

THE STATE OF TEXAS  
COUNTY OF HOOD

KNOW ALL MEN BY THESE PRESENTS:

That REPUBLIC LAND COMPANY, a Texas corporation, d/b/a PECAN PLANTATION (hereinafter referred to as Dedicator) is the owner of certain land in Hood and Johnson Counties, Texas, and described in Exhibit A attached hereto, a map or plat of which is also attached hereto as Exhibit B, which plat (being in two parts marked Map "A" and Map "B") is adopted by Dedicator as its plan for subdividing said land into lots and blocks as shown thereon, the same to be known as "PECAN PLANTATION, UNIT I," an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property and other land in and near UNIT I of PECAN PLANTATION in installments, from time to time, so as to develop the same in an orderly manner with areas for single family residences, areas for condominiums, areas for apartments, areas for commercial development, areas for marinas, and areas for recreational uses, with their allied facilities; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the lots in PECAN PLANTATION, UNIT I, so as to provide for the preservation of the values and amenities in said development and the maintenance of the facilities thereof for the benefit of the present and future owners of said lots:

NOW, THEREFORE, REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION, declares that the above described property designated as PECAN PLANTATION, UNIT I, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

## I. DEFINITIONS

As used herein the following terms shall have the meanings indicated:

A. "Dedicator" shall mean, and where appropriate shall include the successors and assigns, of REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION.

B. "The property" shall mean the real property described in Exhibit A attached hereto.

C. "Lot" shall mean a single piece or parcel of land shown as a numbered lot on the plat attached as Exhibit B. The term shall not include any area or tract designated as a recreational facility or as a private way or any area shown as "undeveloped".

D. "Corner lot" shall mean a lot which abuts on more than one private way or street.

E. "Outbuilding" shall mean any building improvement which is located on a lot but not connected to the residence.

F. "Owner" shall mean the beneficial owner of any lot and shall not include the mortgagee of any such lot unless and until such mortgagee acquires title to same pursuant to foreclosure or any proceeding in lieu of foreclosure.

G. "Association" shall mean the PECAN PLANTATION OWNERS ASSOCIATION, INC., a non-profit corporation organized for the purposes stated in paragraph III C 5 below, and shall include the successors and assigns of such corporation.

## II. EASEMENTS

A. Easements designated on the plat as "private ways" shall provide Dedicator, its successors and assigns and the owners of the lots with the right of ingress and egress to the area and facilities thereof and to adjoining land and are reserved as private ways, and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself the right to convey said easements or rights therein to the

Association, to be retained by said Association for the benefit of the properties or, in the discretion of the Association, to be dedicated to the public as public ways and easements.

B. Easements designated as "private river and lake access easements" are reserved for the exclusive use of the designated lots adjoining such easements to provide ingress and egress to the Brazos River.

C. Dedicator reserves to itself an easement and right to construct and maintain in, over and across the easements and private ways shown on said plat, utilities of every kind, including but not limited to sewers, water mains, gas mains, irrigation systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 10 feet in width is hereby reserved along the front and an easement of 5 feet in width is hereby reserved along each side and back boundary line of each lot as may be necessary for the installation and maintenance of said utilities and lines, except as to river front lots and no utility easement is reserved along the property line adjacent to the river.

### III. RESTRICTIONS, COVENANTS AND RESERVATIONS

#### A. USE OF LAND.

1. Residential use only. No lot shall be used for other than residential purposes and no building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling with a private garage, appropriate outbuildings approved under paragraph B 1 below, boat houses, and servant's house for use of bona fide servants. No soil or trees shall be removed for any commercial use. No trees with a diameter exceeding 2" shall be cut from any lot without the prior written consent of Dedicator.

2. Temporary Structures. No structure of a temporary character, trailer, mobile or movable home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

3. Storage. No lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any lot as residential property. No tank for the storage of any fluid or gas may be constructed or maintained on any lot above the surface thereof.

4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any lot, excepting (a) dogs, cats or other household pets not kept for commercial purposes, and (b) horses kept on lots as agreed upon subsequent hereto by Dedicator.

5. Firearms. Use of firearms on any part of the property is prohibited except in areas that may be designated for such purpose by the Dedicator.

6. Nuisances. No noxious, offensive, dangerous or noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure.

7. Towers and Wires. No radio or television towers or aerial wires over 30 feet shall be maintained over any part of any lot not occupied by a structure.

8. Drilling and excavation. No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any lot. No sand, gravel or earth shall at any time be excavated or dug out of any lot, except for the purpose of laying the foundation of a residence thereon, erecting such residence, improving the gardens or grounds thereof, or as permitted in paragraph B 13 of this Article with reference to docks and boathouses. No lot abutting on the Brazos River shall be increased in size by filling in the water it abuts.

9. Water Wells. No water wells shall be drilled upon any lot so long as water for domestic use shall otherwise be available to the owners of said lots, but nothing herein shall be construed to prohibit Dedicator or its

assignee or nominee from drilling and equipping a well or wells on any property located in or near the subdivision for the purpose of supplying water to the owners of any lots.

10. Advertising Signs. All advertising signs are prohibited without written consent of the Dedicator.

#### B. CONSTRUCTION OF IMPROVEMENTS

1. Approval of plans. No building, fence or structure of any kind shall be erected or altered on any lot until the plans therefor, including suitability of materials and design, specifications, plot-plan, and compatibility with surrounding lots have been approved in writing by Dedicator, which right of approval may be transferred to an architectural committee of the Association. In the event of disapproval of any such plans, specifications, materials, designs or plot-plans, notice of such disapproval shall be by delivery in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice may set forth the elements disapproved and the reason therefor, but need not contain suggestions as to methods to cure any matters disapproved. The judgment of Dedicator or its assigns in this respect and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials or plot-plans is not given within 30 days after same have been submitted, it will be presumed that same have been approved.

2. Floor area. There shall not be erected or permitted to remain on any lot a residence having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than the minimum number of square feet as set out for the respective lots as follows:

<u>Lots</u>	<u>Minimum Square Feet</u>
5 and 26; 31 thru 64, inclusive; 72 thru 81, inclusive; 86 thru 91, inclusive; 96; 118 thru 129, inclusive; 134 thru 145, inclusive; 150 thru 161, inclusive; and 164 thru 241, inclusive	1,200
1 thru 24, inclusive; 27 thru 30, inclusive; 65 thru 71, inclusive; 82 thru 85, inclusive; 92 thru 95, inclusive; 97 thru 117, inclusive; 130 thru 133, inclusive; 146 thru 149, inclusive; 162 and 163; and 242 thru 258, inclusive	1,600

3. Exterior walls. At least 50% of the exterior wall surface of any residence shall be constructed of stone, masonry veneer, stucco, or glass building materials commonly used, unless written exception to such requirement is given by Dedicator or its architectural committee.

4. Building lines. No building, fence or structure of any kind shall be located on any lot within 25 feet of the front lot line except lots facing a cul-de-sac, where the set back line is reduced to 15 feet and except upon prior approval of the Dedicator. For the purpose of this restriction, eaves, steps and open porches shall be considered as part of a building. Lots shall "front" on the adjoining private way; corner lots shall be deemed to "front" on the private way adjoining the shortest lot line. No part of any structure shall be erected or maintained closer than seven feet to any side lot line. No part of any structure shall be erected or maintained on any portion of any river front lot without the prior approval of Dedicator as to the location of said structure.

5. Garages. Every garage shall be an enclosed structure attached to the residence or to a breezeway or covered porch attached to the residence. Every garage shall have the capacity to contain at least two automobiles. No garage shall face any street or private way except upon prior written approval of the Dedicator.

6. Outbuildings. Outbuildings shall be of design and construction compatible with that of the residence. No outbuilding shall exceed the residence in height, except upon prior approval of the Dedicator. Cooling towers and all other mechanical units must be located at the side or rear of the residence and must be screened to the satisfaction of the Dedicator.

7. Structures on easements. No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II C which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which Dedicator, a public authority, or utility company is responsible.

8. Sidewalks. No sidewalks shall be permitted in the parkway parallel with private ways, but this provision does not exclude sidewalks or driveways from private ways or streets to the buildings.

9. Mail boxes. The location, size and design of all mail boxes shall be subject to the prior approval of Dedicator.

10. Time for Construction. All exterior improvements shall be completed within six months from the beginning of construction, unless prevented by war, strikes or acts of God. Any outbuilding shall be constructed at the same time or subsequent to the construction of the residence it is intended to serve.

11. Sewage Facilities. All lavatories, toilets and bath facilities shall be installed indoors and, where sewer service is not made available by Dedicator, shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of any governmental authorities having jurisdiction, and no outside or surface toilets shall be permitted under any circumstances. Owners of lots to which Dedicator makes sewer service available shall be required to connect to, use and pay for same. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

12. Irrigation. An irrigation system for the irrigation of pecan trees has been installed by Dedicator on some lots. Upon purchasing any such lot, the purchaser will be required to elect either (a) to waive the use of the irrigation system on the lot, in which event the irrigation system will be removed from the lot or capped at Dedicator's election, or (b) to use and maintain the irrigation system on the lot, in which event Dedicator shall have the right to irrigate the trees on such lot at Dedicator's convenience and without notice to the owner, with the owner having the right to install a valve permitting the irrigation system to the lot to be turned on and off, at the owner's expense and in compliance with the Dedicator's reasonable requirements, during periods when said irrigation system is being used by Dedicator in a location coinciding with owner's lot.

13. Docks and boathouses. Owners of lots abutting on the Brazos

River shall not construct or permit the construction of any improvement, including but not limited to docks and boathouses, which extends beyond the rear lot line into the river channel. Owners of such lots may, however, with the prior approval of the Dedicator, (a) construct within the lot lines of each such lot a dock or boathousing facility in the form of a cut-out or dug-out with seawall, and (b) deepen the river channel adjacent to such lot by dredging. All work performed under the authority of the preceding sentence shall comply with any rules or regulations of any governmental authority.

14. Polution. No lot abutting on the Brazos River shall be used for any purpose that would result in pollution of the river by refuse, sewage, or other material that might tend to pollute the river or otherwise impair the ecological balance of surrounding lands.

#### C. GENERAL

1. Subdivision of lots. No lot shall be subdivided without prior approval of the Dedicator; provided, however, that Dedicator expressly reserves the right to subdivide any lot to which it shall hold title.

2. Pumping from river. The pumping of water from the Brazos River is prohibited except by special permit, in writing, granted by any governmental authority.

3. Recreational facilities. Dedicator covenants that it will construct and complete the following recreational facilities: 18 hole golf course, clubhouse, swimming pool, marina with boat launching ramp, tennis courts, skeet range, equestrian center, landing strip, and beach recreational areas.

4. Disposition of lot. No sale, transfer, lease or other disposition of any lot shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Association. In the event of a disposition or attempted disposition in violation of the preceding sentence, Dedicator shall have the absolute right and option to acquire said lot (or the interest disposed of or proposed to be disposed of)



at the same price and on the same terms as were offered to the purchaser or transferee. This restriction shall not apply, however, to lenders who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, or to a transfer of such property pursuant to a duly probated will or by virtue of intestacy; but as to any such excepted disposition Dedicator shall have an absolute right and option to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer, or otherwise dispose of the same, at the same price and on the same terms of any good faith offer to purchase acceptable to such transferee.

5. Membership in Association. Upon the approval of a purchaser's application for membership in the Association and the execution of a sales contract or the acceptance of a deed, each purchaser of a lot (whether from Dedicator or a subsequent owner) shall become a member of the Association, a non-profit corporation organized for the purpose of providing its members with a clubhouse and private recreational facilities and of establishing and maintaining private ways, security protection and other services for the common benefit of all lot owners. Said membership shall be conditioned upon observance of the rules and regulations established by the Association for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as the Association shall find necessary for the maintenance of the aforesaid facilities and services and any other services and benefits which the Association may provide for the benefit of the lots, facilities, and members.

6. Lien for amounts owed to Association. By the acceptance and retention of title to any lot each owner, his heirs and assigns, who is or becomes a member of the Association covenants and agrees that the Association shall have a lien upon the subject lot or lots (second only to liens for taxes and any duly recorded mortgage) to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in connection with the collection of the same. This

covenant and agreement shall be in addition to and shall not be affected by any contract, security agreement, or application which such owners, their heirs or assigns, may enter into with the Association.

7. Non-members of Association. If, notwithstanding the requirement of membership in the Association as a condition to the purchase of a lot, title to any lot shall be acquired by a party who has not been approved for membership in the Association, or if any owner shall be approved for membership but later cease to be a member of the Association, then, nevertheless, said owner, by acceptance and retention of title to a lot, covenants and agrees that he will bear and pay such portion of the specific expenses required and expended by the Association, its successors and assigns, solely for the maintenance of the facilities and services for which he would be required to pay if he were then in fact a member of such Association and as determined by the accountant for such Association. Further, each owner, on behalf of himself, his heirs and assigns, does hereby covenant and agree that the Association shall have a lien upon the subject lot or lots (second only to liens for taxes and any duly recorded mortgage) to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of the same. Unimproved lots owned by Dedicator or by a corporation or other entity with substantially the same ownership and control as Dedicator shall not be subject to such assessment.  
upon.

8. Assessments. Beginning completion of Clubhouse and opening of the Golf Course each purchaser of a lot from Dedicator, and the successors and assigns of said purchaser, shall be assessed the sum of \$15.00 per month payable to the Association for the maintenance and operations of the Association's services and facilities, and Dedicator shall pay all other sums incurred by the Association for the construction, development, and operation of its facilities and services. Such assessments shall continue until such time as Dedicator, if it elects to do so in its discretion, has transferred the voting rights in the stock to the membership at large of the Association; thereafter,

such assessment shall be determined by the Association in accordance with its By-Laws. Neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by the Association for any unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

9. Golf Course Lots. The owners of lots abutting on the golf course shall permit the doing of every act necessary and proper to the playing of golf on the golf course, including but not limited to the recovery of golf balls from such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club maintaining a golf course.

10. Pecan operations. At the time of this dedication an entity related to dedicator with substantially the same ownership as Dedicator operates property adjoining some of the lots which it intends to use for the purposes of planting, growing, and cultivating pecan trees and gathering pecans therefrom for commercial sale (hereinafter called "pecan operations"). Dedicator reserves to itself, all entities with substantially the same ownership as dedicatör, and all owners or lessees or operators of said pecan operations, the right to do any acts and use any any machinery and equipment reasonably necessary or desirable in connection with the pecan operations, including but not limited to plowing, planting, aerial and ground spraying, irrigation, fertilization, cultivation and gathering. By acceptance and retention of title to a lot in PECAN PLANTATION, each owner agrees on behalf of himself and his heirs, assigns, guests and invitees that Dedicator, all entities with substantially the same ownership as dedicator, and all owners or lessees or operators of said pecan operations, shall not be liable for any damage or injury resulting directly or indirectly from such pecan operations unless said damage or injury is caused by the conducting of such operations in an imprudent and negligent manner. Dedicator further intends and reserves to itself, all entities with substantially the same ownership as dedicator, and all lessees or operators of said pecan operations, or any other owner of said pecan orchard adjoining some of the lots, the right to construct and maintain

fences separating the land to be used for pecan operations from the lots, private ways, and recreational facilities. By acceptance and retention of title to a lot in PECAN PLANTATION, each owner agrees that he, his family and guests, shall observe and respect such fences and refrain from crossing same and shall respect the privacy of the land on which pecan operations are conducted.

11. Unsold lots. Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots.

12. Interpretation. In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of the Dedicator shall be final and binding on all interested persons.

13. Severability. All of the restrictions, covenants, and reservations appearing herein shall be construed together, but if any one or more of the same shall be held to be invalid or for any reason are not or cannot be enforced, none of the other restrictions, covenants and reservations shall be affected or impaired thereby but shall remain in full force and effect.

14. Enforcement. These restrictions, covenants, and conditions may be enforced by Dedicator herein or by the owner of any lot in PECAN PLANTATION, UNIT I, either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Association may file suit to collect any of the charges, dues and expenses mentioned in paragraphs 5, 6, 7 and 8 above, all of which shall be payable to the Association in Hood and Johnson Counties, Texas, or to enforce foreclosure of any lien therein granted.

15. Duration. All of the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 1997, at which time all restrictions and covenants herein set forth

shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 1997 the owners of the beneficial title of a majority of the lots herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood and Johnson Counties, Texas release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land owned by Dedicator or change or modify any covenant or agreement of any lot owner with respect to any such land.

16. Additional Subdivisions. As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land in or near PECAN PLANTATION, UNIT I from time to time so as to develop same as a part of PECAN PLANTATION. Developer therefore reserves the right to add to PECAN PLANTATION from time to time other land in and near PECAN PLANTATION, UNIT I; to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Developer shall deem advisable, whether more or less stringent than those provided herein; to extend the private ways shown on Exhibit B attached hereto so as to serve such additional subdivided land; to use the easements reserved herein to serve such additional subdivided land; and to grant to the purchasers of such additional subdivided land the right to become members of the Association and to use the recreational facilities and private ways provided for herein. It is specifically understood that Developer may develop some additional land for single family residences, some for apartments, some for condominiums, and some for commercial uses and may at its election create and install additional recreational facilities. Unless otherwise provided in the instrument creating any future subdivision of PECAN PLANTATION, all purchasers of lots in PECAN PLANTATION, UNIT I, and all purchasers of lots in such

additional subdivisions shall be entitled equally to the use of all private ways and recreational facilities provided for in all such subdivisions, to enforce any restriction, covenant or condition provided for therein, to participate in any modification or change in said restrictions, covenants, and conditions under paragraph 15 above, and to become members of the Association, just as though all of said subdivisions had been created at one time and by one instrument.

17. Dedicator shall have the right to grant to one or more corporations, partnerships or other entities the right to use the easements herein reserved for any of the purposes or uses for which such easements are designated; to grant and convey to its successors or assigns ( or, at its election, to assign to the Association) the discretions, approval rights, and enforcement rights retained by Developer with respect to any of the lots; and to grant to its successors or assigns the benefit of all provisions hereof which relate to any other land now owned by Dedicator.

18. All of the covenants and agreements undertaken or assumed by purchasers or owners of lots hereunder, and all of the restrictions, covenants, liens and reservations imposed upon any of the lots hereunder, shall run with said lots and each of them and shall be binding on each purchaser from Dedicator and on such purchaser's heirs, administrators, executors and assigns.

Executed this 26th day of July, 1972.

REPUBLIC LAND COMPANY, d/b/a  
PECAN PLANTATION

ATTEST:

Phyllis Patras  
Phyllis Patras, Asst. Secretary

By Obie P. Leonard, Jr.  
Obie P. Leonard, Jr.,  
Vice-President

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared OBIE P. LEONARD, JR., Vice-President of REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of July, A. D. 1972.

  
Notary Public, Tarrant County, Texas

BETTY JUNE LEWIS, Notary Public  
Tarrant County Texas

EXHIBIT "A"

Field Notes describing PECAN PLANTATION, Unit I, out of the JAMES W. MOORE SURVEY, Abstract No. 344, Hood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a steel rod for the Southwest corner of Lot 168 of the property to be described herein, said point being North 77 degrees 35 minutes East 5182-0/10 feet from the most Southerly Southeast corner of that certain 221 acre tract conveyed to The Brazos River Authority, also known as Tract Number 100 as surveyed by Robert C. Wiese, May 1966;

THENCE North 11 degrees 03 minutes East 368-8/10 feet to a steel rod;

THENCE South 78 degrees 57 minutes East 100-0/10 feet to a steel rod;

THENCE North 39 degrees 03 minutes East 161-7/10 feet to a steel rod on a curve, said curve having a radius of 497-87/100 feet;

THENCE along the arc of said curve, to the left and in a Northwesterly direction, 85-23/100 feet to a point;

THENCE North 25 degrees 46 minutes East 50-0/10 feet to a steel rod;

THENCE North 27 degrees 14 minutes East 103-7/10 feet to a steel rod;

THENCE North 3 degrees 20 minutes West approximately 283 feet to a point on the bank and property line of the Brazos River;

THENCE along said river bank and property line, in a Northeasterly direction with its' meanders, approximately 8360 feet to a steel rod;

THENCE departing said river bank and property line, South 10 degrees 26 minutes East approximately 672 feet to a steel rod;

THENCE South 0 degrees 04 minutes West 155-0/10 feet to a steel rod;

THENCE South 4 degrees 04 minutes East 50-0/10 feet to a point on a curve;

THENCE along the arc of said curve having a radius of 481-64/100 feet, to the right and in a Northeasterly direction, 66-63/100 feet to a steel rod;

THENCE South 7 degrees 13 minutes West 173-5/10 feet to a steel rod;

THENCE South 66 degrees 49 minutes West 135-0/10 feet to a steel rod on a curve;



THENCE along the arc of said curve, having a radius of  $432-23/100$ , to the right and in a Southeasterly direction,  $68-35/100$  feet to a point;

THENCE South 76 degrees 38 minutes West  $50-0/10$  feet to a steel rod;

THENCE South 79 degrees 40 minutes West  $146-5/10$  feet to a steel rod;

THENCE North 72 degrees 11 minutes West  $215-0/10$  feet to a steel rod;

THENCE South 62 degrees 19 minutes West  $383-5/10$  feet to a steel rod;

THENCE South 59 degrees 50 minutes West  $391-0/10$  feet to a steel rod;

THENCE South 54 degrees 53 minutes West  $700-0/10$  feet to a steel rod;

THENCE South 17 degrees 34 minutes West  $141-85/100$  feet to a steel rod;

THENCE South 14 degrees 37 minutes West  $1195-0/10$  feet to a steel rod;

THENCE South 9 degrees 04 minutes West  $357-6/10$  feet to a steel rod;

THENCE South 89 degrees 00 minutes West  $1067-0/10$  feet to a steel rod;

THENCE South 80 degrees 22 minutes West  $262-7/10$  feet to a steel rod;

THENCE North 84 degrees 35 minutes West  $385-3/10$  feet to a steel rod;

THENCE South 70 degrees 30 minutes West  $48-5/10$  feet to a steel rod;

THENCE South 43 degrees 38 minutes West  $176-8/10$  feet to a steel rod;

THENCE South 47 degrees 26 minutes West  $505-9/10$  feet to a steel rod;

THENCE South 68 degrees 11 minutes West  $317-1/10$  feet to a steel rod;

THENCE South 60 degrees 22 minutes West  $101-4/10$  feet to a steel rod;

THENCE South 53 degrees 47 minutes West  $471-0/10$  feet to a steel rod;

THENCE South 24 degrees 08 minutes West  $61-7/10$  feet to a steel rod;

THENCE South 4 degrees 11 minutes East  $787-57/100$  feet to a steel rod;

THENCE South 79 degrees 49 minutes West  $1491-6/10$  feet to a steel rod;

THENCE South 80 degrees 04 minutes West  $463-0/10$  feet to the place of beginning.

*Dana Lynn*