WAY AGREEMENT

150507

STATE OF TEXAS

§

PROJECT: VOCA 6"

COUNTY OF MASON

§

§

PO # 20689

That the undersigned, hereinafter called GRANTOR(S) for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS and CONVEYS unto WTG GAS TRANSMISSION COMPANY, whose mailing address is 211 North Colorado, Midland, Texas 79701, its successors and assigns (hereinafter referred to as "GRANTEE") a right-of-way and easement (hereinafter referred to as the "Right-of-Way") to construct, maintain, inspect, operate, replace, repair, protect, change or remove one pipeline and appurtenances above and below ground for the transportation of natural gas and its related components, on, over, across and under the following described land, situated in Mason County, of the state of Texas as shown in the attached Exhibit "A".

The easement shall be fifty feet (50') in width during the period of initial construction. After initial construction has been completed, the easement shall revert to thirty (30') in width and which easement is on and across the above described lands.

The GRANTEE will have all rights and benefits necessary or convenient for the full enjoyment or use of the rights granted, including without limitation: the free right of ingress and egress over and across those lands to and from the Right-of-Way; the right to use roads and over and across those lands; and the right from time to time to cut trees and under growth and remove other obstructions that may injure, endanger or interfere with the use of the pipeline. GRANTOR shall not place any obstruction within the Right-of-Way which could interfere with the normal operation and maintenance of the pipeline. This grant shall apply to any interest presently owned or hereafter acquired by GRANTOR in the Land.

GRANTEE shall bury all pipe a minimum of 48" and pay for any physical damage to fences or other structural improvements located outside the granted Right-of-Way, which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities.

GRANTOR may use and enjoy the Land; however, GRANTOR shall not exercise such use and enjoyment in any manner that impairs or interferes with the exercise by GRANTEE of rights herein granted.

During initial construction of the pipeline, Grantee shall have the right to use additional workspace of one hundred feet by one hundred and fifty feet (100' X 150') along the easement area at the crossing of roads, railroads, pipelines, streams, terraces and uneven terrain.

This grant is a surface easement of servitude only, and does not cover or include any interest in the minerals in, on, and under the Land, and is subject to any and all existing leases and easements or servitudes covering the Land and recorded in the public records.

This grant covers all agreements between the parties concerning the Right-of-Way and no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

Grantee shall restore the surface to a condition as good as or better than the original condition prior to the installation of the pipeline. Grantee shall reseed the Right of Way with a common Bermuda as to ensure good revegetation to control erosion.

TO HAVE AND TO HOLD said Right-of-Way and rights associated therewith unto GRANTEE, its successors and assigns. The terms and conditions of this Agreement bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns and representatives. All rights herein granted may be assigned in whole or in part.

EXECUTED as of and to be effective this the 31 day of March, 2015.

GRANTOR:

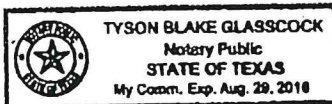
BY:

Matthews M. Underwood
Matthews M. Underwood

ACKNOWLEDGMENT

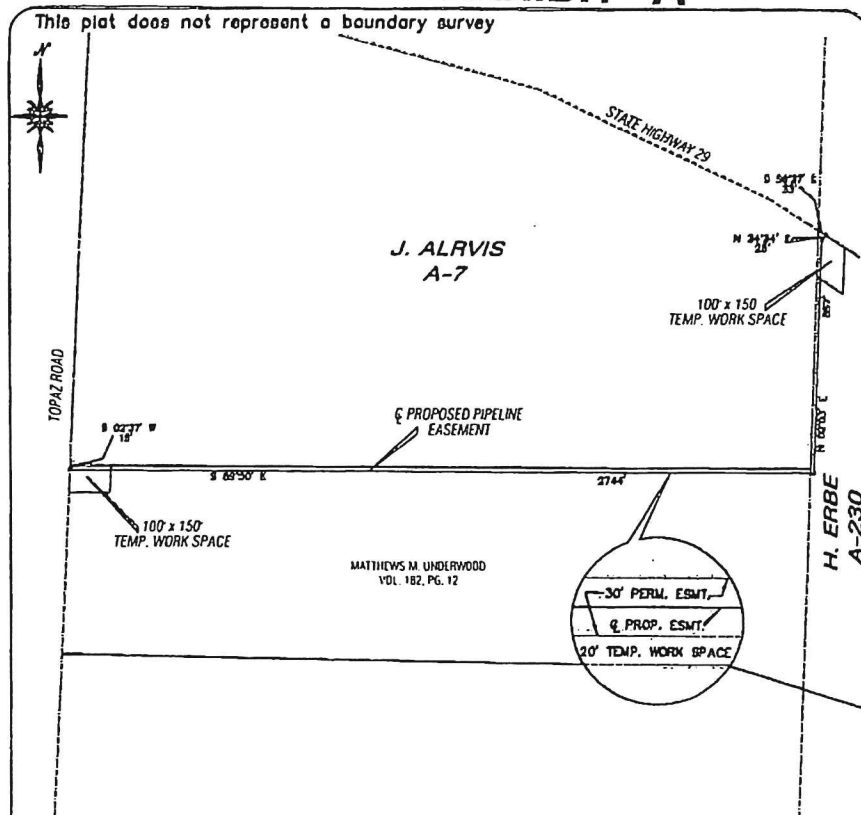
STATE OF TEXAS §
 §
COUNTY OF Crath §

The foregoing instrument was acknowledged before me on the 31 day of March, 2015, by
Matthews M. Underwood



[Signature]
Notary Public in and for the State of Texas

EXHIBIT "A"



PROPOSED PIPELINE EASEMENT
MATTHEWS M. UNDERWOOD TRACT
SURVEYS AS SHOWN
MASON COUNTY, TEXAS
SCALE: 1" = 400'

I, Chris E. Griffith, Registered Professional Land Surveyor, do hereby
certify this plat to be true and correct to the best of my knowledge.
GIVEN UNDER MY HAND AND SEAL this the 6th day of April, 2015.

Chris E. Griffith
Registered Professional Land Surveyor
State of Texas No. 4846



TOTAL FOOTAGE 3636'
220.4 RODS

GRIFFITH SURVEYING COMPANY, LLC
605 AVENUE B - SUITE 115
LONGVIEW, TEXAS 75604
PH (903)295-1560 FAX (903)295-1570

PREPARED
FOR
WTG GAS
TRANSMISSION COMPANY
JOB NO. AFS-005

ATTORNEY

After Recording Return To:
ACFS
PO Box 8004
Longview, TX 75607

FILED
AT 8:05 O'CLOCK A M
ON THE 8 DAY OF July
A.D., 20 15

STATE OF TEXAS
COUNTY OF MASON
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Official Public
Records of Mason County, Texas.



Pam Beam
County Clerk, Mason County, Texas

Pam Beam
COUNTY CLERK, MASON CO., TEXAS
BY *Pam Beam* DEPUTY

VOL. 284 PAGE 67
RECORDED 7-8-2015

EASEMENT & RIGHT OF WAY: JAMES WELDON UNDERWOOD TO GTE SOUTHWEST INC.

GRANTOR: James Weldon Underwood

P.O. Box 145
FORM 98007079 Brady, TX 76825

THE STATE OF TEXAS

COUNTY OF MASON

GRANTEE: GTE TEXAS/NEW MEXICO

P.O. BOX 90252

SAN ANGELO, TX 76906

EXCHANGE MASON 5152

ORDER NO. 7F001AB

960702

KNOW ALL MEN BY THESE PRESENTS:

That James Weldon Underwood

of the County of McCulloch and State aforesaid, for and in consideration of the sum of EIGHT HUNDRED SEVENTY THREE AND NO/100----- Dollars (\$ 873.00) to me in hand paid by GTE Southwest Incorporated, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto GTE Southwest Incorporated, its successors and assigns, an easement twenty (20) feet in width, to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

That certain tract or parcel containing 259.3 acres of land, more or less, situated in Mason County, Texas, being 207.5 acres out of the Joseph Alrvis Survey No. 480, Abstract No. 7, and 51.8 acres out of the Heinrich Erbe Survey No. 26, Abstract No. 230, and being more particularly described in Partition Deed dated January 15, 1992, executed by John J. Underwood et al to James Weldon Underwood, recorded in Volume 110 on Page 53 of the Deed Records of Mason County, Texas.

An easement under, over and across the above described land, and said easement being a strip of land twenty (20) feet in width located adjacent to and parallel with the South property line. Said easement beginning at the east property line and extending in a westerly direction to the west property line for a distance of 2880 feet.

Said easement to be adjacent to the North right-of-way of Highway 29.

Grantee to comply with the request of grantor as specified in ATTACHMENT "A" hereto attached.

Situated in Mason County, State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have been advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 5th day of June, 19 96.

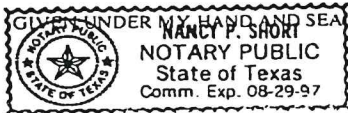
James Weldon Underwood
James Weldon Underwood

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS
 County of McCulloch

BEFORE ME, the undersigned authority, on this day personally appeared James Weldon Underwood

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he
 executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of June, A. D. 19 96
 Notary Public Nancy P. Short County, McCulloch Texas

THE STATE OF TEXAS
 MASON County
 EASEMENT AND
 RIGHT OF WAY
 FROM
 JAMES WELDON UNDERWOOD
 TO
 GTE Southwest Incorporated
 THE STATE OF Texas
 County McCulloch
 I, Beth Ann Langston,
 County Clerk in and for said County, hereby certify that the
 within Conveyance was filed in my office for record on the
15 day of Oct, 19 96.
 at 10:15 o'clock A. M., and duly recorded by me in
 Book _____ of the Deed Records of said
 County, at page _____.
 Given under my hand and seal of office this _____
 day of _____, 19 ____.
 County Clerk _____ County, _____
 by _____ Deputy.

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF _____
 County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that _____
 executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19 _____

Notary Public _____ County, _____

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Mason

That We, E.H. Underwood & C.J. Underwood of Hays County, Texas of Mason county, Texas

consideration of the sum of Twentyfive DOLLARS to us cash in hand paid by WEST TEXAS UTILITIES COMPANY, a private Corporation, the receipt of which is hereby acknowledged, have bargained, sold and conveyed and by these presents do hereby bargain, sell and convey unto the said WEST TEXAS UTILITIES COMPANY, a private corporation, its successors and assigns, an easement and right of way across the following described real estate situated in

Mason County, Texas, with the right to construct, operate, patrol, maintain and repair its transmission line, including a private telephone line along said easement for said purposes, and including necessary poles, and fixtures, and authority for cutting and trimming all trees along the line necessary to keep the wires cleared, and with the right to set the necessary guy and brace poles, and attach to trees and to maintain the needed guy wires, together with the right of ingress and egress across said property for the above named purposes. Said real estate across which said easement is granted being described as follows:

7. being across part of the Joseph Allwis survey No. 480 Abst/ No.

Said Easement along which said line of transmission extends is described as follows:

beginning at a point in the south boundary line of that part of Joseph Allwis survey No. 480 Abst. No. 7 now owned by said Hampton Underwood 1622 feet east of the south west corner.

Thence north 67°-00' west 1255 feet to a point in the north boundary line at a point 547 feet east of the north west corner.

TO HAVE AND TO HOLD the above described easement, rights and privileges unto the said WEST TEXAS UTILITIES COMPANY, its successors and assigns forever so long as same are used for said purposes.

And we hereby warrant unto said WEST TEXAS UTILITIES COMPANY its successors and assigns that we have the title to said property and the right to convey said easement and that we will forever warrant and defend the title to same to the said West Texas Utilities Company, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as said easement is used for said purposes for which it is granted.

Witness our hand this the 25 day of Aug., A. D. 1926

E. H. Underwood
C. J. Underwood

THE STATE OF TEXAS,

COUNTY OF Mason

Before me, the undersigned authority on this day personally appeared E.H. Underwood & C.J. Underwood known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 25 day of Aug., A. D. 19 26

A. R. Binschwald
Notary Public Mason co. Texas.

THE STATE OF TEXAS,

COUNTY OF

Before me, the undersigned authority on this day personally appeared _____ and _____ his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the _____ day of _____, A. D. 19 _____

Mason Switch to Mason
TLN192: 00133
Easement No.: 8
Mason County, TX

ORDER DECLARING CREATION OF DISTRICT: HICKORY UNDERGROUND WATER CONSERVATION
DISTRICT NO. 1 TO THE PUBLIC

ORDER DECLARING CREATION OF DISTRICT

700

THE STATE OF TEXAS §
COUNTY OF McCULLOCH §

On this the 16th day of August, 1982, the Temporary Board of Directors of Hickory Underground Water Conservation District No. 1 convened in regular session open to the public, with W. Owen Parks, J. Mark Martin, and Russell Callan present, C.P. Rockwell and Larry Lehmberg absent.

There being a quorum, there came on to be considered the returns of an election held on the 14th day of August, 1982, for the purpose of confirmation of creation of said District, passage of a maintenance tax and election of five Directors to the Board of Directors of said District, and it appearing that said returns were duly and legally made and that there were cast at said election 1,195 valid and legal votes; that the votes were cast as follows:

PROPOSITION NO. 1: CONFIRMATION OF DISTRICT

	For Confirmation of District	Against Confirmation of District
McCulloch County	640	21
San Saba County	182	12
Concho County	143	11
Mason County	107	12
Menard County	23	3
Kimble County	21	1
Llano County	0	8
City of San Saba	69	5
City of Richland Springs	28	1
City of Brady	379	7
City of Melvin	31	1
City of Eden	125	11

The total votes cast were 1,116 in favor of confirmation of the District and 68 votes against confirmation.

PROPOSITION NO. 2: ELECTION OF DIRECTORS

Precinct 1:	W. Owen Parks	68
	Roy Shahan	1
	Tommy Lee Jones	1
	Jack Miller	1
Precinct 2:	J. Mark Martin	97
	Robert Broyles	2
	Tom Dean	1
	Raymond Barrier, Jr.	1

Precinct 3:	Dewey W. Eckert	158
	Charles Walther	2
	John O. Holloway	1
Precinct 4:	Roy L. Carter	238
	Leland Sutton	1
	J. Ross	1
	R.M. Hall	6
Precinct 5:	Earl W. Behrens	470
	Mike Robinson	2
	John O. Holloway	1
	Larry Henderson	1
	Bill Burns	1
	Lamar Dyess	1
	C.P. Rockwell	2

PROPOSITION NO. 3: MAINTENANCE TAX

For a Maintenance Tax	841
Against a Maintenance Tax	186

IT IS, THEREFORE, FOUND AND DECLARED by the Board of Directors of said District that:

- (1) said election was duly called;
- (2) notice of said election was given in accordance with law and in accordance with the resolution and order calling the election;
- (3) the election was held in accordance with law;
- (4) due return of said election has been made by the proper officers;
- (5) a majority of the qualified voters in each of the counties of McCulloch, San Saba, Concho, Mason, Menard and Kimble in Texas, voting at said election, voted in favor of confirmation of said District;
- (6) a majority of the qualified voters in each of the cities of San Saba, Richland Springs, Brady, Melvin and Eden, Texas, voting at said election, voted in favor of confirmation of said District;
- (7) a majority of the qualified voters residing within the delineated boundaries of said District, voting at said election, voted in favor of confirmation of said District and for passage of the levy of a maintenance tax;
- (8) W. Owen Parks, J. Mark Martin, Dewey W. Eckert, Roy L. Carter, and Earl W. Behrens received the highest number of votes at said election within their respective precincts.

IT IS THEREFORE ORDERED by the temporary Board of Directors of said District that such District is legally organized in the counties of McCulloch, San Saba, Concho, Mason, Menard and Kimble, all in the State of Texas, within the boundaries delineated by Order of the Texas Water Commission dated June 9, 1982, which boundaries are more particularly described in said Order, a certified copy of which shall be recorded in the records of said counties simultaneously with recordation of this Order, LESS, SAVE AND EXCEPT, HOWEVER, any portion so described which is situated in Llano County, Texas, the voters in Llano County having voted against confirmation of the District in such county. The boundaries of said District, less the portion in Llano County, are also described in instruments of record in the office of the county clerks of the following counties, as follows:

<u>County</u>	<u>Volume</u>	<u>Page</u>	<u>Record</u>
McCulloch	1	70	Miscellaneous
San Saba	33	166	Irrigation
Mason	71	501	Deed
Menard	103	99	Deed
Kimble	1	1	Hickory UWCD
Concho	Volume 3 of Water Rights & Permit Records on pages 79-143 of Volume 1 of the Miscellaneous Records.		

Reference to said instruments, the said Order of the Texas Water Commission, the delineation of boundaries therein and the record thereof, is here made for all pertinent purposes as fully as if said delineation of boundaries were copies herein verbatim.

IT IS FURTHER ORDERED that W. Owen Parks, J. Mark Martin, Dewey W. Eckert, Roy L. Carter, and Earl W. Behrens are declared duly elected members of the Board of Directors of said District, subject to taking their oaths and qualifying as provided under the laws of the State of Texas; and that the Board of Directors be and it is hereby in all things authorized, ordered and directed to levy said maintenance tax and to have same assessed and collected.

It is further found and determined that notice of the date, place and subject of this meeting was posted in accordance with the terms and provisions of Art. 6252-17 at least 72 hours preceding the scheduled time of this meeting and that the terms and provisions of said Art. 6252-17 have been complied with.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question being called for, the following members of the Temporary Board voted AYE: W. Owen Parks, J. Mark Martin, Russell Callan, and the following voted NO: None.

PASSED, APPROVED AND ADOPTED this the 16th day of August, 1982.

ATTEST:

[Signature]
Secretary

W. Owen Parks
President, Temporary Board of
Directors of Hickory Underground
Water Conservation District No. 1

APPROVED:

[Signature]
J. Mark Martin, Temporary Director

[Signature]
Russell Callan, Temporary Director

[Signature]
C.P. Rockwell, Temporary Director

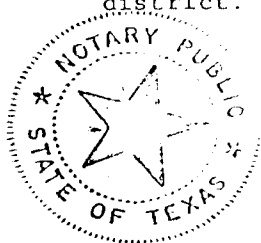
[Signature]
Larry Lehmborg, Temporary Director

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF McCULLOCH

This instrument was acknowledged before me on August 16, 1982, by W. Owen Parks, President, Temporary Board of Directors of Hickory Underground Water Conservation District No. 1, on behalf of said district.



Terry R. Norman
Notary Public in and for the
State of Texas
TERRY R. NORMAN
My commission expires:

MAY 12, 1986

Filed for record the 25th day of October A.D., 1984 at 1:30 o'clock P.M. and
duly recorded this the 25th day of October A.D., 1984 at 2:20 o'clock P.M.

Beatrice Langehennig
Clerk County Court Mason County, Texas

By: Linda Phillips
Linda Phillips, Deputy

ATTACHMENT " A "

WHEN PLACING FIBER CABLE THE GUIDE LINES LISTED BELOW ARE TO BE FOLLOWED.

1. CONTACT PROPERTY OWNER PRIOR TO ENTERING PROPERTY.
2. PLACE GATES AS REQUIRED BY PROPERTY OWNER.
3. CLEAR ALL BRUSH AND TREES FROM 20 FOOT EASEMENT AREA AND FENCE ROW AS REQUIRED BY PROPERTY OWNER. FROM FENCE ROW IS INTENDED TO MEAN LIMBS AND BRUSH WITH IN THE FENCE AND EXTENDING OUT FROM FENCE ON BOTH SIDES AND ABOVE.
4. CUT ALL LIMBS 4" AND LARGER INTO FIRE WOOD AND STACK ON PROPERTY FOR OWNER.
5. CHIP ALL SMALLER LIMBS AND BRUSH.
6. CIRCUMVENT ALL OTHER UTILITIES AS REQUIRED BY PROPERTY OWNER. (HILL COUNTRY TELEPHONE AND PRIVATE OWNED WATER LINES ARE IN THE AREA.)
7. CIRCUMVENT TREES AND OTHER MAN MADE OBJECTS AS REQUIRED BY PROPERTY OWNER.
8. AREAS THAT ARE SUBJECT TO CULTIVATION NEED TO HAVE PULL BOXES PLACED ON STATE ROW OR AS REQUIRED BY PROPERTY OWNER.
9. REMOVE ALL ROCKS 4" AND LARGER FROM PROPERTY AS REQUIRED BY PROPERTY OWNER.
10. RESTORE EASEMENT AREA AND SURROUNDING AREA TO ORIGINAL CONDITION OR BETTER.
11. GRUBE MESQUITE'S WITHIN THE EASEMENT AREA AS REQUIRED BY PROPERTY OWNER.

Filed for record the 15th day of October A.D., 1996 at 10:15 o'clock A.M. and duly recorded this the 16th day of October A.D., 1996 at 8:50 o'clock A.M.

Beatrice Langehennig
Clerk County Court Mason County, Texas

By: Diane Pence
Diane Pence, Deputy

CERTIFIED COPY OF ORDER UPON HEARING & GRANTING PETITION TO CREATE HICKORY
UNDERGROUND WATER CONSERVATION DISTRICT NO.1: HICKORY UNDERGROUND WATER
CONSERVATION DISTRICT NO. 1 TO THE PUBLIC

ORDER UPON HEARING AND GRANTING PETITION
TO CREATE HICKORY UNDERGROUND WATER
CONSERVATION DISTRICT NO. 1

702

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

On this the 9th day of June, 1982, the Texas Water Commission convened at its office in the Stephen F. Austin Building, 1700 North Congress Avenue, Austin, Travis County, Texas, with the following members present, to-wit:

Lee B. M. Biggart, Chairman

John D. Stover, Commissioner

Also present were a large number of citizens from the area to be included within the proposed district and others. The Chairman stated that the meeting had been called for the purpose of hearing and considering the petition heretofore filed with this Commission for the creation of Hickory Underground Water Conservation District No. 1 and that any and all persons present would be given a full opportunity to offer evidence, oral or written, in favor of or against the creation of such District. The Board proceeded to conduct said hearing and to hear all evidence offered by all persons desiring to offer evidence either for or against the creation of said District and various persons did appear and offer evidence. After hearing all of such evidence and after giving every person who desired to be heard an opportunity to present evidence for or against the creation of said District, and after having duly considered all of the evidence, Commissioner Stover introduced an order and moved its adoption. The motion was seconded by Chairman Biggart and carried by the following vote:

IN FAVOR: Two

OPPOSED: None. The Order thus adopted is as follows:

BE IT ORDERED by the Texas Water Commission:

It is hereby found and declared:

1. That on the 29th day of December, 1975, pursuant to Notice and Hearing as required by law, Texas Water Rights Commission duly entered its order designating and defining a subdivision of the underground water reservoir in the Hickory formation in Kimble, Menard, Mason, San Saba, Concho, McCulloch and Llano Counties, Texas, said

subdivision being designated the "Hickory Aquifer Underground Reservoir."

2. That on the 24th day of November, 1981, a petition duly signed by more than fifty (50) persons who are the holders of title to land in the territory hereinafter described, praying for the creation and establishment of Hickory Underground Water Conservation District No. 1 was presented to this Commission; that said petition fully meets requirements of law relating thereto; and that upon due consideration of said petition, the same was, by proper order of this Commission, set down for hearing before this Commission on June 9, 1982 at 10 o'clock A.M. at the Stephen F. Austin Building, 1700 North Congress Avenue, Austin, Travis County, Texas.

3. That the boundaries of said proposed Hickory Underground Water Conservation District No. 1, as described in said petition, are coterminous with the subdivision of the underground water reservoir heretofore established by the Texas Water Rights Commission as hereinabove set forth.

4. That notice of such hearing was given by posting a duplicate original copy of the notice issued by this Commission at the Courthouse door of each of the counties in which any part of the territory described in said petition exists, each of which said notices was posted more than fifteen (15) days prior to the date of such hearing, and by causing such notice to be published once a week for two (2) consecutive weeks in the following newspapers which are of general circulation in the area of the proposed District, to-wit: The Junction Eagle, The Menard News, The Mason County News, The Eden Echo, The Brady Standard-Herald, The San Saba News and Star and the Llano News, and that the first publication in each of said newspapers was made more than twenty (20) days prior to the date of said hearing and that satisfactory evidence of the giving of such notices has been presented to this Commission.

5. That the creation and organization of said District, as prayed for in said petition, is feasible and practicable and would be a benefit to the land and all property included therein and would be a public benefit and utility and that a necessity exists for the creation and organization of such District and that said petition should be in all things granted.

BE IT FURTHER ORDERED by the Texas Water Commission:

I.

That said petition be and the same is hereby in all things granted, and Hickory Underground Water Conservation District No. 1 is hereby created and organized as prayed for in said petition.

II.

Said District is created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapter 52 of the Texas Water Code, Vernon's Texas Civil Statutes, together with all amendments and additions thereto for the following purposes:

(1) to formulate, promulgate and enforce rules and regulations for the purpose of conserving, preserving, protecting and recharging the underground water of the underground water reservoir or subdivision thereof;

(2) to formulate, promulgate and enforce rules and regulations to control subsidence and to prevent waste of the underground water of the underground water reservoir or subdivision thereof.

III.

That in order to carry out its statutory purposes, said District shall have the powers and duties authorized by Article XVI, Section 59 of the Constitution of Texas and Chapter 52 of the Texas Water Code, Vernon's Texas Civil Statutes, together with all amendments and additions thereto.

IV.

Said district shall be composed of the area described in the order of the Texas Water Rights Commission designating and defining said Subdivision No. One of the Hickory Aquifer Underground Reservoir in Texas which includes all or a portion of the Texas Counties of Kimble, Menard, Mason, San Saba, Concho, McCulloch and Llano, the boundaries of said District being described by metes and bounds as follows, to-wit:

Hickory Aquifer Underground Reservoir

Being at the northwest corner of the J. F. Fleming Tract Blk. 950 which is also the northeast corner of the Philip Hohlfeld Tract Blk. 212, which is located in southeast McCulloch County, Texas, and just north of the Mason, McCulloch County line.

Thence south along the west line of the J. F. Fleming Tract Blk. 950 to the southwest corner of the J. F. Fleming Tract in Mason County.

Thence west along the north line of the John Nichols Tract Blk. 196 to the northwest corner of the John Nichols Tract.

Thence south along the west line of the John Nichols Tract Blk. 196 and the T. J. Chaney Tract Blk. 197 to a point, said point being an extension of the south boundary line of the G. W. Davlin Tract Blk. 796.

Thence west along the extension of the south line of the G. W. Davlin Tract to the southeast corner of the said G. W. Davlin Tract Blk. 796.

Thence north along the east line of the G. W. Davlin Tract to the northeast corner of said G. W. Davlin Tract, Blk. 796.

Thence west along the north line of the G. W. Davlin Tract to the northwest corner of said G. W. Davlin Tract, Blk. 796.

Thence south along the west line of the G. W. Davlin Tract Blk. 796 to the northeast corner of the J. S. Jones Tract, Blk. 39.

Thence west along the north line of the J. S. Jones Tract to the northwest corner of said J. S. Jones Tract Blk. 39.

Thence south along the west line of the J. S. Jones Tract to the northeast corner of the Fritz Gunter Tract Blk. 43.

Thence west along the north line of the Fritz Gunter Tract Blk. 43 to the northwest corner of said Blk. 43.

Thence south along the west line of the Fritz Gunter Tract to the southwest corner of said Blk. 43.

Thence west along the north line of the Christain Hagemann Tract Blk. 39 to the northwest corner of said Blk. 39.

Thence south along the west line of said Christain Hagemann Tract to the southwest corner of said Blk. 39.

Thence west along the north line of the Wilhelm Mueller Tract Blk. 38 to the northwest corner of said Wilhelm Mueller Blk. 38.

Thence south along the west line of said Wilhelm Mueller Tract to the southwest corner of said Tract.

Thence west along the north line of Heinrich Brandt Tract Blk. 468 to the northwest corner of said Tract.

Thence south along the west line of the Heinrich Brandt Tract to the southwest corner of said Blk. 468.

Thence continuing south along the east line of the Johann M. Reinarz Tract Blk. 471 to the southeast corner of Blk. 477 of said Reinarz Tract.

Thence continuing south along the west line of the A. E. Schlick Tract Blk. 476 to the most northerly northeast corner of the Deitrich Steffen Tract Blk. 478.

Thence west along the north line of the Deitrich Steffen Tract Blk. 478 to the northwest corner of said Tract.

Thence south along the west line of the Deitrich Steffen Tract to a point in the west line of said Deitrich Steffen Tract, Blk. 478.

Thence west to a point in the east line of Blk. 127.

Thence south to the southeast corner of said Blk. 127.

Thence west along the south line of Blk. 127 to the most easterly northeast corner of the C. Crosby Blk. 6.

Thence south along the east line of the C. Crosby Blk. 6 to the southeast corner of Blk. 6.

Thence west along the north line of the C. Schuler Tract Blk. 476 and the J. J. Schmidt Tract Blk. 471 to the northwest corner of the J. J. Schmidt Tract, Blk. 471.

Thence south along the west line of the J. J. Schmidt Tract to the southwest corner of said J. J. Schmidt Tract, Blk. 471.

Thence west along the north line of the Carl Fortemple Tract Blk. 30 and the Heinrich Hetzel Tract Blk. 479 to the northwest corner of the said Heinrich Hetzel Tract.

Thence south along the west line of the Heinrich Hetzel Tract, Blk. 479 the west line of the Joseph Allwis Tract Blk. 480 to the southwest corner of the Joseph Allwis Tract, Blk. 480.

Thence east along the south line of the Joseph Allwis Tract Blk. 480 to the northeast corner of the H. & G. N. R. R. Co. Tract Blk. 13.

Thence south along the east line of the H. & G. N. R. R. Tract to the southeast corner of said tract.

Thence west along the south line of the H. & G. N. R. R. Tract to the northeast corner of the Christian Gollmer Tract Blk. 11.

Thence south along the east line of the Christian Gollmer Tract Blk. 11 to the southeast corner of said Blk. 11.

Thence west along the south line of the Christian Gollmer Tract Blk. 11 to the southwest corner of Blk. 11.

Thence south along the east line of the G. T. Spruell Tract 7136, and the east lines of George Gintzel Blks. 15 and 17 to the northeast corner of the John Boit Blk. 172.

Thence west along the north line of the John Boit Blk. 172 to the northwest corner of said John Boit Blk. 172.

Thence north along the east line of Blk. 18 to the northeast corner of Blk. 18.

Thence west along the north line of Blk. 18 to its northwest corner.

Thence south along the west line of Blk. 18 and B. F. Boit to the northwest corner of B. F. Boit Blk. 79.

Thence east along the north line of Blk. 79, J. H. Cayler Blk. 137, and the south line of Joseph Mueller Blk. 19 and Blk. 20 to the southeast corner of Blk. 20.

Thence north along the west line of Thomas Murray Blk. 174 to the northwest corner of said Thomas Murray Blk. 174.

Thence east along the north line of Thomas Murray Blk. 174 to the northeast corner of Blk. 174.

Thence north along the east line of Blk. 902 to the northeast corner of Blk. 902.

Thence east along the south line of the Carl Schumann Tract Blk. 491 to the southwest corner of the Carl Schumann Tract Blk. 492.

Thence north along the west line of the Carl Schumann Tract Blk. 492 to the northwest corner of said Tract, Blk. 492.

Thence east along the south line of the Peter Kurzenack Tract Blk. 489 to the southeast corner of said Peter Kurzenack Tract, Blk. 489.

Thence north along the east line of the Peter Kurzenack Tract Blk. 489 to the northeast corner of said Blk. 489.

Thence east along the north line of Chris Kahn Blk. 782 to the southwest corner of G. W. Irwin Blk. 908.

Thence north along the west line of G. W. Irwin Blk. 908 to the northwest corner of G. W. Irwin Blk. 908.

Thence east along the north line of G. W. Irwin Blk. 908 to the northeast corner of Blk. 908.

Thence north along the west line of the W. C. T. Frazier Blk. 761 to the northwest corner of said W. C. T. Frazier Blk. 761.

Thence east along the north line of the W. C. T. Frazier Blk. 761 and the W. A. Cobb Blk. 767 to the northeast corner of the said W. A. Cobb Blk. 767.

Thence south to the northwest corner of the Jacob Marr Blk. 755.

Thence east along the north line of the Jacob Marr Blk. 755 and the Daniel Draub Blk. 74 to the northeast corner of said Blk. 74.

Thence south to the southeast corner of the John F. Torrey and Co. Blk. 49.

Thence in a southwesterly direction along the southeast boundary line of the Thos. H. O. S. Addicks Tract Blk. 81 to a point in the east line of the A. Bohn Blk. 738.

Thence east along the north line of the Elizabeth Rogers Tract Blk. 205 to the northeast corner of said Elizabeth Rogers Blk. 205.

Thence south along the east line of the Elizabeth Rogers Tract Blk. 205 the east line of the John H. Gibson Blk. 5 to the southeast corner of said John H. Gibson Blk. 5.

Thence west along the south line of the John H. Gibson Tract Blk. 5 to the most southerly northeast corner of the Elizabeth Rogers Tract Blk. 205.

Thence south along the most southerly east line of the Elizabeth Rogers Blk. 205 to the most southerly southeast corner of said Elizabeth Rogers Tract Blk. 205.

Thence west along the most southerly south line of the Elizabeth Rogers Tract Blk. 205 to the east corner of the J. Martin Blk. 809.

Thence southwesterly along the southeast boundary line of the J. Martin Blk. 809 to the south corner of the J. Martin Tract Blk. 809.

Thence southeast along the northeast line of the A. Weinheimer Tract Blk. 808 to the east corner of said A. Weinheimer Tract Blk. 808.

Thence in a southwesterly direction along the southeast boundary lines of the A. Weinheimer Tract Blk. 808 and the A. Bohn Tract Blk. 807 to the south corner of the A. Bohn Tract Blk. 807.

Thence in a northwesterly direction along the southwest line of the A. Bohn Tract Blk. 807 to the east corner of the C. F. Merkel Tract Blk. 494.

Thence in a southwesterly direction along the southeast line of the C. F. Merkel Tract Blk. 494 to the south corner of said C. F. Merkel Tract Blk. 494.

Thence northwesterly along the northeast line of the Frank A. Zefferer Tract Blk. 475 to the north corner of the Frank A. Zefferer Tract Blk. 475.

Thence in a southwesterly direction along the northwest line of the Frank A. Zefferer Tract Blk. 475 then crossing the Llano River and the northeast line of the Garcia Montez and Duran Tract Blk. 60 to the southeast corner of said Blk. 60.

Thence in a northwesterly direction along the south line of the Garcia Montez and Duran Tract No. 60 to the northeast corner of the Sam Sharpe Tract Blk. 838.

Thence in a south-southwesterly direction along the east line of the Sam Sharpe Tract Blk. 838 to the southeast corner of said Sam Sharpe Tract Blk. 838.

Thence in a west-northwesterly direction along the south line of the Sam Sharpe Tract Blk. 838 to the southwest corner of the Sam Sharpe Tract Blk. 838.

Thence in a southwesterly direction along the east line of the Eugenia Patterson Tract Blk. 62 to the southeast corner of said Tract.

Thence following the south line of the Eugenia Patterson Tract Blk. 62 in a westerly direction to the southwest corner of said Eugenia Patterson Tract Blk. 62.

Thence south along the east line of the John W. Gamel Tract Blk. 104 to the southeast corner of said John W. Gamel Tract.

Thence west along the north line of the Albino Cabasos Tract Blk. 49 to the northwest corner of said Blk. 49.

Thence south along the west line of the Albino Cabasos Blk. 49 to where it joins the north line of Indianola R. R. Co. Blk. 13.

Thence west along the north line of Indianola R. R. Co. Blk. 13 to the northwest corner of said Blk. 13.

Thence south along the west line of Indianola R. R. Co. Blk. 13 to the southwest corner of said Blk. 13.

Thence west along the south line of the John W. Gamel Tract Blk. 14 to the southwest corner of said John W. Gamel Blk. 14.

Thence in a southwesterly direction along the southeast line of Indianola R. R. Co. Blk. 17, Caroline Smith Blk. 18, Indianola R. R. Co. Blk. 21, C. C. Smith Blk. 22 to the southwest corner of said C. C. Smith Blk. 22 in Kimble County, Texas.

Thence in a northwesterly direction along the southwest line of the C. C. Smith Blk. 22 to the northwest corner of said C. C. Smith Blk. 22.

Thence in a southwesterly direction along the south line of Indianola R. R. Co. Blk. 27 to the southwest corner of said Blk. 27.

Thence in a northwesterly direction along the west line of Indianola R. R. Co. Blk. 27 to its northwest corner.

Thence northeast along the north line of said Indianola R. R. Co. Blk. 27 to the southwest corner of Caroline Smith Blk. 40.

Thence northwesterly along the west line of the Caroline Smith Tract to the northwest corner of the said Caroline Smith Blk. 40.

Thence in a northeasterly direction to the southwest corner of Howard Smith Blk. 42.

Thence in a northwesterly direction along the west line of Blk. 42 crossing the Llano River to the southeast corner of the Christian Klinger Blk. 370.

Thence north along the east line of the Christian Klinger Blk. 370 to the northeast corner of said Blk. 370.

Thence west along the north line of said Blk. 370 to the northwest corner of said Blk. 370.

Thence south along the west line of said Christian Klinger Blk. 370 to the northeast corner of the Christian Klinger Blk. 369.

Thence west along the north lines of the Christian Klinger Blk. 369, the J. W. Singleton Blk. 34 and the Seth Mabry Blk. 374 to the southwest corner of the Carl Kimbel Blk. 138.

Thence north along the west line of the Carl Kimbel Blk. 138 to the northwest corner of said Blk. 138.

Thence west along the north line of the Daniel Lloyd Blk. 34 to the southwest corner of the H. Runge Blk. 139.

Thence north along the west line of the H. Runge Blk. 139 to the northwest corner of said Blk. 139.

Thence west along the north line of H. Runge Blk. 140 to the northwest corner of Blk. 140.

Thence north along the west line of H. Runge Blk. 142 to the northwest corner of Blk. 142.

Thence west along the south line of Christian Narten Blk. 161 to the southwest corner of said Blk. 161.

Thence north along the west line of Blk. 161 to the northwest corner of Blk. 161.

Thence west along the south line of Christian Narten Blk. 160 to the southwest corner of Blk. 160.

Thence north along the west lines of the Christian Narten Blk. 160, the L. L. Lewis and S. H. Weaver Blk. 24, the Robert Cochran Blk. 741, to the northwest corner of the Adams Gentry and Adams Tract Blk. 2 in Menard County.

Thence north along the west line of the Indianola R. R. Co. Blk. 1, to the northwest corner of said Tract.

Thence east along the north line of Indianola R. R. Co. Blk. 1 to the northeast corner of said Blk. 1.

Thence north along the west line of Fisher and Miller Blk. 284 to the northwest corner of Blk. 284.

Thence east along the north line of Blk. 284 to the northeast corner of Blk. 284.

Thence north along the west line of W. S. Clark Blk. 12 to the northwest corner of said Blk. 12.

Thence east along the north line of said W. S. Clark Blk. 12 to the southwest corner of R. T. Anderson Blk. 33.

Thence north along the west line of R. T. Anderson Blk. 33 to a point, said point being the most southerly southwest corner of the C. A. Mogford Blk. 4.

Thence east along the most southerly south line of Blk. 4 to the southeast corner of the C. A. Mogford Blk. 4.

Thence north along the most easterly east line of the C. A. Mogford Blk. 4 to the most easterly northeast corner of said Blk. 4.

Thence west along the north line of the C. A. Mogford Blk. 4.

Thence north to the extreme north line of Blk. 4 and a northeast corner of said Blk. 4.

Thence east along the north line of Tyler Tap R. R. Co. Blk. 811 and the north line of G. W. Littlefield Blk. 812 to the northeast corner of said Blk. 812.

Thence north along the east line of the T. & N. O. R. R. Co. Blk. 3, the east line of the Heinrich Langkopf Blk. 123 to the northeast corner of said Blk. 123.

Thence east along the south line of the C. Weidemann Blk. 70 to the southeast corner of said Blk. 70.

Thence north along the west line of the W. Steivenberg Blk. 93, the west line of the Andrew Allsup Blk. 124 to a point in the south line of the J. S. Swain Blk. 71.

Thence east along the south line of the J. S. Swain Blk. 71 to the southeast corner of Blk. 71.

Thence north along the east line of J. S. Swain Blk. 71 to the northeast corner of Blk. 71.

Thence east along the south line of the John H. Frosch Blk. 457 to the southeast corner of said Blk. 457.

Thence north along the east line of the John H. Frosch Blk. 457 to the northeast corner of John H. Frosch Blk. 457.

Thence west along the north line of the John H. Frosch Blk. 457 to the northwest corner of Blk. 457.

Thence north along the east line of the Conrad Timann Blk. 454 to the northeast corner of said Blk. 454.

Thence west along the north line of said Blk. 454 to the northwest corner of said Blk. 454.

Thence north along the east line of the Anton Weis Blk. 5 to the northeast corner of said Blk. 5.

Thence west along the north line of Anton Weis Blk. 5, the north line of James W. Byrne Blk. 31 to the southwest corner of Jacob Breener Blk. 78.

Thence north along the west line of said Blk. 78 to the northwest corner of said Blk. 78, said northwest corner of said Blk. 78 being on the south bank of the San Saba River.

Thence in a northwesterly direction crossing the San Saba River to the southeast corner of Peter Seidmann Blk. 154.

Thence north along the east line of Peter Seidmann Blk. 154 to the northeast corner of Blk. 154.

Thence west along the north line of Peter Seidmann Blk. 154, the Heinrich Wilthoebe Blks. 122 and 121 to the northwest corner of said Blk. 121.

Thence north along the east line of the David Heller Blk. 119 to the northeast corner of said Blk. 119.

Thence west along the north line of the David Heller Blk. 119 to the northwest corner of Blk. 119.

Thence north along the east line of the Sallie Marshall Blk. 20, the Casper Bargholz Blk. 24 to the northeast corner of Blk. 24.

Thence west along the north line of the Casper Bargholz Blk. 24 to the northwest corner of the Casper Bargholz Blk. 24.

Thence north along the west line of the Casper Bargholz Blk. 125 and north along the east line of the J. H. Junke Blk. 101 to the northeast corner of Blk. 101.

Thence west along the north line of the J. H. Junke Blk. 101 to the southwest corner of Blk. 100.

Thence north along the west line of J. H. Junke Blk. 100 and the east line of Carl H. Nordhausen Blks. 82 and 83 to the northeast corner of Blk. 83.

Thence west along the north line of Blk. 83 to the northwest corner of said Blk. 83.

Thence north along the west line of Johanna Wilhelm Blk. 108 to the northwest corner of said Blk. 108.

Thence west along the north line of Leonhard Busch Blk. 85 to the northwest corner of said Blk. 85.

Thence north along the west line of the A. B. & M. Blk. 107 to the northwest corner of said Blk. 107.

Thence west along the south line of B. S. & F. Blk. 3 to the southwest corner of Blk. 3.

Thence north along the west lines of B. S. & F. Blk. 3 and Irenaeus Callan Blk. 118 to the northwest corner of said Blk. 118.

Thence west along the north line of Irenaeus Callan Blk. 4 to the northwest corner of said Blk. 4.

Thence north along the west line of B. S. & F. Blk. 7 to the northwest corner of Blk. 7.

Thence west along the north line of B. S. & F. Blk. 5 to the northwest corner of Blk. 5.

Thence north along the east line of B. S. & F. Blk. 19 to the northeast corner of said Blk. 19.

Thence west along the north line of B. S. & F. Blk. 19 to the northwest corner of said Blk. 19.

Thence north along the east line of B. S. & F. Blk. 23 to the northeast corner of B. S. & F. Blk. 23.

Thence west along the north lines of Blk. 23 and Blk. 18 to a point on the north line of R. R. Russell Blk. 18 directly south of the southeast corner of the B. S. & F. Tract Blk. 103.

Thence north along the east line of B. S. & F. Blk. 103 to the northeast corner of Blk. 103.

Thence west along the north line of Blk. 103 to the northwest corner of B. S. & F. Blk. 103.

Thence north along the west line of Clay Tipton Blk. 154 to the northwest corner of said Blk. 154, in Concho County, Texas.

Thence west along the south line of the James Callan Blk. 112 to the southwest corner of said Blk. 112.

Thence north to the southeast corner of the James Callan Blk. 2117.

Thence west along the south line of the James Callan Blk. 2117 to the southwest corner of Blk. 2117.

Thence north along the west lines of the James Callan Blk. 2117, the C. C. F. Blanchard Blk. 2116, the T. & N. O. R. R. Co. Blk. 111 to the northwest corner of Blk. 111.

Thence west along the south line of T. & N. O. R. R. Co. Blk. 115 to the southwest corner of Blk. 115.

Thence north along the west lines of T. & N. O. R. R. Co. Blk. 115, T. McCall Blk. 2007, C. Pitchmann Blk. 2008 to the northwest corner of Blk. 2008.

Thence west along the north line of Thos. McCall Blk. 116 to the northwest corner of Blk. 116.

Thence north along the east line of the Gideon Pace Tract 25 to the northeast corner of said Tract 25.

Thence west along the north line of Gideon Pace Blk. 25 to the southeast corner of the Karl Haas Blk. 2029.

Thence north along the east line of Karl Haas Blk. 2029 to the northeast corner of Blk. 2029.

Thence west along the north line of Blk. 2029 to the northwest corner of Blk. 2029.

Thence north along the west lines of P. Merkle Blk. 2028 and H. F. Fisher and B. Miller Blk. 2855 to the southeast corner of Detler Gerkens Blk. 2060.

Thence west along the south line of Detler Gerkens Tract Blk. 2060 to the southwest corner of Blk. 2060.

Thence north along the east lines of F. S. Millard Blk. 170, the A. McGregor Blk. 5, the F. S. Millard Blk. 172 to the northeast corner of Blk. 172.

Thence east along the south lines of Bush Henry Blk. 2, J. V. Massey Blk. 81, F. D. Wilson-A. McGregor Blk. 10, Seale and Morris Blk. 79, Edward McCarthy Blk. 106, Anna Maria Schultz Blk. 1940.

Thence south along the east line of H. F. Fisher and B. Miller Blk. 2821 to the northwest corner of J. D. Scholl Blk. 1938.

Thence east along the north line of Blk. 1938 to the northeast corner of Blk. 1938.

Thence south along the east line of J. D. Scholl Blk. 1938 to the southeast corner of Blk. 1938.

Thence east along the north lines of J. D. Scholl Blk. 1906 and H. F. Fisher and B. Miller Blk. 2805 to the northeast corner of Blk. 2805.

Thence south along the east line of H. F. Fisher and B. Miller Blk. 2805 to the northwest corner of T. I. McCarthy Blk. 1791.

Thence east along the north line of T. I. McCarthy Blk. 1791 to the northeast corner of Blk. 1791.

Thence south along the east line of T. I. McCarthy Blk. 1791 to the southeast corner of Blk. 1791.

Thence east along the north lines of the David McCarthy Blk. 2, R. W. Hoskins Blk. 4, the Heinrich Basse Blk. 1767, the H. F. Fisher and B. Miller Blk. 2708, and the Margaretta Sing Blk. 1412 to the northeast corner of said Margaretta Sing Blk. 1412 in McCulloch County, Texas.

Thence north along the west line of the George Dietrich Tract Blk. 1370 to the northwest corner of said Tract 1370.

Thence east along the north line of Blk. 1370 to the northeast corner of Blk. 1370.

Thence north along the west line of Fisher and Miller Blk. 2633 to the northwest corner of Blk. 2633.

Thence east along the north line of Fisher and Miller Blk. 2633 to the northeast corner of Blk. 2633.

Thence south along the east line of Blk. 2633 to the northwest corner of Heinrich Acker Blk. 1367.

Thence east along the north line of Blk. 1367 to the northeast corner of Blk. 1367.

Thence north along the west line of H. W. A. Bothmer Blk. 1246 to the northwest corner of Blk. 1246.

Thence east along the north line of H. W. A. Bothmer Blk. 1246 to the northeast corner of Blk. 1246.

Thence north along the west line of Fisher and Miller Blk. 2591 to the northwest corner of Blk. 2591.

Thence east along the north line of Blk. 2591 to the southeast corner of Jacob Klock Blk. 1248.

Thence north along the east line of Blk. 1248 to the northeast corner of Blk. 1248.

Thence east along the south line of Jacob Klock Blk. 1250 to the southeast corner of Blk. 1250.

Thence north along the east line of Jacob Klock Blk. 1250 to the northeast corner of Blk. 1250.

Thence in a northeasterly direction along the north line of G. & B. N. Co. Blk. 34 to the southeast corner of Blk. 1222.

Thence north along the east line of Blk. 1222 to the northeast corner of the H. C. Schaefer Blk. 1222.

Thence northeasterly along the north line of H. C. Schaefer Blk. 1223 to the northeast corner of Blk. 1223.

Thence north along the east lines of H. C. Schaefer Blk. 1220, the H. & T. C. Ry. Co. Blk. 163 to the southwest corner of Freidrich Frerichs Blk. 1218.

Thence east along the south line of said Blk. 1218 to the southeast corner of said Blk. 1218.

Thence north along the west lines of E. W. Harris Blk. 84, the B. Fehrenkamp Blk. 1158, to the northwest corner of Blk. 1158.

Thence east along the north line of Blk. 1158 to the northeast corner of Blk. 1158.

Thence north along the east lines of D. Kremer Blk. 1159, the H. & T. C. Ry. Co. Blk. 85 to the northwest corner of the H. W. Buesing Blk. 1161.

Thence east along the north line of Blk. 1161 to the northeast corner of Blk. 1161.

Thence north along the west line of Jacob Rinker Blks. 1113 and 1112 to the northwest corner of Jacob Rinker Blk. 1112.

Thence east along the north line of Jacob Rinker Blk. 1112 to the northeast corner of Blk. 1112.

Thence north along the east line of A. G. Mitchell Blk. 102 to the northeast corner of Blk. 102.

Thence east along the south line of the H. & T. C. Ry. Co. Blk. 139 to the southeast corner of Blk. 139.

Thence north along the east line of said Blk. 139 to the northeast corner of Blk. 139.

Thence southeasterly along the south line of H. & T. C. Ry. Co. Blk. 141 to the southeast corner of Blk. 141.

Thence north along the east line of said H. & T. C. Ry. Co. Blk. 141 to the northeast corner of said Blk. 141.

Thence east along the south line of H. & T. C. Ry. Co. Blk. 151 to the southeast corner of said Blk. 151.

Thence north along the east line of Blk. 151 to the northwest corner of L. Seiferth Blk. 596.

Thence east along the north line of Blk. 596 to the northeast corner of Blk. 596.

Thence north along the east line of the L. Seiferth Blk. 597 to the northeast corner of Blk. 597.

Thence east along the south line of the L. Durrs Blk. 598 to the southeast corner of said Blk. 598.

Thence north along the east line of said Blk. 598 to the northeast corner of said Blk. 598.

Thence east along the north line of L. Durrs Blk. 599 to the northeast corner of said Blk. 599.

Thence north along the west line of the J. C. Montgomery Blk. 198 to the northwest corner of said Blk. 198.

Thence east along the north lines of Blk. 198, C. Munk Blk. 614, F. Munk Blk. 617, C. F. Durham Blk. 2, Gottloff Hanke Blk. 699, Jos. B. Parks Blk. 5, L. W. Ludlow Blk. 729, C. Mendell Blk. 811 to the northeast corner of C. Mendell Blk. 811.

Thence south along the east line of C. Mendell Blk. 811 to the southeast corner of said Blk. 811.

Thence east along the north line of C. Mendell Blk. 846 to the northeast corner of said Blk. 846.

Thence south along the east line of C. Mendell Blk. 846 to the northwest corner of G. R. Glenn Blk. 848.

Thence east along the north line of Blk. 848 to the northeast corner of Blk. 848.

Thence south along the east line of G. R. Glenn Blk. 848 to the southeast corner of Blk. 848.

Thence east along the north line of A. Hoffman Blk. 849 to the northeast corner of Blk. 849.

Thence south along the west line of William Gann Blk. 2 to the southwest corner of William Gann Blk. 2.

Thence east along the south line of William Gann Blk. 2 to the southeast corner of Blk. 2.

Thence south along the west line of J. A. House Blk. 292 to the southwest corner of Blk. 292.

Thence east along the south line of Blk. 292 to the southeast corner of Blk. 292.

Thence south along the west line of H. & T. C. Ry. Co. Blk. 295 to the southwest corner of Blk. 295.

Thence east along the south line of Blk. 295 to the southeast corner of Blk. 295.

Thence east along the south line of the Peter Lee Blk. 2 to the northwest corner of John Elbert Blk. 990.

Thence south along the west line of John Elbert Blk. 990 to the southeast corner of Blk. 990.

Thence east along the south line of John Elbert Blk. 990 to the southeast corner of Blk. 990.

Thence south along the east line of John Elbert Blk. 991 and the east line of the M. E. P. & P. R. R. Co. Tract to the southwest corner of the F. M. Picklaps Blk. 994.

Thence east along the south line of the F. M. Picklaps Blk. 994 to the southeast corner of Blk. 994 in San Saba County, Texas.

Thence south along the west line of Fisher and Miller Blk. 614 to the southwest corner of Blk. 614.

Thence east along the south line of said Blk. 614 to the southeast corner of Blk. 614.

Thence north along the east line of Fisher and Miller Blk. 614 to the southwest corner of H. Reckles Blk. 41.

Thence in a southeasterly direction along the south line of said Blk. 41 to the southeast corner of Blk. 41.

Thence north along the east line of said Blk. 41 to the northeast corner of said Blk. 41.

Thence east along the north lines of Fisher and Miller Blk. 638, David Hevn Blks. 109 and 40 to the northeast corner of Blk. 40.

Thence north along the west line of Fisher and Miller Blk. 658 to the northwest corner of Blk. 658.

Thence east along the north line of Fisher and Miller Blks. 658 and 659 to the northeast corner of Blk. 659.

Thence north along the west line of German Emg. Co. Blk. 678 to the northwest corner of said Blk. 678.

Thence east along the north line of Blk. 678 to the northeast corner of Blk. 678.

Thence south along the east line of Blk. 678 to the northwest corner of the Ferdinand Nott Blk. 275.

Thence east along the north line of Blk. 275 to the northeast corner of Blk. 275.

Thence south along the east line of Blk. 275 to the southeast corner of Blk. 275.

Thence east along the north line of German Emg. Co. Blk 695 to the northeast corner of Blk. 695.

Thence south along the east line of Blk. 695 to the southwest corner of the Abraham Draudt Blk. 277.

Thence east along the south line of Blk. 277 to the southeast corner of Blk. 277.

Thence south along the east line of Hrs. Heinrich Dettmering Blk. 278 to the southeast corner of Blk. 278.

Thence east along the north lines of Fisher and Miller Blk. 715, Fred C. Dittmar Blk. 327 and Wilhelm Koch Blk. 387 to the northeast corner of Blk. 387.

Thence north along the west line of David von Hagen Blks. 386 and 383 to the northwest corner of Blk. 383.

Thence east along the north lines of David von Hagen Blks. 383 and 384 to the northeast corner of Blk. 384.

Thence in a northeasterly direction along the north line of German Emg. Co. Blk. 743 to the northeast corner of Blk. 743.

Thence north along the west line of H. A. Longwell Blk. 400 to the southwest corner of H. A. Longwell Blk. 405.

Thence east along the south line of said Blk. 405 to the southeast corner of Blk. 405.

Thence north along the east line of Blk. 405 to the northeast corner of Blk. 405.

Thence east along the north lines of Heinrich Cramm Blk. 88, H. & T. C. R. R. Co. Blk. 87, Gustavus Jacobs Blks. 450 and 451, George W. Ricks Blk. 763 to the northeast corner of said Blk. 763.

Thence south along the east lines of Blk. 763, the Wilhelm Bent Blks. 466 and 465 to the southeast corner of Blk. 465.

Thence east along the north line of C. Immel Blk. 457 and A. J. Denson Blk. 8 to the northeast corner of Blk. 8.

Thence south along the east line of Blk. 8 to its intersection with the most westerly southwest line of the C. K. Burlew Tract.

Thence in a southeasterly direction along the southwesterly line of the C. K. Burlew Tract and Thomas Pereira Blk. 80 to the north corner of the John R. Welsh Tract Blk. 2.

Thence in a southwesterly direction along the northwest line of John R. Welsh Blk. 2 to the northwest corner of Blk. 2.

Thence in a southeasterly direction along the southwest line of John R. Welsh Blk. 2 to the north corner of James O. Daniel Blk. 3.

Thence in a southwesterly direction along the northwest line of James O. Daniel Blk. 3 to the west corner of the James O. Daniel Blk. 3.

Thence northwesterly to the north corner of Richard Hillburn Blk. 4.

Thence southwesterly to the west corner of said Richard Hillburn Blk. 4.

Thence southeasterly along the southwest line of Richard Hillburn Blk. 4 to the southwest corner of Blk. 4.

Thence in a southwesterly direction crossing the San Saba River to the west corner of the Thomas Simpson Blk. 33.

Thence in a southeasterly direction along the southwest line of said Blk. 33 to the south corner of Blk. 33.

Thence northeasterly along the southeast line of Blk. 33 to the east corner of said Blk. 33.

Thence southeasterly along the southwest line of Martin Walker Blk. 32 to the north corner of Gus Reeh Blk. 586.

Thence southwest along the northwest line of Gus Reeh Blk. 586 to the west corner of Blk. 586.

Thence southeast along the southwest line of Blk. 586 to the northwest corner of G. C. & S. F. R. R. Co. Blk. 53.

Thence west along the north line of the D. A. Gray Blk. 2 to the northwest corner of D. A. Gray Blk. 2.

Thence south along the west line of D. A. Gray Blk. 2 to the southeast corner of M. J. Murray Blk. 2.

Thence south along the east lines of M. J. Murray Blk. 2, M. P. Simpson Blk. 404, D. & S. E. R. R. Co. Blk. 1, I. & G. N. R. R. Co. Abst. 282 and 281 to the southeast corner of I. & G. N. R. R. Co. Abst. 281.

Thence west along the south line of I. & G. N. R. R. Co. Abst. 281 to the southwest corner of I. & G. N. R. R. Co. Abst. 281.

Thence south along the east line of M. J. Murray Blk. 2 to the southeast corner of M. J. Murray Blk. 2.

Thence east along the north line of M. J. Murray Blk. 505 $\frac{1}{2}$ to the northeast corner of M. J. Murray Blk. 505 $\frac{1}{2}$.

Thence south along the east line of M. J. Murray Blk. 505 $\frac{1}{2}$ to the southeast corner of M. J. Murray Blk. 505 $\frac{1}{2}$.

Thence west along the north lines of Fisher and Miller Blk. 78, Chris. Landt Blk. 14, Hrs. Heinrich Zeppech Blk. 13 to the northeast corner of J. H. McConnell Blk. 2.

Thence south along the east lines of J. H. McConnell Blk. 2, Johann Chris. Kampe Blks. 12 and 11 to the southeast corner of Blk. 11.

Thence west along the north line of Fisher and Miller Blk. 350 to the northwest corner of Blk. 350.

Thence south along the west lines of Fisher and Miller Blk. 350, Carl Wiese Blk. 76, Fisher and Miller Blk. 361, Albert Meinecke Blk. 90, Fisher and Miller Blk. 367, Hrs. of John Kraetzer Blk. 108 to the southwest corner of Blk. 108.

Thence west along the north lines of James Ellen Blk. 118 and Fisher and Miller Blk. 404 to the northwest corner of Blk. 404.

Thence south along the west line of Blk. 404 to the southwest corner of Blk. 404.

Thence west along the north lines of Wm. N. French Blk. 559, John H. Oelkers Blk. 558, Heinrich Schneider Blk. 557 to the northwest corner of Blk. 557.

Thence south along the west line of Blk. 557 to the northeast corner of Hrs. of L. Kleinecke Blk. 545.

Thence west along the north line of Hrs. of L. Kleinecke Blk. 545 to the northwest corner of Blk. 545.

Thence south along the west lines of Blk. 545 to the southwest corner of said Blk. 545.

Thence west along the north line of the Johann Behrent Blk. 549 to the northwest corner of said Johann Behrent Blk. 549.

Thence south along the west line of Johann Behrent Blk. 549 to the southwest corner of Johann Behrent Blk. 549 in Llano County, Texas.

Thence west along the north line of Hrs. of Christ Emmell Blk. 550 to the northwest corner of said Blk. 550.

Thence south along the west line of said Blk. 550 to the southwest corner of Blk. 550.

Thence west along the north line of Joseph Meyerhefer Abst. 552 to the northwest corner of said Abst. 552.

Thence north along the east line of S. A. & M. G. R. R. Co. Blk. 7 to the northeast corner of Blk. 7.

Thence west along the north lines of S. A. & M. G. R. R. Co. Blk. 7 and the Hrs. of Christian Heise Blk. 57 to the northwest corner of Blk. 57.

Thence south along the west line of Blk. 57 to the southwest corner of Blk. 57.

Thence west along the north line of Wilhelm Friederich Blk. 55 to the northwest corner of Blk. 55.

Thence south along the west line of Blk. 55 to the southwest corner of Blk. 55.

Thence west along the north line of Fisher and Miller Blk. 184 to the northwest corner of Blk. 184.

Thence south along the west line of Fisher and Miller Blk. 184 to the southwest corner of Blk. 184.

Thence west along the south line of F. W. Wrede Blk. 51 to the southwest corner of said Blk. 51.

Thence south along the west line of the S. F. I. W. Co. Blk. 1 to the southwest corner of the S. F. I. W. Co. Blk. 1.

Thence west along the south line of the Augustus Strauss Blk. 93 to the southwest corner of Blk. 93.

Thence south along the east line of the H. Moellenbrendt Blk. 91 to the southeast corner of said Blk. 91.

Thence west along the north line of the German Emg. Co. Blk. 123 to the northwest corner of Blk. 123.

Thence north along the west line of James M. Williams Abst. 934 to the northwest corner of Abst. 934.

Thence east along the north line of J. M. Williams Abst. 934 to the southwest corner of Robert B. Johnson Blk. 46.

Thence north along the west line of Blk. 46 to the northwest corner of Blk. 46.

Thence east along the north line of said Blk. 46 to the northeast corner of Blk. 46.

Thence north along the west line of Heinrich Moellenbrendt Blk. 91 to the southeast corner of Ernest Correth Blk. 48.

Thence west along the south line of Ernest Correth Blk. 48 to the southwest corner of said Blk. 48.

Thence north along the west line of said Blk. 48, crossing the T. Baldwin Blk. 2 in a northerly direction to the northeast corner of Jacob Wycoff Blk. 1.

Thence east along the north line of T. Baldwin Blk. 2 to the southeast corner of the J. W. N. Hinton Abst. 412.

Thence north along the most easterly north line of J. W. N. Hinton Blk. 412 to the most easterly northeast corner of Blk. 412.

Thence west to a point in the east line of said Blk. 412.

Thence north along the west line of Thomas J. Ake Abst. 16, the west line of the Hrs. of George Hebener to a point in the San Saba-Llano County Line.

Thence west along the San Saba-Llano County Line crossing the Isaac Cockerel Blk. 611, Thos. Hibdon & J. W. Hitchcock Blk. 10, the S. A. & M. G. R. R. Co. Blk. 9, the J. T. Scott Blk. 30 and the Indianola R. R. Co. Blk. 3 to the intersection of the San Saba-Llano County Line and the Mason County Line, said intersection point being located in the Wessel Meyer Blk. 15.

Thence south along the Mason-Llano County Line across the Wessel Meyer Blk. 15, to a point in the north line of Jesse Wallace Blk. 721.

Thence west along the north lines of Jesse Wallace Blk. 721, the M. R. Kidd Blk., the Carl Fritzsche Blks. 33 and 34, to the northwest corner of Blk. 34.

Thence south along the west line of Carl Fritzsche Blk. 34 to the southwest corner of Blk. 34.

Thence west along the south lines of W. H. Haydon Blk. 60, Melvin Marshall Blk., George Ake Blk. 100, Herman Heffter Blk. 37 to the southwest corner of Herman Heffter Blk. 37.

Thence north along the west line of Herman Heffter Blk. 37 to the northwest corner of said Blk. 37.

Thence west along the north line of C. Boeger Blk. 748, S. W. Pinson Blk. 156 and Erasmus Bocker Blk. 40, to the northwest corner of Blk. 40.

Thence south along the west line of Blk. 40 to the southwest corner of Blk. 40.

Thence west along the south line of Erasmus Bocker Blk. 41 to the southwest corner of Blk. 41.

Thence south along the east lines of H. W. Smith Blk. 958, the Christopher Himstadt Blks. 26 and 25 to the southeast corner of Blk. 25.

Thence west along the south lines of Christopher Hinstadt Blk. 25 the J. Poitevent Blk. 977, the E. S. & L. M. Bilberry Blk. 978 to the southwest corner of Blk. 978.

Thence north along the west lines of E. S. & L. M. Bilberry Blk. 978, the Eberhard Klein Blk. 46, the John Reager Blk. 24, the A. C. H. & B. Blk. 957 to the northwest corner of Blk. 957.

Thence west along the north line of P. H. Moser Blk. 56 to the northwest corner of said Blk. 56.

Thence north along the west lines of J. S. Ivy Blk. 930, German Emg. Co. Blk. 70 $\frac{1}{2}$ and Vic. Berry Tract at the Mason-McCulloch County Line.

Thence continuing north in McCulloch County along the west lines of John Moser Blks. 77 and 78, the Peter Mull Blk. 8 $\frac{1}{2}$ to the southeast corner of the O. H. Wood Blk. 715.

Thence west along the south line of the O. H. Wood Blk. 715 to the southwest corner of Blk. 715.

Thence north along the west lines of O. H. Wood Blk. 715, the F. M. Arledge Blk. 714, the I. Henderson Blk. 713 to the northwest corner of Blk. 713.

Thence west along the north line of G. W. Roberts Blk. 712, the Ludwig Ranzau Blk. 110, the J. Poitevent Blk. 1, to the northwest corner of Blk. 1.

Thence south along the east lines of the Frierich Fibiger Blk. 200 and the L. J. Korn Blk. 201 to the southeast corner of Blk. 201.

Thence west along the north line of Indianola R. R. Co. Blk. 21 to the northwest corner of Blk. 21.

Thence south along the west line of Indianola R. R. Co. Blk. 21 to the northeast corner of H. W. Schulte Blk. 206.

Thence west along the north line of Blk. 206 to the northwest corner of Blk. 206.

Thence south along the east lines of Peter Mull Blk. 7 $\frac{1}{2}$ and the C. Ihsensee Blk. 211 to the southeast corner of Blk. 211.

Thence west along the south line of C. Ihsensee Blk. 211 to the northwest corner of C. Ihsensee Blk. 211.

Thence south to the northwest corner of the J. F. Fleming Tract Blk. 950, said point also being the northeast corner of the Philip Hohlfeld Blk. 212, said point also being the place of beginning of this description.

Description written from General Land Office Maps as follows:

Mason County February 1921
Kimble County June 1930
Menard County February 1942
Concho County January 1947
McCulloch County December 1949
San Saba County September 1918
Llano County November 1943

V.

The Directors of said District shall be elected by the "precinct method" as such method is defined and provided for in Section 52.052, Texas Water Code, Vernon's Texas Civil Statutes, and for such purpose said District is hereby divided into the following respective precincts:

(a) Precinct No. 1 shall consist of that territory within the District which is situated within the city boundaries of the City of San Saba, Texas.

(b) Precinct No. 2 shall consist of all territory within the District which is situated in San Saba County, Texas, but excluding the City of San Saba, Texas.

(c) Precinct No. 3 shall consist of that territory within the District which is situated in Llano, Mason and Kimble Counties, Texas, plus those portions of Menard and McCulloch Counties, Texas, which lie south of the San Saba River.

(d) Precinct No. 4 shall consist of that territory within the District which is situated in Concho County, Texas, plus that portion of Menard County, Texas, which lies north of the San Saba River plus that portion of McCulloch County, Texas, which lies west of U. S. Highways 87 and 377 but excluding the City of Brady, Texas.

(e) Precinct No. 5 shall consist of that territory within the District which is situated in McCulloch County, Texas, and which lies east of U. S. Highways 87 and 377 plus all territory which is situated within the city boundaries of the City of Brady, Texas, but excluding that portion of McCulloch County which lies south of the San Saba River.

VI.

It appearing that each of the following persons is more than twenty-one (21) years of age, a resident citizen of the State of Texas, owns land subject to taxation within said District, is the owner of land in one of the above-described precincts and in the particular precinct, respectively, for which he is appointed, and that all of such persons are otherwise qualified as provided by law, the same are hereby appointed directors of said District to serve

until their successors are elected or appointed in accordance with law, as follows, to-wit:

<u>Precint No.</u>	<u>Name</u>	<u>Residence</u>
1	W. Owen Parks	San Saba, Texas
2	J. Mark Martin	San Saba, Texas
3	Larry Lehmberg	Mason, Texas
4	Russell Callan	Menard, Texas
5	C. P. Rockwell	Brady, Texas

ADOPTED at Austin, Texas, this 9th day of June, 1982.

ATTEST:

/s/ Lee B. M. Biggart
Lee B. M. Biggart, Chairman

/s/ Mary Ann Hefner
Mary Ann Hefner, Chief Clerk

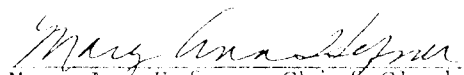
/s/ John D. Stover
John D. Stover, Commissioner

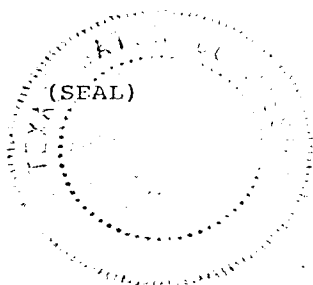
THE STATE OF TEXAS X

COUNTY OF TRAVIS X

I, Mary Ann Hefner, Chief Clerk of the Texas Water Commission of the Texas Department of Water Resources, do hereby certify that the attached and foregoing is a true and correct copy of an Order Upon Hearing and Granting Petition for the Creation of HICKORY UNDERGROUND WATER CONSERVATION DISTRICT NO. 1 the original of which is on file in the permanent records of the Commission.

GIVEN UNDER MY HAND AND THE SEAL OF the Texas Water Commission, this the 10th day of June, 1982.


Mary Ann Hefner, Chief Clerk
Texas Water Commission



Filed for record the 25th day of October A.D., 1984 at 1:30 o'clock P.M. and
duly recorded this the 25th day of October A.D., 1984 at 3:20 o'clock P.M.

Beatrice Langehennig
Clerk County Court Mason County, Texas

By: 
Linda Phillips, Deputy