

GF#01028238

REAL ESTATE LIEN NOTE

Date: October 30, 2001

Maker: DAVID A. McCRAE and BARBARA A. McCRAE

Maker's Mailing Address (including county):

350 Cee Run
Bertram, Texas 78605
Burnet County

Payee: BDS HOLDING, INC., d/b/a HIGHLAND LAKES AFFORDABLE HOUSING

Place for Payment (including county):

1700 East Highway 29
Burnet, Texas 78611
Burnet County

Principal Amount: SIXTY-NINE THOUSAND TWO HUNDRED AND FORTY-ONE AND NO/100 DOLLARS (\$69,241.00)

Annual Interest Rate on Unpaid Principal Balance from Date of Funding: Zero (0) Percent

Annual Interest Rate on Matured Unpaid Amounts: The maximum annual lawful rate of interest

Terms of Payment (principal and interest): The principal is payable on or before thirty (30) days from the date hereof, and the interest is payable at maturity.

Maker may prepay all or any part of the principal of this note before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid. Prepayments shall be applied to installments on the last maturing principal, and interest on that prepaid principal shall immediately cease to accrue.

Security for Payment: This note is secured by a vendor's lien and superior title retained in a deed of even date herewith from HIGHLAND LAKES AFFORDABLE HOUSING to Maker and by a deed of trust of even date from Maker to DAVID DARNELL, Trustee, both of which cover the following described real property:

TRACT 1:

BEING 5.00 acres of Land out of the SAMUEL McFARLAND SURVEY, Abstract No. 593 in Burnet County, Texas, part of a tract conveyed to Clyde A. Lyda and Ramona E. Lyda by Deed recorded in Volume 245, Page 545 of the Deed Records of Burnet County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, TOGETHER WITH

TRACT 2:

An Easement for Ingress and Egress fifty (50) feet in width, also being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, AND

TRACT 3:

An interest in an Easement for Ingress and Egress fifty (50) feet in width as set out in an

We hereby certify that this is a true and correct copy of the original instrument.
By: LONGHORN TITLE COMPANY, INC.

instrument recorded in Volume 312, Page 752 of the Deed Records of Burnet County, Texas.

If any installment becomes overdue for more than ten days, at Payee's option, \$20.00 may be charged in order to defray the expense of handling the delinquent payment.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

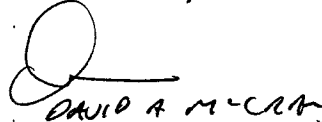
If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

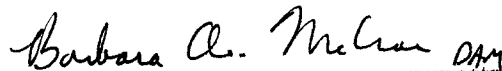
Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.



DAVID A. McCRAE



BARBARA A. McCRAE ATTORNEY-IN-FACT
by David A. McCrae, FACT

PREPARED IN THE OFFICE OF:

David Darnell
3008 Dawn Drive, Ste. 101
Georgetown, Texas 78628

July 18, 2001

Page 1 of 3

EXHIBIT "A"

STATE OF TEXAS:
COUNTY OF BURNET:

Field notes to accompany a Survey Plat of a 5.000 acre tract of land out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas:
Prepared for: Clyde A. Lyda, et ux.

Being a 5.000 acre tract of land out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, and being out of and a part of that certain tract conveyed in a Deed from Alden Smith to Clyde A. Lyda, et ux, hereafter called "Parent Tract", of record in Volume 245, Page 545, Deed Records of Burnet County, Texas, dated November 4, 1977, and being more particularly described, by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the Southwest corner of a tract of land conveyed by Robert L. and Betty L. Edwards Living Trust to Nancy A. Fegan, et al; of record in Volume 783, Page 269, Official Public Records of Burnet County, Texas, dated February 26, 1998, at the Northwest corner of a tract of land conveyed by Sean Devaney, et ux, to Melinda Stockwell, of record in Volume 781, Page 27, Official Public Records of Burnet County, Texas, dated February 10, 1998, at the Northeast corner of a tract of land conveyed by Silas S. Griggs to Chris S. Scott, et ux, of record in Volume 911, Page 780, Official Public Records of Burnet County, Texas, dated April 20, 2000, a corner of the Parent Tract, and the Southeast corner hereof;

THENCE S71°07'15"W, the basis of bearing for this survey, with the Northern boundary line of said Scott tract, a ½" iron rod found at the Southeast corner of a 5.97 acre tract out of the Parent Tract, the Northernmost Southeast corner of a 50 foot wide easement for ingress and egress described herein, and the Southwest corner hereof;

THENCE N2°13'08"W, with the Eastern boundary line of said 5.97 acre tract, at 52.19 feet, a ½" iron rod found, at the Northeast corner of said 50 foot wide easement described herein, in all a distance of 249.88 feet to a ½" iron rod set at the Northwest corner hereof;

THENCE N66°12'34"E, a distance of 354.88 feet to a ½" iron rod set, for an interior ell corner hereof;

THENCE N34°22'08"E, a distance of 394.57 feet to a ½" iron rod set, for the Northernmost corner hereof;

THENCE S55°37'52"E, a distance of 144.91 feet to a ½" iron rod set, Northwestern boundary line of the aforesaid Fegan tract, in the Eastern boundary line of the Parent Tract, and the Northeast corner hereof;

THENCE S34°22'08"W, with the Northwestern boundary line of said Fegan tract, a distance of 152.25 feet to a fence corner post at the Westernmost corner of said Fegan tract, and an interior ell corner hereof;

THENCE S18°34'48"E, with the Western boundary line of said Fegan tract, a distance of 298.66 feet to the POINT OF BEGINNING, and calculated to contain 5.000 acres.

TOGETHER WITH an interest in a 50 foot wide easement for ingress and egress, described herein.

Field notes to accompany a 50 foot wide easement for ingress and egress, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas:

Being a 50 foot wide easement for ingress and egress, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, and being out of and a part of that certain tract conveyed in a Deed from Alden Smith to Clyde A. Lyda, et ux, hereafter called "Parent Tract", of record in Volume 245, Page 545, Deed Records of Burnet County, Texas, dated November 4, 1977, TOGETHER WITH a 50 foot wide easement for ingress and egress, to County Road 332, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 60d nail found in the South corner post of a gate at the Southwest corner of a 50 foot wide easement for ingress and egress, to County Road 332, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas;

THENCE S71°21'45"W, a distance of 50.00 feet to a ½" iron rod found at the Southwest corner hereof;

THENCE N18°38'18"W, a distance of 448.35 feet to a ½" iron rod found at an interior ell corner in the South line of an existing caliche road;

THENCE N18°38'18"W, crossing said caliche road, a distance of 50.00 feet to a ½" iron rod found at an interior ell corner in the North line of said road;

Field notes to accompany a Survey Plat of a 5.000 acre tract of land out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas:

Prepared for: Clyde A. Lyda, et ux, (Continued).

THENCE N18°37'13"W, a distance of 44.44 feet to a 1/2" iron rod found;

THENCE N18°37'50"W, a distance of 50.00 feet to a 1/2" iron rod found at the Northwest corner hereof;

THENCE N71°07'15"E, a distance of 238.44 feet to a 1/2" iron rod found in the Western boundary line of a 5.000 acre tract described herewith, for the Northeast corner hereof;

THENCE S2°13'08"E, a distance of 52.19 feet to a 1/2" iron rod found at the Southwest corner of a 5.000 acre tract described herewith, in the Northern boundary line of a tract of land conveyed by Silas S. Griggs to Chris S. Scott, et ux, of record in Volume 911, Page 780, Official Public Records of Burnet County, Texas, dated April 20, 2000, and the Northernmost Southeast corner hereof;

THENCE S71°07'15"W, with the Northern boundary line of said Scott tract, a distance of 173.70 feet to a fence corner post at an interior ell corner of the Parent Tract, at the Northwest corner of said Scott tract, for an interior ell corner hereof;

THENCE S18°38'15"E, with the Western boundary line of said Scott tract, a distance of 493.45 feet to a 60d nail found in a fence corner post at the North end of a gate, at the Southwest corner of said Scott tract, the Northwest corner of the aforesaid 50 foot wide easement for ingress and egress, to County Road 332, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas

THENCE S18°38'15"E, with the gate, a distance of 49.55 feet the POINT OF BEGINNING.

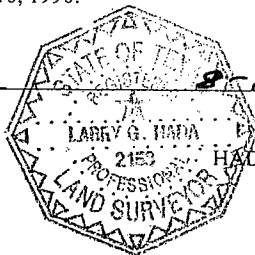
TOGETHER WITH an interest in a 50 foot wide easement for ingress and egress, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas.

CERTIFICATE

I, Larry G. Hada, do hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of Burnet County, Texas and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon, that said property has access to and from a dedicated roadway, and that said property IS NOT located within a 100-year flood plain area as delineated by the Federal Emergency Management Agency, FEMA, on Flood Insurance Rate Map, FIRM, Panel No. 48053C0275C, dated November 16, 1990.

Larry G. Hada
Larry G. Hada, R.P.L.S.
State of Texas No. 2153

Job No. 0107-11-S



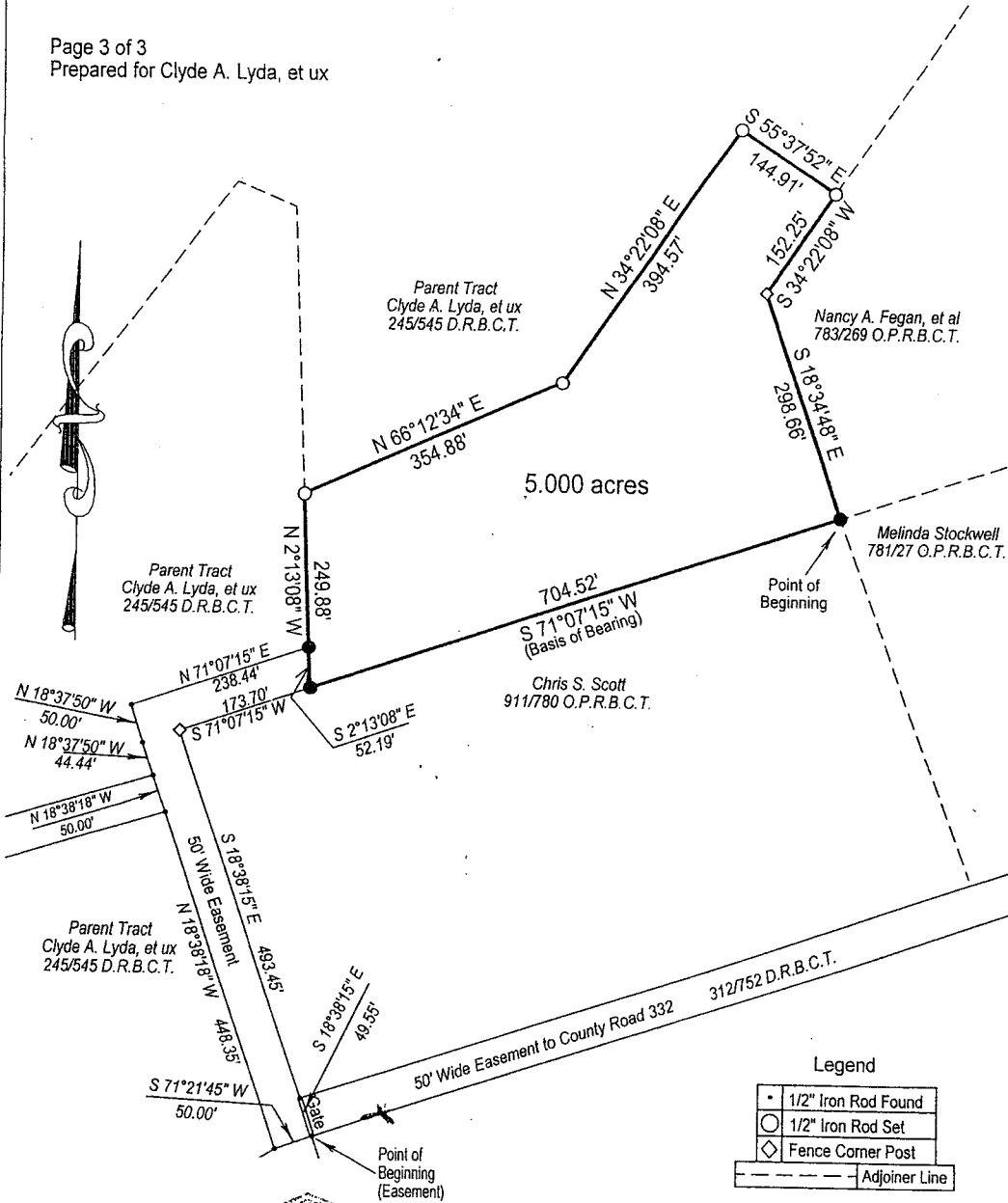
8-13-01
Date

HADA ENGINEERING AND SURVEYING
HC 63 BOX 44A MULLIN, TX 76864

Survey Plat of 5.000 acres out of Samuel McFarland Survey, Abstract No. 593 Burnet County, Texas

*Deed Per Volume 245, Page 545, Deed Records
of Burnet County, Texas, dated November 4, 1977.*

Page 3 of 3
Prepared for Clyde A. Lyda, et ux

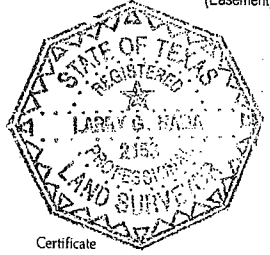


Legend

•	1/2" Iron Rod Found
○	1/2" Iron Rod Set
◇	Fence Corner Post
---	Adjoiner Line


Scale 1" = 200.00 Feet

NOTE
No Improvements Exist
on this Property



I, Larry G. Hada, do hereby certify that the foregoing Survey Plat was prepared from an actual survey made upon the ground, the Records of Burnet County, Texas and surveys of area properties, that the corners and boundaries with marks, natural and artificial are as found on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, or easements, visible to me are shown or described hereon, that said property has access to and from a dedicated roadway and that said property IS NOT located within a flood plain area as delineated by the Federal Emergency Management Agency, FEMA, on Flood Insurance Rate Map, FIRM, Panel No. 48053C 0275C, dated November 16, 1990.

Larry G. Hada
Date 8-13-01



HADA ENGINEERING AND SURVEYING
HC 63 BOX 44A MULLIN, TEXAS 76864
Tel 915-938-5382

GF#01028238

DEED OF TRUST

Date: October 30, 2001

Grantor: DAVID A. McCRAE and BARBARA A. McCRAE

Grantor's Mailing Address (including county):

350 Cee Run
Bertram, Texas 78605
Burnet County

Trustee: DAVID DARNELL

Trustee's Mailing Address (including county):

3008 Dawn Drive, Ste. 101
Georgetown, Texas 78628
Williamson County

Beneficiary: BDS HOLDING, INC., d/b/a HIGHLAND LAKES AFFORDABLE HOUSING

Beneficiary's Mailing Address (including county):

1700 East Highway 29
Burnet, Texas 78611
Burnet County

Note:

Date: of even date herewith

Amount: \$69,241.00

Maker: DAVID A. McCRAE and BARBARA A. McCRAE

Payee: BDS HOLDING, INC., d/b/a HIGHLAND LAKES AFFORDABLE HOUSING

Final Maturity Date: as therein provided

Terms of Payment: as therein provided

Property (including any improvements):

TRACT 1:

BEING 5.00 acres of Land out of the SAMUEL McFARLAND SURVEY, Abstract No. 593 in Burnet County, Texas, part of a tract conveyed to Clyde A. Lyda and Ramona E. Lyda by Deed recorded in Volume 245, Page 545 of the Deed Records of Burnet County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, TOGETHER WITH

TRACT 2:

We hereby certify that this is a true and correct copy of the original instrument.
LONGHORN TITLE COMPANY, INC.
By: _____

An Easement for Ingress and Egress fifty (50) feet in width, also being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, AND

TRACT 3:

An interest in an Easement for Ingress and Egress fifty (50) feet in width as set out in an instrument recorded in Volume 312, Page 752 of the Deed Records of Burnet County, Texas.

Prior Lien(s) (including recording information): Vendor's Lien retained in Deed of even date herewith and Deed of Trust of even date herewith.

Other Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceedings under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to

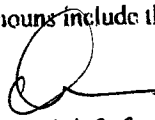
expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:


Purpose Clause: The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this deed of trust and by a vendor's lien on the property, which is expressly retained in a deed of even date given by BDS HOLDING, INC., d/b/a HIGHLAND LAKES AFFORDABLE HOUSING to Grantor. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust. The debt evidenced by the note is also in renewal and extension of a Mechanic's Lien Contract of even date herewith in the amount of THIRTY-NINE THOUSAND TWO HUNDRED AND FORTY-ONE AND NO/100 DOLLARS (\$39,241.00) executed by and between DAVID A. McCRAE and BARBARA A. McCRAE as Owners and BDS HOLDING, INC., d/b/a HIGHLAND LAKES AFFORDABLE HOUSING as Contractor.

14. **Due On Sale Clause:** If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; (d) grant of a leasehold interest of three years or less without an option to purchase; and (e) a transfer from one spouse to the other.

When the context requires, singular nouns and pronouns include the plural.


DAVID A. McCRAE

DAVID A. McCRAE




BARBARA A. McCRAE
by David A. McCrae,

DAM
ATTORNEY-IN-FACT

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Wmson §

This instrument was acknowledged before me on 10-30, 2001 by
DAVID A. McCRAE.




Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Wmson §

This instrument was acknowledged before me on 10-30, 2001 by
BARBARA A. McCRAE, by *David A. McCrae, attorney-in-fact.*



Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

David Darnell
3008 Dawn Drive, Ste. 101
Georgetown, Texas 78628

AFTER RECORDING RETURN TO:

Longhorn Title Co., Inc.
801 Main Street
Georgetown, Texas 78626

July 18, 2001

Page 1 of 3

EXHIBIT "A"

STATE OF TEXAS:
COUNTY OF BURNET:

Field notes to accompany a Survey Plat of a 5.000 acre tract of land out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas:
Prepared for: Clyde A. Lyda, et ux.

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BEGINNING at a ½" iron rod found at the Southwest corner of a tract of land conveyed by Robert L. and Betty L. Edwards Living Trust to Nancy A. Fegan, et al; of record in Volume 783, Page 269, Official Public Records of Burnet County, Texas, dated February 26, 1998, at the Northwest corner of a tract of land conveyed by Sean Devaney, et ux, to Melinda Stockwell, of record in Volume 781, Page 27, Official Public Records of Burnet County, Texas, dated February 10, 1998, at the Northeast corner of a tract of land conveyed by Silas S. Griggs to Chris S. Scott, et ux, of record in Volume 911, Page 780, Official Public Records of Burnet County, Texas, dated April 20, 2000, a corner of the Parent Tract, and the Southeast corner hereof;

THENCE S71°07'15"W, the basis of bearing for this survey, with the Northern boundary line of said Scott tract, a ½" iron rod found at the Southeast corner of a 5.97 acre tract out of the Parent Tract, the Northernmost Southeast corner of a 50 foot wide easement for ingress and egress described herein, and the Southwest corner hereof;

THENCE N2°13'08"W, with the Eastern boundary line of said 5.97 acre tract, at 52.19 feet, a ½" iron rod found, at the Northeast corner of said 50 foot wide easement described herein, in all a distance of 249.88 feet to a ½" iron rod set at the Northwest corner hereof;

THENCE N66°12'34"E, a distance of 354.88 feet to a ½" iron rod set, for an interior ell corner hereof;

THENCE N34°22'08"E, a distance of 394.57 feet to a ½" iron rod set, for the Northernmost corner hereof;

THENCE S55°37'52"E, a distance of 144.91 feet to a ½" iron rod set, Northwestern boundary line of the aforesaid Fegan tract, in the Eastern boundary line of the Parent Tract, and the Northeast corner hereof;

THENCE S34°22'08"W, with the Northwestern boundary line of said Fegan tract, a distance of 152.25 feet to a fence corner post at the Westernmost corner of said Fegan tract, and an interior ell corner hereof;

THENCE S18°34'48"E, with the Western boundary line of said Fegan tract, a distance of 298.66 feet to the POINT OF BEGINNING, and calculated to contain 5.000 acres.

TOGETHER WITH an interest in a 50 foot wide easement for ingress and egress, described herein.

Field notes to accompany a 50 foot wide easement for ingress and egress, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas:

Being a 50 foot wide easement for ingress and egress, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, and being out of and a part of that certain tract conveyed in a Deed from Alden Smith to Clyde A. Lyda, et ux, hereafter called "Parent Tract", of record in Volume 245, Page 545, Deed Records of Burnet County, Texas, dated November 4, 1977, TOGETHER WITH a 50 foot wide easement for ingress and egress, to County Road 332, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 60d nail found in the South corner post of a gate at the Southwest corner of a 50 foot wide easement for ingress and egress, to County Road 332, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas;

THENCE S71°21'45"W, a distance of 50.00 feet to a ½" iron rod found at the Southwest corner hereof;

THENCE N18°38'18"W, a distance of 448.35 feet to a ½" iron rod found at an interior ell corner in the South line of an existing caliche road;

THENCE N18°38'18"W, crossing said caliche road, a distance of 50.00 feet to a ½" iron rod found at an interior ell corner in the North line of said caliche road;

Field notes to accompany a Survey Plat of a 5.000 acre tract of land out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas:

Prepared for: Clyde A. Lyda, et ux, (Continued).

THENCE N18°37'13"W, a distance of 44.44 feet to a ½" iron rod found;

THENCE N18°37'50"W, a distance of 50.00 feet to a ½" iron rod found at the Northwest corner hereof;

THENCE N71°07'15"E, a distance of 238.44 feet to a ½" iron rod found in the Western boundary line of a 5.000 acre tract described herewith, for the Northeast corner hereof;

THENCE S2°13'08"E, a distance of 52.19 feet to a ½" iron rod found at the Southwest corner of a 5.000 acre tract described herewith, in the Northern boundary line of a tract of land conveyed by Silas S. Griggs to Chris S. Scott, et ux, of record in Volume 911, Page 780, Official Public Records of Burnet County, Texas, dated April 20, 2000, and the Northernmost Southeast corner hereof;

THENCE S71°07'15"W, with the Northern boundary line of said Scott tract, a distance of 173.70 feet to a fence corner post at an interior ell corner of the Parent Tract, at the Northwest corner of said Scott tract, for an interior ell corner hereof;


THENCE S18°38'15"E, with the Western boundary line of said Scott tract, a distance of 493.45 feet to a 60d nail found in a fence corner post at the North end of a gate, at the Southwest corner of said Scott tract, the Northwest corner of the aforesaid 50 foot wide easement for ingress and egress, to County Road 332, out of the Samuel Mcfarland Survey, Abstract 593, in Burnet County, Texas, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas

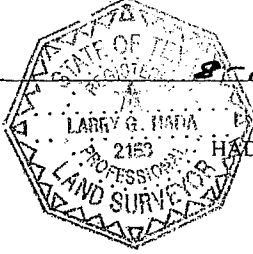
THENCE S18°38'15"E, with the gate, a distance of 49.55 feet the POINT OF BEGINNING.

TOGETHER WITH an interest in a 50 foot wide easement for ingress and egress, of record in Volume 312, Page 752, Deed Records of Burnet County, Texas.

CERTIFICATE

I, Larry G. Hada, do hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of Burnet County, Texas and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon, that said property has access to and from a dedicated roadway, and that said property IS NOT located within a 100-year flood plain area as delineated by the Federal Emergency Management Agency, FEMA, on Flood Insurance Rate Map, FIRM, Panel No. 48053C0275C, dated November 16, 1990.


Larry G. Hada, R.P.L.S.
State of Texas No. 2153



8-13-01
Date

Job No. 0107-11-S

HADA ENGINEERING AND SURVEYING
HC 63 BOX 44A MULLIN, TX 76864

