216-1241

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HS LANDS HOLDING-LAMPASAS, LLC TO JAMIE BOYD AND JAMIE AHRLETT-BOYD

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

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

THAT HS LANDS HOLDING-LAMPASAS, LLC, a Texas limited liability company, ("Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of the Promissory Note in the original principal sum of NINETY-THREE THOUSAND and NO/100 ($93,000.00) DOLLARS, payable to the order of Capital Farm Credit, FLCA ("Lender") and bearing interest at the rate therein provided; said Note(s) containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Lender and also being secured by a Deed of Trust from Grantee to Ben R. Novosad, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto JAMIE BOYD and JAMIE AHRLETT-BOYD, ("Grantee") all of the following described real property in Gillespie County, Texas, to-wit:

> BEING 10.588 acres of land, more or less, situated in Gillespie County, Texas, part of the G. Schumann Survey No. 455, Abstract No. 1543, and is commonly known as Tract 11 of Williams Creek Ranch, an unrecorded subdivision; said 10.588 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof.

Grantor, for the same Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without express or implied

warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

Property taxes for the current year have been prorated and are henceforth assumed by Grantee.

THERE IS HEREBY RESERVED unto Grantor, its successors and assigns, all interest in and to the oil, gas and other minerals in and under and that may be produced from the above described property which Grantor may own as of the date of this deed.

Grantor waives and releases, on behalf of Grantor and Grantor's heirs, successors and assigns, all rights of ingress and egress to enter upon the surface of the land for the purposes of drilling production and/or storage of oil, gas, and/or other minerals.

This conveyance is made and accepted subject to the following Restrictive Covenants:

1. There shall be no mobile homes installed on the property. Cabins shall be a minimum of 500 square feet and main residential dwellings shall be a minimum of 1100 square feet.

2. All perimeter fences erected on any tract shall be of a new material and erected in accordance with professional fence building standards regarding quality and appearance.

3. Except for placement of entrance and other gates, fences, roadways, wells, well houses, and septic systems, nothing shall be stored, placed or erected on any tract nearer than 50 feet from any boundary line of such tract.

4. There shall be no commercial livestock feeding operation conducted on the property.

5. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted on any tract. Property owners are to keep their respective tracts of land clean and neat in appearance and free of litter at all times.

6. Any hunting shall be done in a safe and responsible manner and in constant regard to other property owners. Feeders and/or hunting blinds (stands) shall be a

minimum of 100 feet from any property line and shall not be visible from any public road.

The above restrictive covenants shall run with and bind the herein described premises and shall be effective until the expiration of fifty (50) years after the date of this deed, and shall be binding upon grantees, their heirs, successor or assigns, and shall be enforceable by the Grantors herein, their heirs, successors or assigns, to any real properties presently owned by the Grantors, adjacent to the herein described property.

This conveyance is further made and accepted subject to the following exceptions ("Exceptions") to the extent the Exceptions are valid and subsisting and affect the property conveyed herein, and without waiving rights or defenses relating to any such Exceptions and without ratifying, creating or reviving any such Exceptions:

1. Rights of tenant in possession under unrecorded grazing lease.

2. Rights of the Public in and to any portion of the above described property contained within the bounds of Schumann Road, a public roadway.

3. Rules, regulations and orders governing subdivision, sanitation and waste disposal, and the drilling, construction, and use of water wells as passed by the Commissioners' Court of Gillespie County, Texas, and the Texas Commission on Environmental Quality.

4. The following matters, all as shown on survey prepared by Josh W. Leamons, Registered Professional Land Surveyor No. 6276, dated November 8, 2016, revised January 3, 2017:

   (a) Pedestal
   (b) Schumann Road.

Notwithstanding anything in this Deed to the contrary, the Exceptions shall only affect the Property to the extent that such Exceptions are valid and effective as of the date of this Deed and mere reference herein shall not be deemed to impose, reimpose, or reinstate such Exceptions if and to the extent any such Exceptions are not valid and effective as of the date of this Deed.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, their heirs, successors, and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, subject to the foregoing exceptions, all and singular the said Property unto the said Grantee, heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described Property, is retained against the above described Property, 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.

Lender, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the above described Property as is evidenced by the hereinbefore described note, the Vendor's Lien, together with the Superior Title to said Property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED, to said Lender, without recourse.

EXECUTED this 26 day of January, 2017.

[END OF PAGE]

HS LANDS HOLDING-LAMPASAS, LLC
a Texas limited liability company

BY: HS BUSINESS SERVICES, LLC
a Texas limited liability company,
its Manager

By: _____
CLAY SIGNOR
Manager

GRANTEE'S ADDRESS:
1105 TIMBER CREEK DRIVE
WEATHERFORD, TEXAS 76086

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on this the 26 day of January, 2017, by CLAY SIGNOR, as Manager of HS BUSINESS SERVICES, LLC, a Texas limited liability company, Manager of HS LANDS HOLDING-LAMPASAS, LLC, a Texas limited liability company, Grantor.



_____
Notary Public in and for
the State of Texas

216-1241 1/25/17

Page 1 of 2

EXHIBIT "A"

SEARCHERS
LAND SURVEYING, LLC
MASON | BERTRAM
P.O. Box 528 Mason, Texas 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1203 Bertram, Texas 78605 | 806-252-9810 | TBPLS Firm #10194211
SEARCHERSLS.COM

TRACT 11
WILLIAMS CREEK RANCH

LEGAL DESCRIPTION: Being 10.588 acres of land out of the G. Schumann Survey No. 455, Abstract No. 1543 in Gillespie County, Texas, being known as Tract 11 of Williams Creek Ranch, and unrecorded subdivision, and being a portion of that certain 96.829 acre tract described in Instrument No. 20164412 of the Official Public Records of Gillespie County, Texas; Said 10.588 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in October 2016:

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone 4203. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275"

BEGINNING at a PK nail set in the centerline of Schumann Road, a county road, the west line of said 96.829 acre tract and the east line of the remainder of that certain 480.3 acre tract described in Volume 101, Page 463 of the Deed Records of Gillespie County, Texas, for the southwest corner hereof, and from which a 3/8 inch iron rod found for a corner of said 96.829 acre tract and the northwest corner of that certain 10.163 acre tract, known as Tract 14 of Williams Creek Ranch, described in Instrument No. 20165539 of said Official Public Records and a 10 inch cedar fence corner post found bears South 51°13'29" East a distance of 2280.69 feet;

THENCE along the centerline of said Schumann Road, the west line of said 96.829 acre tract, and the east line of the remainder of said 480.3 acre tract, the following 4 courses:

1. North 20°13'05" East a distance of 203.82 feet to a 3/8 inch iron rod found;
2. North 22°20'04" East a distance of 182.89 feet to a 3/8 inch iron rod found;
3. North 14°26'47" East a distance of 85.52 feet to a 3/8 inch iron rod found;
4. North 04°18'45" East a distance of 91.13 feet to a 3/8 inch iron rod found for a corner of that certain 10.995 acre tract, known as Tract 10 of Williams Creek

Ranch, described in Instrument No. 20166322 of said Official Public Records, the most northerly southwest corner of that certain 2.758 acre 40 foot wide electric easement described in Instrument No. 20165198 of said Official Public Records, and the northwest corner hereof, and from which a 1/2 inch iron rod set bears South 90°00'00" East a distance of 30.03 feet;

THENCE crossing said 96.829 acre tract along the south and west lines of said 10.995 acre tract (Tract 10) and the south and west lines of said 2.758 acre easement, the following 2 courses:

1. South 90°00'00" East a distance of 775.51 feet to a 1/2 inch iron rod set for the northeast corner hereof;
2. South 04°35'57" West a distance of 203.69 feet to a 1/2 inch iron rod set for a corner of said 10.995 acre tract (Tract 10);

THENCE crossing said 96.829 acre tract, the following 2 courses:

1. South 04°35'57" West a distance of 378.16 feet along the west line of said 2.758 acre electric easement to a 1/2 inch iron rod set, and from which a 1/2 inch iron rod set for the northeast corner of said 10.163 acre tract (Tract 14) bears South 04°35'57" West a distance of 120.05 feet;
2. North 87°04'24" West, at a distance of 866.74 feet pass a 1/2 inch iron rod set, continue in all a total distance of 898.16 feet to the POINT OF BEGINNING containing 10.588 acres of land, more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
January 30, 2017 04:03:28 PM
FEE: $44.00 AHERRERA 20170437
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