

WARRANTY DEED WITH VENDOR'S LIEN

394 699

THE STATE OF TEXAS   §   170119   KNOW ALL MEN BY THESE PRESENTS:  
                           §  
 COUNTY   OF   HAYS   §

THAT DOUGLAS J. BARCLAY, a single person, of the County of Hays, State of Texas and JAMES S. ERNST, not joined herein by my wife for the reason that the hereinafter described property forms no part of our homestead, of the County of Walker, State of Texas, for and in consideration of the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of his one certain promissory note of even date herewith in the principal sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$187,500.00), payable to the order of Grantors herein, as therein provided, and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to WM. Z. FITZGERALD, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto JACK MCCORMACK & MARGARET M. HUFFMAN, Travis County, Texas, whose mailing address is 4107 Medical Parkway, Austin, Texas 78756, subject to the reservations hereinafter made, all of the following described real property (the "Property") in Hays County, Texas, to-wit:

Being 100.00 acres of land out of the C. AND M. RAILROAD COMPANY SURVEY NO. 171, the C. AND M. RAILROAD COMPANY SURVEY NO. 172, the TYLER TAP RAILROAD COMPANY SURVEY NO. 28, and the H.E. AND W.T. RAILROAD COMPANY SURVEY NO. 198, in Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all legal and relevant purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, his heirs, personal representatives, successors and assigns, and Grantors do hereby bind themselves, their successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the

**DEEDS**  
Hays County, Texas

said Grantee, his heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

394 700 This conveyance is made and accepted subject to any and all easements and rights-of-way, if any, relating to the property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the offices of the County Clerk of Hays County, Texas.

This conveyance is made and accepted subject to any and all mineral reservations, and mineral leases pertaining to oil, gas and other associated liquid hydrocarbons, if any, relating to the property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the offices of the County Clerk of Hays County, Texas.

This conveyance is made and accepted subject to the Restrictive covenants attached hereto as Exhibit "B" and made a part hereof for all legal and relevant purposes.

SAVE AND EXCEPT and there is hereby RESERVED unto Grantors, their heirs and assigns, an undivided one-half (1/2) mineral interest of the oil, gas and other minerals that were conveyed to Grantors by Warranty Deed dated April 4, 1983, recorded in Volume 391, page 46, Hays County Deed Records, provided, however, it is expressly stipulated that Grantors may have been conveyed less than all of the oil, gas and other minerals in, on, under or that may be produced from the above described property, and, in such event, the one-half (1/2) mineral interest to be reserved hereunder shall be one-half (1/2) of the mineral interest Grantors actually own and were conveyed by the above described Deed, which Deed is incorporated herein for all legal and relevant purposes. It is expressly understood and agreed that no leasing rights or executive rights are being retained hereby, and Grantee herein shall have the sole and exclusive right to negotiate for and execute mineral leases covering Grantor's mineral interest in said property.

There is also conveyed an easement in common with the Grantors, their heirs and assigns, for roadway purposes and the

right of ingress and egress to the property herein conveyed, over and across the following described tract of land, said easement being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof for all legal and relevant purposes and which easement shall be a covenant running with the land and shall be binding upon the Grantors, their heirs and assigns.

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But it is expressly agreed that the vendor's lien, as well as the superior title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

Grantees, their heirs, personal representatives, successors and assigns, shall be entitled to partial releases from the vendor's lien herein retained and from the lien created by the aforesaid Deed of Trust in accordance with the terms and provisions providing for partial releases set forth in the aforesaid Deed of Trust.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this the 18th day of May, 1983.

Douglas J. Barclay  
DOUGLAS J. BARCLAY

James S. Ernst  
JAMES S. ERNST

THE STATE OF TEXAS §  
COUNTY OF HAYS §

This instrument was acknowledged before me on this 18th day of MAY, 1983, by DOUGLAS J. BARCLAY.



Michael D. Stevens  
NOTARY PUBLIC, State of Texas  
Michael D. Stevens  
(typed or stamped name of Notary)  
My commission expires: 3-3-84

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on this 18th day  
of May, 1983, by JAMES S. ERNST.

Michael D. Stevens  
NOTARY PUBLIC, State of Texas  
Michael D. Stevens  
(typed or stamped name of Notary)  
My commission expires: 3-3-84

394 702

410 N. BROWN STREET  
NEW BRAUNFELS, TEXAS 78130-8088

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS  
AMERICAN SOCIETY OF CIVIL ENGINEERS

TEXAS SURVEYORS ASSOCIATION  
TELEPHONE: (512) 621-8336

WATER SYSTEMS • SEWER SYSTEMS • SUBDIVISIONS • LAND PLANNING • STREETS • DRAINAGE • SURVEYING

FIELD NOTES  
FOR  
A 100.00 ACRE TRACT

Being 100.00 acres of land and being approximately 46.0 acres of land out of the C. and M. Railroad Company Survey No. 171, approximately 21.0 acres out of the C. and M. Railroad Company Survey No. 172, approximately 17.0 acres out of the Tyler Tap Railroad Company Survey No. 28, and approximately 16.0 acres out of the H. E. and W. T. Railroad Company Survey No. 198, and also being out of the Southern portion of a tract called 2000.00 acres described in Volume 391, Pages 46-56 of the Deed Records of Hays County, Texas, and being more particularly described as follows:

BEGINNING: At an interior fence corner of above referenced tract, for a corner of this tract, said point also being S 87° 54' 33" E 2635.72 feet from the Southwest corner of above referenced tract;

THENCE: N 88° 50' 10" E 678.25 feet to a point for an interior corner of this tract;

THENCE: NORTH 355.31 feet to a point for a corner of this tract;

THENCE: N 88° 50' 10" E 373.0 feet to a point for an interior corner of this tract;

THENCE: N 22° 31' 28" W 1032.51 feet to a point for an angle point of this tract,

THENCE: N 03° 02' 43" W 1183.84 feet to a point for the Northwest corner of this tract;

THENCE: S 88° 47' 20" E 980.16 feet to a point in the Westerly line of a 60 foot road easement, also described in above referenced Deed, for the Northeast corner of this tract;

THENCE: Along said Westerly line of said 60 foot road easement, as follows:

S 07° 45' 31" E	564.17 feet
S 27° 35' 35" E	823.99 feet
S 50° 57' 35" E	288.00 feet
S 23° 19' 00" E	315.53 feet
S 36° 18' 02" E	280.57 feet
S 17° 13' 46" E	267.64 feet
S 60° 27' 56" E	384.55 feet
S 30° 00' 00" E	487.92 feet

to a point in the Southerly line of above referenced tract, for the Southeast corner of this tract;

EXHIBIT "A"

394 703

THENCE: N 87° 36' 17" W 3204.34 feet, along said Southerly line, to a point in an existing fence line, for the Southwest corner of this tract,

THENCE: N 00° 20' 09" W 228.51 feet, along said fence line, to the Place of Beginning and containing 100.00 acres of land, more or less.

I hereby certify these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct, to the best of my knowledge and belief, April 21, 1983.

394 704



  
S. Craig Hollmig  
Registered Public Surveyor

EXHIBIT "A"

RESTRICTIONS AND LIMITATIONS  
EXHIBIT "B"

THE STATE OF TEXAS' §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS

1. That all of the above described lands and premises shall hereafter be used for single family or multi-family residential purposes only, with it being intended that no commercial or business use of any such property shall be permitted and, specifically, that no signs shall be placed on any part or portion of such property indicating a commercial use thereof.
2. No house trailer or mobile home shall be allowed, provided, however, this shall not preclude a pre-manufactured or modular home as defined by the Manufactured Housing Standards Act.
3. Installation of any septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of the Hays County Health Department. No outside toilet shall be permitted.
4. No hogs shall be allowed on any tract nor shall any other animals or fowl be kept on any premises in the subdivision as hereinafter established except household pets not kept for breeding purposes. An owner of tracts comprising as many as five or more acres may have horses, cows, sheep and/or goats but such animals shall be for domestic use only and not for any kind of commercialized stock operation. No lot or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair or wrecking yard shall be located on any tract. Material of any kind stored on any lot shall be arranged in an orderly manner in the rear of the dwelling house on said property and shall be properly covered.
5. An easements 10' in width along all property lines shall be created for installation and maintenance of utilities and drainage facilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvement that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner.
6. No noxious or offensive activity shall be carried on or conducted upon the premises, nor shall anything be done

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which shall or may be or become an annoyance or nuisance to neighbors.

394 706

7. The above described property may fall within the 100 year flood plain, and it is the responsibility of the property owner to make such determination. The property owner will be required to comply with all laws, codes and regulations pertaining to the Federal Flood Insurance Program.
8. The property owner shall be responsible for the drilling and equipping of a water well, the providing of telephone, and the securing of power/electricity to the property.
9. In order to provide a fund for the proper maintenance of roads (hereinafter called "Maintenance Fund") there is hereby imposed an annual maintenance charge which shall not exceed Six and No/100 Dollars (\$6.00) per month, provided, however, that at any time the property is subdivided into two or more parcels, each parcel so created shall likewise be responsible for an annual maintenance charge not to exceed Six and No/100 Dollars (\$6.00) per month. Such maintenance charge shall be determined annually by the Stagecoach Ranch Property Owners Association based upon the projected cost of operating, maintaining and repairing such roads. Once assessed by the Association such maintenance charge shall be payable at such intervals as selected from time to time by the Association. Any delinquent maintenance charge shall accrue interest at an annual rate determined from time to time by the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The maintenance charge hereby imposed shall not apply to Owner, or to any tract to which Owner holds both the record and beneficial title.

Neither Owner nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

The Association may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the roads which the owners and/or occupants of tracts may be privileged or shall have the right to use, and regardless of their location. It is agreed and understood that the judgment of the Association, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Association, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon the property subject to such charge. There is hereby granted unto the Association an express lien to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provision hereof. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of making repairs or constructing dwellings or any other improvements whatsoever on any portion of any tract, or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose.

10. The sale of beer, liquor or other intoxicants shall never be



permitted on any part of this property.

11. No firearms shall be discharged from or into this property.
12. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

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**394 708**

Being a 60 foot road easement out of various surveys in Travis and Hays Counties and also being a part of the First Tract, called 2000.0 acres and a part of the Second Tract, called 500.0 acres, conveyed by Lenoir M. Josey, Inc. to the Bay Area Council, Inc., Boy Scouts of America, by Deed recorded in Volume 220, Pages 522-523 of the Deed Records of Hays County, Texas, and being more particularly described as follows:

**BEGINNING:** At a point in the North fenced line of above referenced tract, in the South line of Hamilton Poole Road, for the Northeast corner of this easement, said point being N 46° 38' 30" W 163.91 feet, N 54° 47' 16" W 212.81 feet, N 66° 24' 55" W 162.14 feet, and S 87° 43' 29" W 168.07 feet from the Northeast fence corner of above referenced First Tract;

**THENCE:** Along the Easterly line of this 60 foot road easement, along a curve to the left, having a central angle of 80° 53' 13", a radius of 25.0 feet, a tangent of 21.31 feet, an arc length of 35.29 feet, and a chord bearing and distance of S 47° 16' 48" W 32.44 feet to the end of said curve;

**THENCE:** S 06° 50' 12" W 1129.66 feet to the beginning of a curve to the right;

**THENCE:** Along said curve having a central angle of 20° 53' 47", a radius of 542.29 feet, a tangent of 100.0 feet, an arc length of 197.78 feet, and a chord bearing and distance of S 17° 17' 05" W 196.68 feet to the end of said curve;

**THENCE:** S 27° 43' 59" W 191.61 feet to the beginning of a curve to the left;

**THENCE:** Along said curve having a central angle of 57° 45' 56", a radius of 270.0 feet, a tangent of 148.94 feet, an arc length of 272.21 feet, and a chord bearing and distance of S 01° 08' 59" E 260.83 feet to the end of said curve;

**THENCE:** S 30° 01' 58" E 294.0 feet to the beginning of a curve to the right;

**THENCE:** Along said curve having a central angle of 43° 04' 41", a radius of 304.03 feet, a tangent of 120.0 feet, an arc length of 228.59 feet, and a chord bearing and distance of S 08° 29' 37" E 223.24 feet to the end of said curve;

**THENCE:** S 13° 02' 44" W 148.80 feet to the beginning of a curve to the left.

**THENCE:** Along said curve having a central angle of 12° 47' 38", a radius of 891.95 feet, a tangent of 100.0 feet, an arc length of 199.17 feet, and a chord bearing and distance of S 06° 38' 55" W 198.76 feet to the end of said curve;

**THENCE:** S 00° 15' 07" W 689.77 feet and S 00° 12' 50" E 698.87 feet to the beginning of a curve to the left;

**THENCE:** Along said curve having a central angle of 24° 40' 55", a radius of 457.07 feet, a tangent of 100.0 feet, an arc length of 196.9 feet, and a chord bearing and distance of S 12° 33' 17" E 195.38 feet to the end of said curve;

**THENCE:** S 24° 53' 44" E 502.72 feet to the beginning of a curve to the left;

**THENCE:** Along said curve having a central angle of 21° 56' 00", a radius of 516.06 feet, a tangent of 100.0 feet, an arc length of 197.55 feet, and a chord bearing and distance of S 35° 51' 45" E 196.35 feet to the end of said curve;

**THENCE:** Continuing along the Easterly line of this 60 foot road easement, as follows:

S 46° 49' 45" E	281.40 feet
S 12° 41' 31" E	426.18 feet
S 01° 07' 56" W	585.71 feet
S 16° 33' 54" E	301.25 feet
S 51° 54' 30" E	155.33 feet
S 79° 39' 48" E	462.10 feet
S 59° 30' 56" E	275.81 feet
S 39° 54' 37" E	220.12 feet
S 17° 22' 04" E	625.85 feet
S 08° 09' 03" W	397.47 feet
S 17° 51' 57" E	888.28 feet
S 15° 33' 28" W	313.55 feet
S 12° 11' 16" E	226.21 feet
S 00° 09' 40" E	423.53 feet
S 28° 11' 00" E	153.53 feet
S 19° 33' 33" E	80.67 feet
S 17° 32' 41" E	275.67 feet
S 37° 45' 11" E	317.84 feet
S 55° 38' 04" E	144.24 feet
S 06° 35' 52" W	292.89 feet
S 20° 41' 41" W	260.65 feet
S 07° 45' 31" E	538.46 feet
S 27° 35' 35" E	801.09 feet
S 50° 57' 35" E	290.36 feet
S 23° 19' 00" E	323.47 feet
S 36° 18' 02" E	283.82 feet
S 17° 13' 46" E	253.94 feet
S 60° 27' 56" E	462.98 feet
S 14° 29' 16" W	62.13 feet
S 30° 00' 00" E	423.98 feet

394 709

to a point for the Southeast corner of this easement;

THENCE: N 87° 36' 17" W 71.06 feet to a point for the Southwest corner of this 60 foot road easement;

THENCE: Along the Westerly line of this 60 foot road easement, as follows:

N 30° 00' 00" W	487.92 feet
N 60° 27' 56" W	384.55 feet
N 17° 13' 46" W	267.64 feet
N 36° 18' 02" W	280.57 feet
N 23° 19' 00" W	315.53 feet
N 50° 57' 35" W	288.00 feet
N 27° 35' 35" W	823.99 feet
N 07° 45' 31" W	564.17 feet
N 20° 41' 41" E	268.44 feet
N 06° 35' 52" E	249.25 feet
N 55° 38' 04" W	117.46 feet
N 37° 45' 11" W	337.97 feet
N 17° 38' 04" W	348.42 feet
N 28° 08' 10" W	176.10 feet
N 00° 09' 40" W	432.18 feet
N 12° 11' 16" W	234.71 feet
N 15° 33' 28" E	310.36 feet
N 17° 51' 57" W	884.12 feet
N 08° 09' 03" E	397.74 feet
N 17° 22' 04" W	600.30 feet
N 39° 54' 37" W	197.80 feet
N 59° 30' 56" W	254.78 feet
N 79° 39' 48" W	466.26 feet
N 51° 54' 30" W	189.27 feet
N 16° 33' 54" W	329.70 feet
N 01° 07' 56" E	587.78 feet
N 12° 41' 31" W	400.48 feet
N 46° 49' 45" W	262.98 feet

to the beginning of a curve to the right;

394 710  
THENCE: Along said curve having a central angle of  $21^{\circ} 56' 00''$ , a radius of 576.06 feet, a tangent of 111.63 feet, an arc length of 220.52 feet, and a chord bearing and distance of  $N 35^{\circ} 51' 45'' W$  219.18 feet to the end of said curve;

THENCE:  $N 24^{\circ} 53' 44'' W$  502.72 feet to the beginning of a curve to the right;

THENCE: Along said curve having a central angle of  $24^{\circ} 40' 55''$ , a radius of 517.07 feet, a tangent of 113.13 feet, an arc length of 222.74 feet, and a chord bearing and distance of  $N 12^{\circ} 33' 17'' W$  221.03 feet to the end of said curve;

THENCE:  $N 00^{\circ} 12' 50'' W$  699.11 feet and  $N 00^{\circ} 15' 07'' E$  690.01 feet to the beginning of a curve to the right;

THENCE: Along said curve having a central angle of  $12^{\circ} 47' 38''$ , a radius of 951.95 feet, a tangent of 106.73 feet, an arc length of 212.57 feet, and a chord bearing and distance of  $N 06^{\circ} 38' 55'' E$  212.13 feet to the end of said curve;

THENCE:  $N 13^{\circ} 02' 44'' E$  148.80 feet to the beginning of a curve to the left;

THENCE: Along said curve having a central angle of  $43^{\circ} 04' 41''$ , a radius of 244.03 feet, a tangent of 96.32 feet, an arc length of 183.48 feet, and a chord bearing and distance of  $N 08^{\circ} 29' 37'' W$  179.18 feet to the end of said curve;

THENCE:  $N 30^{\circ} 01' 58'' W$  294.0 feet to the beginning of a curve to the right;

THENCE: Along said curve having a central angle of  $57^{\circ} 45' 56''$ , a radius of 330.0 feet, a tangent of 182.04 feet, an arc length of 332.71 feet, and a chord bearing and distance of  $N 01^{\circ} 08' 59'' W$  318.79 feet to the end of said curve;

THENCE:  $N 27^{\circ} 43' 59'' E$  191.61 feet to the beginning of a curve to the left;

THENCE: Along said curve having a central angle of  $20^{\circ} 53' 47''$ , a radius of 482.29 feet, a tangent of 88.94 feet, an arc length of 175.90 feet, and a chord bearing and distance of  $N 17^{\circ} 17' 05'' E$  174.92 feet to the end of said curve;

THENCE:  $N 06^{\circ} 50' 12'' E$  1112.01 feet to the beginning of a curve to the left;

THENCE: Along said curve having a central angle of  $99^{\circ} 06' 47''$ , a radius of 25.0 feet, a tangent of 29.33 feet, an arc length of 43.25 feet, and a chord bearing and distance of  $N 42^{\circ} 43' 12'' W$  38.05 feet to a point in the South line of Hamilton Poole Road, for the Northwest corner of this easement;

THENCE:  $N 37^{\circ} 43' 29'' E$  111.41 feet, along said South line, to the Point of Beginning.

EXHIBIT C  
Page 3 of 3

STATE OF TEXAS  
COUNTY OF HAYS

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 named RECORDS of Hays County, Texas, as stamped hereon by me.



June 1, 1983  
Lester B. Clayton  
COUNTY CLERK  
HAYS COUNTY, TEXAS

Lester B. Clayton  
COUNTY CLERK

FILED  
HAYS COUNTY, TEXAS  
JUN 31 PM 4 05