

### **DECLARATION OF COVENANTS**

This DECLARATION OF COVENANTS (this "<u>Declaration</u>") is entered into effective as of the <u>25</u> day of \_\_\_\_\_\_, 2008 (the "<u>Effective Date</u>"), by and between FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation f/k/a FORESTAR INVESTMENT COMPANY ("<u>Forestar</u>") and DALH – Bastrop, L.P., a Texas limited partnership ("<u>DALH-Bastrop</u>").

### I. RECITALS

1.1. Forestar is the owner of that certain parcel of land in the City of Bastrop, Bastrop County, Texas, described on Exhibit "A" attached hereto (the "<u>Forestar Tract</u>").

1.2. As of the Effective Date DALH-Bastrop has purchased from Forestar and is the owner of that certain parcel of land described on Exhibit "B" attached hereto (the "<u>DALH-Bastrop Tract</u>").

1.3. Forestar intends to develop the Forestar Tract and DALH-Bastrop intends to develop the DALH-Bastrop tract and, in connection therewith, DALH-Bastrop and Forestar (individually, a "<u>Party</u>" and collectively the "<u>Parties</u>") desire to subject the Forestar Tract and DALH-Bastrop Tract (each a "<u>Subject Tract</u>" and collectively the "<u>Subject Tracts</u>") to the covenants and restrictions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and easements and covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned Parties do hereby declare and agree as follows:

### **II. MAINTENANCE OF THE SUBJECT TRACTS**

2.1. <u>Maintenance</u>. The Parties shall keep their respective Subject Tracts and all improvements located thereon that are visible to neighboring properties and/or public view, including without limitation, the exterior walls of all buildings and all improvements, maintained in good condition and repair, clean and free of rubbish and other hazards. Such maintenance shall include, but not be limited to, the following: regular and timely removal of all litter, garbage, trash and waste, regular lawn mowing, tree, shrub and plant pruning and trimming, watering of landscaped areas, weed control, pest control, maintaining exterior lighting and mechanical facilities in good working order, keeping parking areas, walks, driveways and roads clean and in good repair, striping of all parking and driveway areas, and the repairing and repainting of the exterior improvements visible to neighboring properties and/or public view. The standard for such maintenance shall be that which would maintain the Subject Tracts and the improvements thereon in a manner and quality equal to at least that maintained by the owners of first-class facilities of the same type in the City of Austin and the City if Bastrop, Texas.

### **III. USE AND DEVELOPMENT OF THE SUBJECT TRACTS**

3.1. <u>Use Restrictions Affecting the Subject Tracts</u>. Neither Party shall permit the use of any portion of its respective Subject Tract for any purpose which is obnoxious to or out of harmony with the development or operation of a first-class retail center. For avoidance of doubt, Forestar agrees that the foregoing restrictions shall not prohibit DALH-Bastrop or its successors,

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RECORDER'S MEMORANDUM All or part of the text in this document was not clearly legible for satisfactory reproduction. assigns or lessees from developing and using the DALH-Bastrop Tract as an automobile dealership selling new vehicles affiliated with a major manufacturer brand such as Ford, Chevy/GMC, Chrysler, Toyota, Honda, Nissan, Mazda and the like, including related service, repair and used car departments and other uses incidental thereto.

### IV. USE AND DEVELOPMENT OF THE FORESTAR TRACT

4.1. <u>Additional Use Restriction Affecting the Forestar Tract</u>. In addition to the use restrictions set forth in Section 3.1, the Forestar Tract shall not be used, leased or occupied for the purpose of or in connection with a new or used automobile or truck dealership.

4.2. Location of Driveways. To the extent necessary for the owner of the DALH-Bastrop Tract to be permitted to locate a driveway on the DALH-Bastrop Tract for the purpose of providing access to and from the DALH-Bastrop Tract to the HWY 71 frontage road, the owner of the Forestar Tract agrees (1) to remove the existing temporary driveway located on the Forestar Tract if the existence of such driveway prevents DALH-Bastrop from obtaining a driveway permit from TXDOT and (2) to not locate a driveway along the HWY 71 frontage road within such distance as may be required by TXDOT rules or regulations or other applicable law to enable the owner of the DALH-Bastrop Tract to have such driveway access to the HWY 71 frontage road. This Section 4.2 shall no longer apply or be effective in the event the owner of the DALH-Bastrop Tract and the owner of the Forestar Tract mutually agree in writing upon a shared access driveway and related easement rights providing for access to the DALH-Bastrop Tract and to the Forestar Tract to and from the HWY 71 frontage road, it being understood, however, that neither such party shall have any obligation to negotiate or enter into any such agreement, easement or shared driveway access arrangements.

### V. USE AND DEVELOPMENT OF THE DALH-BASTROP TRACT

5.1 <u>General.</u> Except as provided hereinafter, no building shall be placed, erected, or installed upon any portion of the DALH-Bastrop Tract, and no exterior alteration of existing buildings shall take place (the placement, erection or installation of a building or the exterior alteration of an existing building is herein collectively called the "<u>Proposed Work</u>") unless the Plans (defined below) therefor have been approved (or, by the provisions of this Article V are deemed to have been approved) by the Rights Holder (defined below) as being in compliance with the Design Standards (defined below), such approval not to be unreasonably withheld or conditioned.

5.2 <u>Rights Holder Approval</u>. As used herein, the term "<u>Plans</u>" means and is limited to the following: site layout, exterior elevations (including screening of loading docks, service bays and dumpster areas), exterior materials, lighting and colors, exterior signage and landscaping. Prior to commencing any Proposed Work, the owner of the DALH-Bastrop Tract shall submit the Plans therefor to the Rights Holder at the Designated Address (defined below). The Rights Holder will meet with DALH-Bastrop to discuss the Plans and approval process. The Rights Holder, shall, within forty-five (45) days after receipt of each submission of the Plans, advise the owner of the DALH-Bastrop Tract, in writing, at an address specified by such party at the time of submission, of (a) the approval of Plans, or (b) the segments or features of the Plans which do not comply with the Design Standards (defined below), the reasons for such finding. If the

Rights Holder fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans (no notice purporting to disapprove the Plans shall be effective as notice of disapproval unless the same specifies the segments or features of the Plans which do not comply with the Design Standards and the reasons for such finding), approval shall be deemed to have been granted. The Rights Holder shall not have the right, in connection with any re-submittal of Plans, to disapprove any element of the Plans which were not expressly disapproved in any preceding submittal of Plans provided to the Rights Holder, nor shall the Rights Holder have the right to disapprove any element of the Plans which are required in order to comply with applicable laws, rules, regulations or codes, zoning requirements or the express written requirements of insurers. The term "Designated Address" means:

FORESTAR (USA) REAL ESTATE GROUP, INC. 1300 S. Mopac Suite 3S Austin, Texas 78746 Attention: Steve Mills, Senior Vice President

or such other address as the Rights Holder shall have provided the owner of the DALH-Bastrop Tract in writing after the date hereof (no new address shall be effective as a Designated Address until the 30<sup>th</sup> day after such notice has been provided to the owner of the DALH-Bastrop Tract).

5.3 <u>Rights Holder; Expiration</u>. The "<u>Rights Holder</u>" means FORESTAR (USA) REAL ESTATE GROUP, INC.; provided that there shall be no Rights Holder and the provisions of this Article V shall no longer be in force and effect at such time as the Rights Holder owns less than five (5) acres of land within the Hunters Crossing Subdivision (excluding any portion of the Forestar Tract lying with in the boundaries of that certain Drainage, Pedestrian and Public Recreation Easement #11 For Hunters Crossing Subdivision Bastrop County, Texas recorded in Volume 1365, Page 684 in the Official Public Records, Bastrop County, Texas, or the boundaries of that certain Drainage, Pedestrian and Public Recreation Easement #12 For Hunters Crossing Subdivision Bastrop County, Texas). The Rights Holder shall not have the right to assign or convey any of its rights under this Article V.

5.4 <u>Design Standards</u>. The term "<u>Design Standards</u>" means buildings which are (a) in substantial conformance, in terms of appearance and quality, as buildings constructed within the Hunters Crossing Subdivision as of the Effective Date, which are being used for the same or similar purposes for which the Proposed Work is to be used and which comply with the architectural standards applicable to similar commercial retail property within the Hunters Crossing Public Improvement District, and (b) comply with the requirements of any franchisor or manufacturer providing goods or services to the owner of the DALH-Bastrop Tract in connection with the conduct of its intended business upon the DALH-Bastrop Tract (e.g., if the intended use of the Proposed Work is the operation of a new automotive dealership, then the Design Standard shall be those imposed upon the owner of the Purchased Property by the automotive manufacturer).

5.5 <u>No Approval Required</u>. Notwithstanding the foregoing, no approval from the Rights Holder shall be required for any Proposed Work in connection with repair or restoration following any event of casualty or the exercise of condemnation so long as the proposed repair and restoration work will restore the affected buildings to substantially the same character and appearance as existed prior to such casualty or condemnation as is reasonably practicable in light of changes in law and, in the case of condemnation, the change in the available land upon which to construct such buildings.

### **VI. CASUALTIES**

6.1. <u>Casualty</u>. In the event of any damage to or destruction of any building on the Subject Tracts from any cause whatsoever, the affected party shall, at its sole option and expense, either (i) repair, restore, or rebuild and complete the same to its former condition with reasonable diligence, (ii) raze and demolish such building or improvement (or such part thereof that has been damaged or destroyed), clear the affected area of all debris and thereafter either pave and/or landscape such affected area and keep the same weed-free and clean, or (iii) effectuate any combination of subsections (i) and (ii) of this Section 6.1 as such Party may reasonably deem appropriate.

### **VII. DEFAULT AND REMEDIES**

7.1. Default; Remedies. In the event of a breach or threatened breach of this Declaration, only the parties shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If any party (the "Defaulting Party") fails to comply with any term, provision or covenant of this Declaration and does not cure such failure within thirty (30) days after receipt of written notice from the other party (the "Non-Defaulting Party") to the Defaulting Party of such failure (or if the default is of such character as to require more than thirty (30) days to cure and the Defaulting Party shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter), the Non-Defaulting Party shall have the option of pursuing any one or more of the following remedies, or any other remedy it may have at law or in equity: (i) with respect to any breach of Section 2.1 of this Declaration, perform such obligation of the Defaulting Party and charge the Defaulting Party therefor, or (ii) seek specific performance or injunctive relief from a court of competent jurisdiction. If the Non-Defaulting Party performs any of the Defaulting Party's obligations hereunder, the full amount of the cost and expense entailed or the payment so made or the damage so sustained, as the case may be, shall immediately be owing by the Defaulting Party to the Non-Defaulting Party, and the Defaulting Party shall repay to such Non-Defaulting Party upon demand the full amount thereof with interest at the maximum legal rate thereon from the date the cost or damage is incurred by the Non-Defaulting Party.

7.2. <u>No Release</u>. The option given in Section 7.1 is for the sole protection of the Non-Defaulting Party and its existence shall not release the Defaulting Party from the obligation to perform or adhere to the terms, provisions, covenants and conditions set forth herein or deprive the Non-Defaulting Party of any legal rights which it may have by reason of any such default by the Defaulting Party.

7.3. <u>Easement</u>. The Defaulting Party hereby grants to the Non-Defaulting Party nonexclusive right-of-entry and non-exclusive easements over and under any and all part of the Defaulting Party's Subject Tract (excluding the right to enter any building located thereon) for all purposes reasonably necessary to enable the Non-Defaulting Party (acting directly or through its agents, contractors or subcontractors) to so perform any of the terms, provisions, covenants or conditions of Section 2.1 of this Declaration which the Defaulting Party shall have failed to timely perform within the thirty (30) day notice and cure period set forth in Section 7.1.

7.4. <u>Nonpayment</u>. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impart such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Declaration by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration, and (ii) all remedies at law or in equity shall be available.

7.5. <u>Nonterminable Agreement</u>. No breach of the provisions of this Declaration shall entitle any party or owner of a Subject Tract to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration. No breach of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of a Subject Tract, and any buildings or improvements thereon.

7.6. Force Majeure. In the event a party or owner of all or part of a Subject Tract is delayed, hindered in, or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather or other events or circumstances preventing the performance of work as certified to by an architect, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

### VIII. GENERAL PROVISIONS

8.1. <u>No Third-Party Beneficiary</u>. The provisions of this Declaration are for the exclusive benefit of the parties and their successors and assigns (including future owners of the Subject Tracts), and not for the benefit of any third person nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person.

8.2. <u>No Dedication</u>. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Subject Tracts other than the easements, covenants and restrictions specifically set forth herein. Except as otherwise provided

in Section 8.2, nothing in this Declaration shall ever be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

8.3. <u>Notice</u>. All notices required or permitted to be given hereunder, or given in regard to this Declaration by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party in whom notice is given, or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Any party may change its address for notices by giving five (5) days advance written notice to the other party herein in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to Forestar: 1300 S, Mopac Suite 3S Austin, Texas 78746 Attention: Steve Mills, Senior Vice President With a copy to: 1300 S. Mopac Suite 3S Austin, Texas 78746 Attention: Brad Stein, Associate General Counsel

If to DALH-Bastrop: 109 N. Post Oak Lane Suite 600 Houston, Texas 77024 Attention: Frank Gruen

With a copy to: 109 N. Post Oak Lane Suite 600 Houston, Texas 77024 Attention: Kim Jacobson

8.4. <u>Attorney's Fees</u>. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

8.5. <u>Entire Declaration</u>. This Declaration constitutes the entire agreement between the parties. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

8.6. <u>Severability</u>. If any provision of this Declaration shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

8.7. <u>Rights of Successors</u>. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the Subject Tracts. Notwithstanding anything to the contrary in this Declaration, upon a party's sale of all of its Subject Tract, such party shall be released from all unaccrued liabilities and other obligations arising under this Declaration from and after the effective date of such sale. Subject to the other provisions hereto, this Declaration shall bind and inure to the benefit of the parties, and their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

8.8. <u>No Merger</u>. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the respective dominant and servient tenements in the Subject Tracts by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

8.9. <u>Estoppel Certificates</u>. Any party (or any mortgagee holding a first lien security interest in any portion of such party's Subject Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale leaseback made in good faith and for value, deliver a written notice to any other party requesting that such party execute a certificate certifying that, to the best of such party's knowledge, (i) the other party is not in default in the performance of its obligations under this Declaration, or if in default, describing the nature and amount or degree of such default, and (ii) such other information regarding the status of the obligations under this Declaration as may be reasonably requested. A party shall execute and return such certificates within fifteen (15) days following its receipt of a request thereof.

8.10. <u>Counterparts; Multiple Originals</u>. This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.11. <u>Modification and Cancellation</u>. This Declaration (including exhibits) may be modified or terminated or canceled only by written agreement signed by each of the parties or their respective successors and assigns (and any mortgagees holding first lien security interests on any portion of the Subject Tracts or any ground lease thereof), as long as they have any interest as an owner in either of the Subject Tracts.

8.12. Term. Except as otherwise provided in Article V, this Declaration and the easements, rights, obligations and liabilities created hereby shall encumber the Subject Tracts for a period of fifty (50) years, or such lesser period if and to the extent a lesser period is required by applicable law, and thereafter the terms hereof shall be renewed automatically by successive ten (10) year periods unless all owners of the Subject Tracts, and any parties owning at that time any percentage interest in either of the Subject Tracts, execute and record in the Bastrop County, Texas, real estate records a statement terminating such restrictive covenants within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

IN WITNESS WHEREOF, Forestar and DALH-Bastrop have caused this instrument to be executed as of the Effective Date.

[Signature and Acknowledgement Pages Follow]

# Forestar (USA) Real Estate Group, Inc., a Delaware Corporation

By: Steve Mills, Senior Vice President

Date: 6.24-08

Date: \_\_\_\_

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### DALH – Bastrop, L.P., a Texas limited partnership

By: DALH-Bastrop Management, L.L.C., a Texas limited liability company, its general partner

By: \_\_\_

Frank Gruen, President

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# Forestar (USA) Real Estate Group, Inc., a Delaware Corporation

By: \_\_\_

Date: \_\_\_\_\_

Steve Mills, Senior Vice President

### DALH – Bastrop, L.P., a Texas limited partnership

By: DALH-Bastrop Management, L.L.C., a Texas limited liability company, its general partner

fichal Me 0 By: L. Michael Phelps, Vice President

Date: \_\_\_\_\_

THE STATE OF TEXAS \$ \$ \$ Inus COUNTY OF<

**THIS INSTRUMENT** was agreed to and acknowledged before me on this  $\frac{24}{1000}$  day of  $\frac{1000}{1000}$ , 2008, by Steve Mills in his capacity as Senior Vice President of Forestar (USA) Real Estate Group, Inc., a Delaware Corporation, on behalf of said corporation.

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NOTARY PUBLIC, STATE OF TEXAS



My Commission Expires \_\_\_\_

After recording return to: First American Title Insurance Company Patti Z. Rice, Escrow Officer 1220 Augusta Drive, Suite 120 Houston, TX 77057

## THE STATE OF TEXAS **COUNTY OF HARRIS**

THIS INSTRUMENT was agreed to and acknowledged before me on this 25<sup>th</sup> day of June, 2008, by L. Michael Phelps in his capacity as Vice President of DALH-Bastrop Management, L.L.C., a Texas limited liability company, as general partner for and on behalf of DALH-Bastrop, L.P., a Texas limited partnership.

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NOTARY PUBLIC, STATE OF TEXAS



AMIC LEWIS PRINTED/TYPED NAME OF NOTARY

My Commission Expires 1-11-09



Exhibit 'A'

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### EXHIBIT "B"

#### FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE NANCY BLAKEY SURVEY ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN 283.001 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED DATED MARCH 5, 2001 TO FORESTAR (USA) REAL ESTATE GROUP, RECORDED IN VOLUME 1113, PAGE 870 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, SAID TRACT BEING 13.738 ACRES OF LAND (598,427 SQ. FT.) MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rad set in the south right—of—way line of State Highway No. 71, a 300—foot wide public right—of—way, at the northwest corner of that certain tract of land described in a deed to Lloyd Ketha, recorded in Volume 129, Page 493 of the Deed Records of Bastrop County, Taxas, being also in the north line at an ell corner of soid Forestar tract, for the POINT, OF BEGINNING of the herein described 13764 acre tract of land,

THENCE, with the west line of said Kelho tract, being also an east line of said Forestar tract, S01'21'51"E, a distance of 288 48 feet to an iron rod found,

THENCE, crossing said Forestar tract, the following three (3) courses and distances, numbered 1 through 3,

1 S89'26'21"W, a distance of 34.70 feet to an iron rod found,

2. S19'06'04"W, a distance of 226.49 feet to an iron rod found, and

3. S70753'56"E, a distance of 223.42 feet to an iron rod found in the curving west right-of-way line of Hunters Crossing Boulevard, an 80-foot wide public right-of-way,

THENCE, with sold curve to the left having a radius of 640 00 feet, an arc length of 153.21 feet and whose chord bears, S12'28'00'W, a distance of 152.84 feet to an iron rod set at the northeast corner of Lot 1 of Hunters Crossing Section Two—B, a subdivision recorded in Cabinet 4, Silde 105B of the Plat Records of Bastrop County, Texas,

THENCE, departing the west right-of-way line of said Hunters Crossing Bivd, and crossing sold Forestar tract with the north and west lines of said Hunters Crossing Section Two-B, the following two (2) courses and distances, numbered 1 and 2,

1 N84'23'29"W, a distance of 246.55 feet to an iron rod set, and 2 S01'21'33"E, a distance of 297.29 feet to an iron rod set,

THENCE, crassing said Forestar tract, the following three (3) courses and distances, numbered 1 through 3,

 S37'58'04<sup>\*</sup>W, a distance of 14.74 feet to an iron rad set,
S01'21'33'E, a distance of 60.10 feet to an iron rad set, and
S47'50'10"E, a distance of 20.69 feet to an iron rad set in the west line of Lot 1, Hunters Crossing Section Two-A, a subdivision recorded in Cabinel 4, Stide 107A of the Plat Records of Bastrop County, Texas,

THENCE, with the west line of said Lot 1, 501'21'33"E, a distance of 157 57 feet to an iron rad set,

THENCE, crossing said Forestor tract, the following four (4) courses and distances, numbered 1 through 4,

1 N79°27'17"W, a distance of 162 16 feet to an iron rod set,

2. S75 34'09"W, a distance of 128.31 feet to an iron rod set,

3 N67 19'08"W, a distance of 195.92 feet to an iron rod set, and

4. N05'27'31"E, a distance of 1160.90 feet to an iron rod set in the north line of said Forestar tract, being also the south right-of-way line of said State Highway No 71, for the northwest corner of the berein described tract.

THENCE, with the north line of soid Forestor tract, being also the south right—of—way line of said State Highway No. 71, N88'49'00"E, a distance of 504 88 feet to the POINT OF BEGINNING and containing 13.738 acres of land



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### FILED AND RECORDED OFFICIAL PUBLIC RECORDS

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June 26, 2008 03:14:02 PM MARYC FEE: \$68.00 BOOK:1845 PAGE:26-40 ROSE PIETSCH, County Clerk Bastrop, Texas DECL **200808490**