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AMENDED AND RESTATED JOINT USE EASEMENT AND RESIDENTIAL RESTRICTION AGREEMENT

11:35 AM 1554 33.00 INDX 2 3 10/24/94
11:35 AM 1554 5.00 RECM 2 3 10/24/94
11:35 AM 1554 1.00 SEC 2 3 10/24/94
187.16-CHK

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This Amended and Restated Joint Use Easement and Residential Restriction Agreement (the "Agreement") is made by and between I. (Irwin) Harold Silberberg and Adele G. Silberberg (collectively "Grantor"), and I. (Irwin) Harold Silberberg and Adele G. Silberberg (collectively "Grantee"), as an amendment and restatement of that certain Joint Use Easement and Residential Restriction Agreement (the "Original Agreement") executed by I. Harold Silberberg and Adele G. Silberberg as both the Grantor and Grantee therein on November 30, 1988. The Original Agreement is filed in the Real Property Records of Travis County, Texas at Volume 10842, Pages 8-15.

RECITALS:

The parties hereto desire to amend and restate the Original Agreement as hereafter provided.

Grantor is the owner of that certain tract of land containing 9.421 acres of land, more or less, situated in Travis County, Texas, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "9.421 Acre Tract"). Grantee is the owner of that certain tract of land containing 5.437 acres, more or less, situated in Travis County, Texas, and more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "5.437 Acre Tract").

Grantor as the seller and M. James Moritz, Trustee as the purchaser have entered into a contract for the purchase and sale of the 9.421 Acre Tract executed on July 23, 1993 and the parties hereto desire to enter into this Agreement for the purpose of establishing certain rights and obligations of the Grantor and subsequent owners of the 9.421 Acre Tract and certain rights and obligations of the Grantee and subsequent owners of the 5.437 Acre Tract as more specifically provided hereafter.

Grantee desires to acquire a nonexclusive easement and right-of-way across the private roads (the "Roadways") to be located on the 9.421 Acre Tract pursuant to the approved revised final site plan (the "Site Plan") for Mesa Forest P.U.D. (the "PUD"). Grantee further desires to have access to the Roadways by means of either or both of the two stubbed-off streets noted on the Site Plan as Moritz Lane and Comfort Cove at the northerly end of the PUD. Grantor is willing to grant such easement in accordance with the terms and conditions hereinafter set forth.

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Grantor desires that Grantee restrict the use of the 5.437 Acre Tract and to further restrict the use of the approximately 2.75 acres comprising the most southerly portion of Grantee property and more particularly described in Exhibit C attached hereto (the "2.75 Acre Tract") or, if the 2.75 Acre Tract is not so restricted, to restrict the connection of the Roadways as specifically provided herein. Exhibit D sets forth the three tracts of land described in Exhibits A, B and C.

Now, therefore, for and in consideration of the mutual covenants and agreements herein contained, the other good and valuable consideration paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor has granted and conveyed and by these presents does grant and convey unto Grantee a nonexclusive right-of-way easement (the "Right-of-Way") across the Roadways solely for the purpose of providing access, ingress and egress by Grantee and Grantee's tenants, guests, invitees, agents, employees, contractors, heirs, and assigns across the Roadways, said access, ingress and egress to be by means of the two stubbed-off streets at the northerly portion of the PUD noted on the Site Plan as Moritz Lane and Comfort Cove.

Grantor shall construct and maintain the Roadways at the time of and in conjunction with development of the PUD on the 9.421 Acre Tract. Grantee agrees that Grantee and Grantee's heirs and assigns will share in all maintenance and ordinary expenses of the Roadways, including but not limited to repairs, taxes and liability insurance, in an amount equal to a product calculated by multiplying (i) the total amount of said expenses (ii) times a ratio equal to (x) that portion of the total living units (whether or not occupied) on the 2.75 Acre Tract which will have access to the Roadways, (xx) divided by the sum of the total living units (whether or not occupied) which will exist within the 9.421 Acre Tract and the total living units (whether or not occupied) within the 2.75 Acre Tract but only if such living units have access to the Roadways. Grantee hereby stipulates that, as of the date hereof, only one (1) living unit exists on the 2.75 Acre Tract. It is contemplated by Grantee that at some future date, additional living units may be located on the 2.75 Acre Tract. The PUD on the 9.421 Acre Tract shall consist of fifty-four (54) living units.

The Right-of-Way shall burden the 9.421 Acre Tract until the occurrence of either of the following: (i) any connection from the Roadways to Spicewood Springs Road (or any successor street) [it being the intent of this paragraph to prevent the Roadways from being used as regular, continuing thoroughfares to and from Spicewood Springs Road and to and from properties other than the 9.421 Acre Tract and the 2.75 Acre Tract by persons other than Grantor's and Grantee's successors in interest]; or (ii) the use of all of the 2.75 Acre Tract for any use other than residential use with a density of seven (7) living units per acre or less. Upon the occurrence of either of the aforementioned items the Right-of-Way shall, automatically and without any further action by any party, be suspended and be of no force and effect during the period of suspension. If a suspension occurs and the conditions that caused the suspension cease to exist, the Right-of-Way shall automatically burden the 9.421 Acre Tract.

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2. Restriction. The restrictions set forth in Section 2 of the Original Agreement are hereby rescinded and the 5.437 Acre Tract shall be restricted only as provided in this Section 2. The 5.437 Acre Tract may be developed and used for only residential or office use subject to the following qualifications:

(a) If the use of any portion of the 2.75 Acre Tract is office, the following setbacks shall be imposed on the boundaries of that portion that are contiguous to the 9.421 Acre Tract:

(i) no improvements of any type shall be placed within 25 feet from the boundaries of the 9.421 Acre Tract and such 25 foot strip shall be maintained as a natural vegetation area by the owners of the office portion of the 2.75 Acre Tract (herein referred to as the "25 Foot Setback"); and

(ii) no buildings of any type shall be constructed within 50 feet from the 25 Foot Setback (the "50 Foot Setback") but either streets, private drives or parking lots may be constructed within the 50 Foot Setback.

All buildings constructed within the 2.75 Acre Tract will be limited to two stories not to exceed 40 feet in height. It is further agreed that the Right-of-Way shall not be for the purpose of providing ingress or egress to any portion of the 2.75 Acre Tract developed for office use.

(b) If the use of any portion of the 5.437 Acre Tract is residential, that portion shall be limited to single family residential or condominium units. Apartments shall not be allowed.

(c) The density of the residential use shall not be limited; however, if the density within any portion of the 2.75 Acre Tract is greater than seven (7) living units per acre, the Grantee's access onto that portion of the 2.75 Acre Tract from the Roadways shall be suspended during the period of such use. If any portion of the 2.75 Acre Tract that is contiguous to the 9.421 Acre Tract has been developed for residential use with a density of seven (7) living units per acre or less, the Right-of-Way shall continue to burden the 9.421 Acre Tract for the benefit of the owner or owners of the living units (whether or not occupied) then situated within said portion of the 2.75 Acre Tract.

3. Construction and Maintenance. Neither Grantor nor Grantee shall take any action which will unduly limit or unreasonably restrict the Right-of-Way granted herein; provided however, that temporary closures shall be permitted to prevent a public dedication of a private right of way, to facilitate repairs to Roadway and repairs to or installation of any utility lines beneath the same, so long as in effecting such repairs or installations Grantor minimizes, to the fullest extent possible, the temporary impairment of said access to the Roadways. As used

herein, "Maintain and Repair" or "Maintenance and Repair" of the Right-of-Way herein granted shall mean:

- (a) Maintaining and replacing when necessary the surface of the Roadways in a smooth, evenly covered condition with the same or similar all weather materials;
- (b) Removing all standing water, paper, glass and other debris; and
- (c) Striping and restriping of lane lines, if any.

It shall be the obligation of Grantor to maintain and repair the Roadways and the Grantee shall pay a portion of the cost thereof as specified in Section 1 above, which the Grantor may require the Grantee to prepay to the Grantor or to the contractor who will perform the work as a condition to undertaking such maintenance and repair work. The foregoing notwithstanding, the Grantee shall not be required to pay its share of the cost of any maintenance or repairs due to any of the following:

- (i) misuse or damage caused by the Grantor or any tenants, guests, invitees, or contractors of the 9.421 Acre Tract, or any utility company working on utilities for the PUD; or

- (ii) any repair or maintenance cost in excess of \$5,000.00, in the aggregate per year, unless said cost has been competitively bid by at least three independent third parties and let to the lowest qualified bidder.

The foregoing notwithstanding, the Grantee shall pay 100% of cost of repairs due to damage caused by Grantee or Grantee's tenants, guests, invitees, agents, employees, contractors, heirs, or assigns. If the Grantor shall fail to maintain and repair the Right-of-Way herein granted (and such failure to maintain and/or repair is not caused by Grantee, its successors, assigns, tenants, guests, agents, employees, contractors, or invitees), or pay the taxes on the Roadways or should the validity and enforcement of the Right-of-Way herein granted otherwise be jeopardized due to the non-payment to third parties of any mortgage or other obligation to the holders of a lien on any part of the Roadways, then in any such event, the Grantee, at Grantee's election, may perform such maintenance and repairs or pay such sums as are necessary to protect and preserve the Roadways, but Grantee shall not be obligated to make such payments.

All such sums so advanced by either the Grantee or the Grantor on account of the other party shall be immediately due and payable on demand, with interest to accrue thereon at the rate of 10% per annum. In the event either party must commence action to collect such sums from the other party, the delinquent party shall owe to the other party, in addition to such sums and interest, all attorney fees and court costs reasonably incurred by such party in connection with the collection of said sums.

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4. Barricades. If the Right-of-Way is suspended, Grantor shall have the right to place barricades, fences, gates, or any other type barrier to prevent the use of the Roadways by Grantee, its heirs, successors, or assigns or any other person or entity. If the Right-of-Way has not been suspended, either Grantor or Grantee may nevertheless place reasonable barriers on the Roadways, such as limited access security gates to control the access from the 2.75 Acre Tract through the Roadways and in such event the Grantee shall control access through the barriers to the Roadways. There being no authorized access from the 9.421 Acre Tract to the 5.437 Acre Tract, except as provided in Section 1 hereof, the Grantor shall be responsible for prohibition of unauthorized access (by any means) from the 9.421 Acre Tract to the 5.437 Acre Tract. The Grantee shall be responsible for prohibiting any access from the 5.437 Acre Tract to the 9.421 Acre Tract that is not specifically allowed by this Agreement. Notwithstanding any provision in this Agreement to the contrary, the entry of the City of Austin Fire Department or any other representative, franchisee or licensee of the City of Austin onto the 5.437 Acre Tract from the Roadways shall not be prohibited by this Agreement.

5. Not A Public Dedication. The parties hereto agree that no part of the Roadways is or during the term of the agreement shall be, in the public domain, and that nothing contained herein shall be deemed to be a gift or dedication of any portion of the Roadways to the general public or for the use of the general public or for any general public purposes whatsoever.

6. Amendments; Binding Effect. This Agreement may not be amended except by a written instrument executed by: (a) a majority of the owners of the 5.437 Acre Tract (such owners to be determined as of the effective date of the amendment) except with respect to a vote affecting the Right-of-Way, those owners who have had their Right-of-Way rights suspended pursuant to Section 1 or Section 2(c) hereof shall not be entitled to vote; and (b) the owners of a majority of the lots in the PUD determined as of the effective date of the amendment. The covenants and obligations of Grantor set forth herein (i) shall be binding upon Grantor only for so long as Grantor shall own the 9.421 Acre Tract and thereafter shall be binding on Grantor's successor or successors in interest to the 9.421 Acre Tract, and (ii) shall run with the 9.421 Acre Tract. The restrictive covenants and obligations of Grantee set forth herein (i) shall be binding upon Grantee only for so long as Grantee shall own the 5.437 Acre Tract (or any portion thereof) and thereafter shall be binding on Grantee's successors in interest to the 5.437 Acre Tract (or any portion thereof), and (ii) shall run with the 5.437 Acre Tract.

7. Severability. Invalidation of any one of the terms of provisions herein stated by judgment or court order shall in no way affect any other terms or provision hereof, and all other provisions hereof shall remain in full force and effect.

8. Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas.

9. No Third Party Rights. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties stated herein and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

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10. Exhibits. All recitals and all exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed a part of this Agreement for all purposes as if set forth at length herein.

IN WITNESS WHEREOF, this Agreement is executed effective as of October 3,
1994.

GRANTOR:

I. Harold Silberberg
I. Harold Silberberg

Adele G. Silberberg
Adele G. Silberberg

GRANTEE:

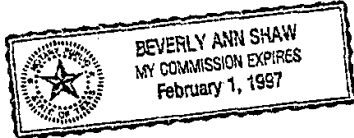
I. Harold Silberberg
I. Harold Silberberg

Adele G. Silberberg
Adele G. Silberberg

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, Beverly Ann Shaw a notary public, on this day personally appeared I. Harold Silberberg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of October, 1994.

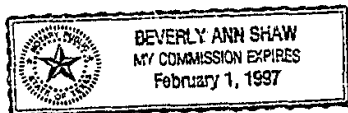


Beverly Ann Shaw
Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, Beverly Ann Shaw a notary public, on this day personally appeared Adele G. Silberberg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of October, 1994.



Beverly Ann Shaw
Notary Public in and for
the State of Texas

ATT0249E 90453-1 REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

12299 0058

EXHIBIT "A"

FIELD NOTES
FOR 9.421 ACRES

DESCRIBING 9.421 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES M. MITCHELL SURVEY NO. 17 AND THE GEORGE W. DAVIS SURVEY NO. 15, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF AN 11.3 ACRE TRACT CONVEYED TO I. HAROLD AND ADELE G. SILBERBERG BY DEED RECORDED IN VOLUME 2223, PAGE 411 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 2.254 ACRE TRACT AS CONVEYED TO IRWIN HAROLD SILBERBERG BY DEED RECORDED IN VOLUME 8188, PAGE 557 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 3.38 ACRE TRACT AS CONVEYED TO I. HAROLD AND ADELE G. SILBERBERG BY DEED RECORDED IN VOLUME 7726, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT SUBDIVISION KNOWN AS MESA FOREST P.U.D., LOT 1 OF RECORD IN PLAT BOOK 88 PAGES 64 AND 65 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, WHICH SUBDIVISION IS OUT OF SAID 3.38 ACRE TRACT; SAID 9.421 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found in the east right-of-way line of Stoneywood Drive, at the southwest corner of said subdivision known as Mesa Forest P.U.D. Lot 1; said point also being the northwest corner of Lot 1 Block A of Northwest Hills Northwest Oaks-II, a subdivision as recorded in Book 58, Page 11 of the Plat Records of Travis County, Texas; from said beginning point run the following nineteen (19) courses and distances:

THENCE, with the east right-of-way line of Stoneywood Drive by courses 1 and 2 as follows:

- 1) Along a curve to the right an arc distance of 35.27 feet, having a radius of 574.70 feet and a chord which bears N36°28'20" E a distance of 35.27 feet to a 1/2" iron pin found at a point of non-tangency; and
- 2) N38°15'37" E a distance of 156.07 feet to a 1/2" iron pin found at the intersection with the north right-of-way line of Myrick Drive for an outside corner of this tract;

THENCE, with the south line of Lot 10, Mesa Trails I-A, a subdivision as recorded in Book 80 Pages 35-36 of the Plat Records of Travis County, Texas by course 3 as follows:

- 3) S53°18'26" E a distance of 129.96 feet to a 1/2" iron pin found for an inside corner of this tract;

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THENCE; with the east line of said Mesa Trails I-A, by course 4 as follows:

- 4) N30°40'02" E a distance of 579.35 feet to a 2" iron pipe found in the south line of Spicewood Springs Road Office Park, a subdivision as recorded in Book 85, Pages 124A-B of the Plat Records of Travis County, Texas for the northwest corner of this tract;

THENCE, with the south line of said Spicewood Springs Road Office Park by course 5 as follows:

- 5) S62°54'20" E a distance of 204.77 feet to a 1/2" iron pin found at the southeast corner of said Spicewood Springs Road Office Park;

THENCE, through the interior of said 11.3 acre Silberberg tract by courses 6 - 9 as follows:

- 6) S62°54'20"E a distance of 25.57 feet to an iron pin set replacing a 60d nail found;
- 7) S34°16'11" W a distance of 325.96 feet to an iron pin found for an inside corner of this tract;
- 8) S55°16'44" E a distance of 123.02 feet to an iron pin found at an angle point;
- 9) S67°16'43" E a distance of 282.83 feet to an iron pin found in the west line of Charleston Place I-B, a subdivision as recorded in Book 85, Pages 178A-B of the Plat Records of Travis County, Texas for the most easterly northeast corner of this tract;

THENCE, with said west line of said Charleston Place I-B, also being the east line of said 11.3 acre Silberberg tract, by courses 10 and 11 as follows:

- 10) S22°43'07" W a distance of 192.51 feet to a 1/2" iron pin found at an angle point; and
- 11) S28°12'31" W a distance of 133.29 feet to an iron pin found in the north right-of-way of Chimney Corners, a 60' wide road dedicated by the plat of Williamsburg P.U.D. Phase II, a subdivision of record in Book 79 Pages 55-57 of the Plat Records of Travis County, Texas;

THENCE, with the west line of the right-of-way of Chimney Corners by course 12 as follows:

- 12) S28°10'14"W a distance of 60.16 feet to an iron pin found in the south right-of-way line of Chimney Corners, also being at an inside corner on the north line of said 3.38 acre Silberberg tract;

THENCE through the interior of said 3.38 acre Silberberg tract by courses 13 and 14 as follows:

- 13) N58°33'10"W a distance of 16.20 feet to a point for corner;

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- 14) S29°39'36"W 113.15 feet to a point for the southeast corner of the herein described tract; and being in the south line of said 3.38 acre tract and on the northerly line of the existing r.o.w. of Ridgestone Drive;

THENCE, with the the south line of said 3.38 acre Silberberg tract, also being the north line of said Northwest Hills Northwest Oaks-II, by courses 15 - 19 as follows:

- 15) N70°10'25" W a distance of 25.37 feet to an iron pin found in the west right-of-way line of Ridgestone Drive at the northeast corner of Lot 7, Block "A" of said Northwest Hills Northwest Oaks-II at an angle point;
- 16) N65°39'02" W a distance of 236.75 feet to a 1/2" iron pin found at an angle point;
- 17) N65°58'18"W a distance of 104.83 feet to a 1/2" iron pin found at an angle point;
- 18) N50°29'20" W a distance of 300.16 feet to a 1/2" iron pin found at an angle point; and
- 19) N50°51'17" W a distance of 126.86 feet to the POINT OF BEGINNING and containing 9.421 acres of land, more or less, as calculated by Jeryl Hart Engineers, Inc. in September, 1994.

Prepared By:
JERYL HART ENGINEERS, INC.



Jeryl D. Hart, R.P.L.S. #2377



Date

F93025e



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12299 0061

EXHIBIT "B"

FIELD NOTES FOR
5.437 ACRES

DESCRIBING 5.437 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES M. MITCHELL SURVEY NO. 17 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; SAID 5.437 ACRES BEING OUT OF AND A PART OF THAT CERTAIN 11.3 ACRE TRACT DESCRIBED IN A DEED TO I. HAROLD SILBERBERG AND WIFE, ADELE G. SILBERBERG AS RECORDED IN VOLUME 2223, PAGE 411 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS; SAID 5.437 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found for the most southerly corner of Spicewood Springs Road Office Park, a subdivision of record in Plat Book 85, Pages 124A-B of the Plat Records of Travis County, Texas; said point also being in the northwest line of said 11.3-acre Silberberg tract; from said beginning point run the following ten (10) courses and distances:

THENCE, with the east line of said Spicewood Springs Road Office Park, by course 1 as follows:

- 1) N39°23'09" E, a distance of 466.62 feet to an iron pin found for the most easterly corner of said Spicewood Springs Road Office Park, same being in the south right-of-way line of Spicewood Springs Road;

THENCE, with said south right-of-way line of Spicewood Springs Road by courses 2 and 3 as follows:

- 2) S14°08'00" E, a distance of 116.96 feet to a 1/2" iron pin at a point of curvature to the left;
- 3) Along a curve to the left an arc distance of 288.51 feet, having a radius of 826.00 feet and a chord which bears S23°41'28" E, a distance of 287.04 feet to a 1/2" iron pin found for the most northerly corner of Common Area Lot 3 of Charleston Place I-B, a subdivision as recorded in Book 85, Pages 178A and 178B of the Travis County, Texas Plat Records;

THENCE, with said west line of said Charleston Place I-B, by courses 4 - 6 as follows:

- 4) S32°44'48" W a distance of 162.74 feet to a 1/2" iron pin;
- 5) S27°11'09" W a distance of 258.95 feet to a 1/2" iron pin found;
- 6) S22°43'07" W, a distance of 84.00 feet to a 1/2" iron pin at the southeast corner of the herein described tract;

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THENCE, through the interior of said 11.3-acre Silberberg tract for the southerly and westerly lines of the herein described 5.437 acre tract, by courses 7 - 10 as follows:

- 7) N67°16'43" W, a distance of 282.83 feet to an iron pin;
- 8) N55°16'44" W, a distance of 123.02 feet to an iron pin;
- 9) N34°16'11" E, a distance of 325.96 feet to an iron pin;
- 10) N62°54'20" W, a distance of 25.57 feet to the POINT OF BEGINNING and containing 5.437 acres of land, more or less, as computed by Jeryl Hart Engineers, Inc. in September, 1994.

Prepared By:
JERYL HART ENGINEERS, INC.

Jeryl D. Hart
Jeryl D. Hart, R.P.L.S. #
F93025d

9/12/94
Date



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12299 0063

EXHIBIT "C"

FIELD NOTES
FOR 2.750 ACRES

DESCRIBING 2.750 ACRES, MORE OR LESS, OUT OF THE JAMES MITCHELL SURVEY NO. 17 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; SAID 2.750 ACRES BEING OUT OF AND A PART OF THAT CERTAIN 11.3 ACRE TRACT DESCRIBED IN A DEED TO I. HAROLD SILBERBERG AND WIFE, ADELE G. SILBERBERG AS RECORDED IN VOLUME 2223, PAGE 411 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS; SAID 2.750 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron pin found for the most southerly corner of Spicewood Springs Road Office Park, a subdivision of record in Plat Book 85 Pages 124A-B of the Plat Records of Travis County, Texas; said point also being in the northwest line of said 11.3 acre Silberberg tract; thence through the interior of said 11.3 acre tract, S62°54'20"E 25.57 feet to an iron pin set replacing a 60d nail found for the POINT OF BEGINNING of the herein described tract; from said beginning point run the following six (6) courses and distances:

THENCE through the interior of said 11.3 acre tract by course 1 as follows:

- 1) S58°20'51"E a distance of 358.27 feet to a point in the east line of said 11.3 acre tract, also being the west line of Common Area Lot 3 of Charleston Place I-B, a subdivision of record in Plat Book 85 Pages 178A-B of the Plat Records of Travis County, Texas;

THENCE with the west line of Charleston Place I-B, also being the east line of said 11.3 acre Silberberg tract, by courses 2 and 3 as follows:

- 2) S27°11'09"W a distance of 205.94 feet to an iron pin found at an angle point;
- 3) S22°43'07"W a distance of 84.00 feet to an iron pin found for the southeast corner of the herein described tract;

THENCE through the interior of said 11.3 acre Silberberg tract for the southerly and westerly lines of the herein described 2.750 acre tract, by courses 4-6 as follows:

- 4) N67°16'43"W a distance of 282.83 feet to an iron pin found at an angle point;
- 5) N55°16'44"W a distance of 123.02 feet to an iron pin found at an angle point for the southwest corner of the herein described tract;

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6) N34°16'11"E a distance of 325.96 feet to the POINT OF BEGINNING and containing 2.750 acres as calculated by Jeryl Hart Engineers, Inc. in September, 1994;

Prepared By:

JERYL HART ENGINEERS, INC.

Jeryl D. Hart

Jeryl D. Hart, R.P.L.S. #2377

F93025f

9/12/94

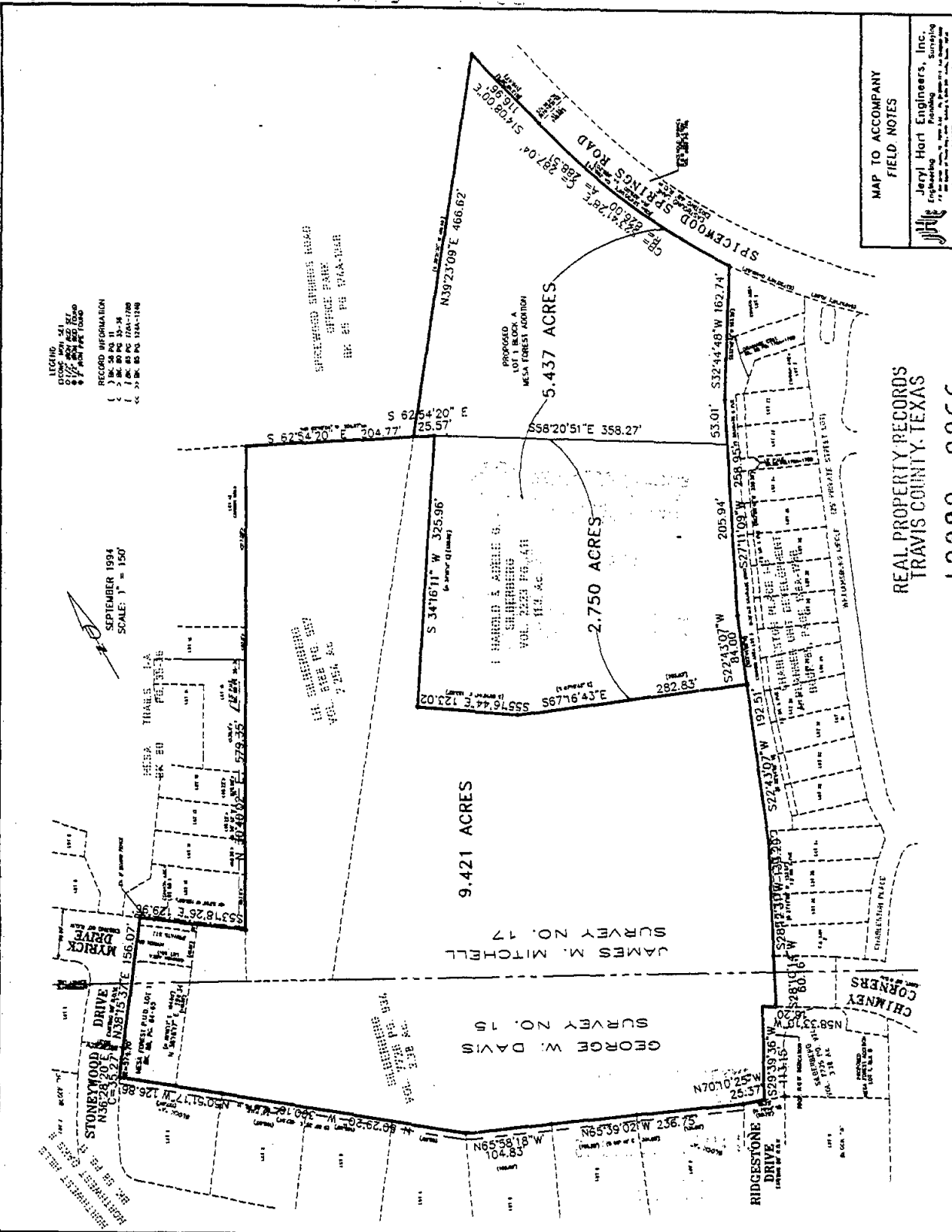
Date



AFTER RECORDING RETURN TO:
CITY OF AUSTIN/PLANNING DEPT.
301 W. 2nd
AUSTIN, TX 78701
ATTN: Hector Avila

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12299 0065



LEGEND
 O/C/M/...
 RECORD INFORMATION
 1. ...
 2. ...
 3. ...
 4. ...
 5. ...

SEPTEMBER 1994
 SCALE: 1" = 150'

SPICEWOOD SPRINGS ROAD
 OFFICE PARK
 BK 25 PG 51A-104B

PROPOSED
 LOT 1 BLOCK A
 MESA FOREST ADDITION

MAP TO ACCOMPANY
 FIELD NOTES
 JHJE
 Jeryl Hori Engineers, Inc.
 Surveying
 1100 West 11th Street, Suite 100
 Fort Worth, Texas 76102
 Phone: 817-335-1100
 Fax: 817-335-1101

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

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 12299 0066

EXHIBIT D

EXHIBIT D

FILED

94 OCT 24 AM 11:13

DANA DE BEAUVGIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

OCT 24 1994



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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