

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING GAS**

Preamble

This Declaration of Covenants, Conditions, and Restrictions Regarding Gas (the "Gas Declaration") is made effective on February 28, 2002, at Austin, Travis County, Texas, by Bell-Nash/Rathgeber Joint Venture ("Declarant"), whose mailing address is 2711 Hillview Green Lane, Austin, Texas 78703.

Recitals

1. Declarant is the owner of all that certain real property (the "Property") being approximately 616.24 acres of land out of the Wayman Wells Survey abstract 796, the Timothy McKane Survey No. 47 Abstract No. 525, The Calvin Barker Survey Abstract No. 50, and the Gordon C. Jennings Survey No. 35 abstract 438, in Travis County, Texas, and being a portion of those tracts of land conveyed to the Nash Family Partnership in a deed as recorded in Vol 11347, Page 492 of the Real Property Records of Travis County, Texas, and as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (save and except those tracts described on Exhibits "B", "C" and "D" attached hereto).
2. Declarant is developing the Property as a residential subdivision called Briarcreek (the "Subdivision"), the first section of which is platted pursuant to the plat and subdivision map known as Briarcreek Subdivision Section One, recorded in Document No 200100193 of the Official Public Records of Travis County, Texas (the "Section One Plat").
3. The Declarant has decided that a centralized underground community propane distribution system serving the Property ("Gas System") would be beneficial to the Subdivision, and has requested Texas Community Propane Briarcreek, LP, a Texas limited partnership ("Gas Company"), to provide such service.
4. In evaluating Declarant's request, Gas Company has determined that the request is not economically feasible unless all of the residential lots developed within the Property comply with the covenants, conditions, and restrictions contained herein.
5. As a condition to contracting with Declarant and committing to provide such service, the Gas Company, as the owner of the Gas System, has required certain restrictions to be placed upon the Property and certain covenants and conditions which affect each residential lot developed thereon. In accordance with both the doctrines of restrictive covenants and reliance by the Gas Company, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in order to obtain a Gas System.
6. Imposition of the restrictive covenants under this Declaration is made pursuant to and in consideration of that certain Propane Distribution System Agreement dated July 16, 2001 by and between Declarant and Gas Company (the "Propane Agreement").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

ARTICLE 1

Definitions

Lot

1.01. "Lot" means any legal lot or plot of land on the Property as shown on any plat or subdivision map recorded or to be recorded in the County of Travis which covers or in the future covers any portion of the Property, including, but not limited to, the Section One Plat, upon which a single-family dwelling is built, whether now or in the future. The term "Lot" does not include any portion of "Common Area" within the Property.

Owner

1.02. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a single-family dwelling. "Owner" excludes parties having only a security interest in a Lot.

ARTICLE 2

Easements

2.01. Except to the extent prohibited by the applicable governmental authorities, Declarant hereby grants to the Gas Company (a) the non-exclusive right to utilize the easements reserved for the installation and maintenance of utilities and drainage facilities as shown on the plat and subdivision maps recorded in Travis County, Texas for the Subdivision, including but not limited to the Section One Plat, and (b) a five-foot non-exclusive easement along the perimeter boundary of all Lots, both for the purpose of installing and maintaining the Gas System, as well as additional easements granted or to be granted by Declarant to Gas Company pursuant to the Propane Agreement by separate instrument and covering other portions of the Property. The Gas Company, its agents, contractors, successors, licensees and assigns, shall have the right to remove fences, landscaping, driveways, paving or other property of an Owner situated in an area covered by the easements referred to in this Article when utilizing these easements, provided that Gas Company shall restore driveways and fencing to its previous condition promptly following such work, at Gas Company's expense.

ARTICLE 3

Restrictions

3.01. The Property is restricted as follows: (i) All structures having more than 700 square feet of enclosed, temperature-controlled area built on a Lot shall be completely plumbed for propane gas to all water heaters, furnaces and permanently attached air heating systems, cooking ranges/cooktops, clothes dryers, fireplaces (if any), and swimming pool heating equipment (if any); (ii) other than containers utilized on the Property by or for the benefit of Gas Company, its successors and assigns, no fuel storage containers having more than a five gallon capacity which contains any fuel of any type (excluding gasoline and diesel fuel) shall be located, permitted, used or installed on the Property; and (iii) any property owner's association or similar entity established for the Property or any portion thereof shall have no right to impose any assessments, dues, tax or use fees against the owner or operator of any part of the Gas System or property interests related thereto.

ARTICLE 4

Covenants and Conditions

Propane Fuel Use Covenant and Condition

4.01. It is a required covenant and condition encumbering each respective Lot that all structures built on each respective Lot shall exclusively utilize propane gas as fuel for all water heaters, cooking ranges/cooktops, and furnaces and permanently attached air heating systems installed or utilized on such Lot ("Propane Use Requirements").

Waiver of Covenant and Condition

4.02. Each Lot is subject to the Propane Use Requirements contained in this Article 4 unless and until the Gas Company issues a written waiver signed by an authorized officer of the Gas Company. The Gas Company agrees to issue such waiver within five business days upon its receipt of a one-time waiver fee consisting of good funds ("Waiver Fee") accompanied by written notice identifying the payment as the Waiver Fee for specifically identified Lot and signed by the owner of said Lot.

Waiver Fee Obligation and Amount

4.03. Upon the occurrence of an "Event of Non-Compliance" on a Lot, the Owner of the respective Lot is obligated to and shall pay to Gas Company the applicable Waiver Fee. For the purposes of this Gas Declaration, an "Event of Non-Compliance" shall mean installing on a Lot either (i) a water heater or (ii) a furnace/permanently attached air heating system, either of which does not exclusively utilize propane gas as fuel.

The amount of the applicable Waiver Fee shall be as follows:

a. If the Waiver Fee and requisite written notice is received by Gas Company within thirty days of the occurrence of an Event of Non-Compliance on the respective Lot, or, if no Event of Non-Compliance has occurred yet the Owner of a Lot desires that the Lot no longer be subject to the Propane Use Requirements, the Waiver Fee shall equal \$1,000.00;

b. If the Waiver Fee and requisite written notice is not received by Gas Company within thirty days of the occurrence of an Event of Non-Compliance on the respective Lot, Declarant and its successors and assigns acknowledge that the delay will cause damage to the Gas Company. As it is impossible to currently determine the damage to Gas Company if such payment is not paid within this period, the Owner of the Lot at the time the Event of Non-Compliance occurs and/or its successors and assigns agree to pay as liquidated damages, and not as a penalty, the additional sum of \$250 for failure to make timely payment, resulting in a total Waiver Fee of \$1,250;

c. If the Waiver Fee and requisite written notice is not received by Gas Company within thirty days of the occurrence of the Event of Non-Compliance on the respective Lot and the Gas Company refers the unpaid Waiver Fee obligation to a collection agent or attorney, the Waiver Fee shall be \$1,250 plus all costs incurred by the Gas Company to collect the Waiver Fee including, but not limited to, collection service fees, attorney's fees, and court costs. The Gas Company agrees to provide written notice regarding the current amount of such costs incurred within five business days of its receipt of a written request from the Lot's owner accompanied by a self-addressed, postage-paid envelope.

ARTICLE 5
General Provisions

Enforcement

5.01. Gas Company shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, and reservations imposed by this Gas Declaration. Failure to enforce any restriction, covenant, condition, or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by an authorized officer of the Gas Company.

Severability

5.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

5.03. These easements, restrictions, covenants, and conditions are for the purpose of adding value to the Property and to enhance safety. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property and the Gas Company.

Duration and Amendment

5.04. The covenants, conditions, and restrictions of this Gas Declaration shall be effective for a term of fifty (50) years from the date this Gas Declaration is recorded. Thereafter, the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument mutually agreed to and signed by all of the Owners and the Gas Company. This Gas Declaration may be amended by an instrument mutually agreed to and signed by both ninety-five percent (95%) of the Owners of record within the Subdivision and by the Gas Company. Neither any amendment nor any termination shall be effective until recorded in the appropriate real property records of Travis County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

5.05. In the event Gas Company is required to file suit to enforce any portion of this Gas Declaration and prevails to any extent, the losing party shall reimburse to Gas Company its expenses incurred in suit, including, but not limited to, collection fees, attorney fees, and court costs.

Notice

5.06. Notice to Gas Company shall be effective the day after deposit into the United States Postal Service if sent by postage prepaid, certified mail, return receipt requested, to:

Texas Community Propane Briarcreek, LP

P. O. Box 26822

Austin, Texas 78731.

THIS GAS DECLARATION IS EXECUTED as of the _____ day of _____, 2002, to be effective this 28th day of February, 2002, at Travis County, Texas.

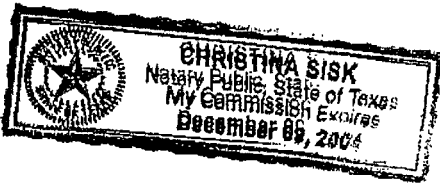
BELL-NASH/RATHGEBER JOINT VENTURE, a Texas joint venture

By: *Edward R. Rathgeber Jr*
Edward R. Rathgeber, Jr., its Managing
Venturer

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of April, 2002, by Edward R. Rathgeber, Jr., Managing Venturer of Bell-Nash/Rathgeber Joint Venture, a Texas joint venture, on behalf of said joint venture.

Christina Sisk
Notary Public for the State of Texas

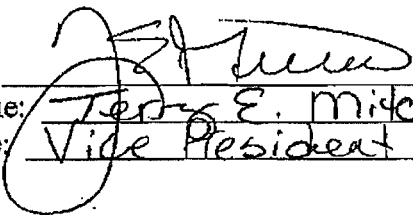


JOINDER

The undersigned, Continental Homes of Texas, L.P., as the owner and holder of a contractual right to purchase all of the Lots within the Property pursuant to that certain Amended and Restated Real Estate Purchase and Option Contract with Declarant, hereby joins in this Declaration for the purpose of evidencing its consent thereto.

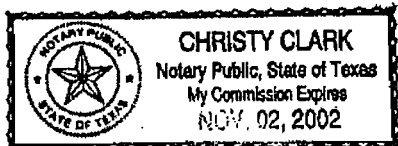
CONTINENTAL HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware corporation, its
General Partner

By: 
Name: Terry E. Mitchell
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16th day of April, 2002, by Terry E. Mitchell Vice President of CHTEX of Texas, Inc., the General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said partnership.



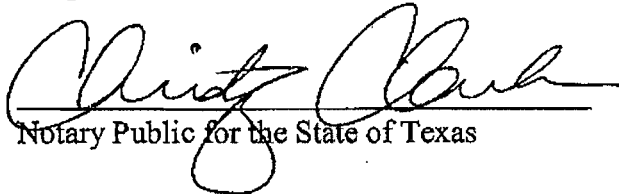

Notary Public for the State of Texas

EXHIBIT "A"
BUSH SURVEYING, INC.

1904 Fortview Road
Austin, Texas 78704
Phone (512) 442-0990
Fax (512) 442-1084

February 18, 1997

TRACT 1
635.095 Acres

FIELD NOTE DESCRIPTION OF 635.095 ACRES OF LAND OUT OF THE WAYMON WELLS SURVEY ABSTRACT 796, THE TIMOTHY MCKANE SURVEY NO. 47, ABSTRACT NO. 525, THE CALVIN BARKER SURVEY ABSTRACT NO. 58, AND THE GORDON C. JENNINGS SURVEY NO. 35, ABSTRACT 43B IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO THE NASH FAMILY PARTNERSHIP IN A DEED AS RECORDED IN VOLUME 11347 PAGE 492 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set at a fence cornerpost in the northeasterly right-of-way line of Blake Manor Road, being at the most southeasterly corner of that certain (16.66 acre) tract of land conveyed to Louis Brown in a deed as recorded in Volume 3360 Page 586 of the deed records of Travis County, Texas, being in the common line (as used and occupied on the ground) of the Calvin Barker Survey, Abstract 58 and the Waymon Wells Survey, Abstract No. 796, and being in the northwesterly line (as used and occupied on the ground) of that certain (418.3 Acre-Tract 2) as described in a deed to the Nash Family Partnership as recorded in Volume 11347 Page 492 of the Real Property Records of Travis County, Texas, and finally being for the most southwesterly corner of this tract,

THENCE, leaving said right-of-way line, with a fence along the southeasterly line of the Brown tract, N 30 deg. 30' 26" E 1472.75 feet to an inverted 60d nail found in concrete at the most southeasterly corner of Tract 9, of Barker Hills, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 78 Pages 197-198 of the Plat Records of Travis County, Texas, and being for an angle in the northwesterly line of this tract,

THENCE, with the southeasterly line of said Tract 9 the following two (2) courses:

- 1) N 30 deg. 51' 17" E 606.02 feet to a fence post,
- 2) N 30 deg. 23' 06" E 295.88 feet to a 1/2" iron rod found at the common southeasterly corner of said Tract 9 and Tract 8, also of said Barker Hills,

THENCE, with the southeasterly line of said Tract 8 N 30 deg. 21' 37" E 227.88 feet to an inverted 60d nail found in concrete, being at the most southeasterly corner of that certain (141.570 acre) tract of land conveyed to the American Federal Savings Bank in a deed as recorded in Volume 10910 Page 1111 of the Real Property Records of Travis County, Texas, and being for an angle in the northwesterly line of this tract,

THENCE, with the fence, N 30 deg. 33' 39" E 1325.51 feet to a bent 2" iron pipe found at the common westerly corner of that certain (202.83 acre-Tract 6) and that certain (100 acre-Tract 4) as described in the aforementioned Nash Family Partnership deed, and being for an angle in the northwesterly line of this tract,

THENCE, continuing with said fence, N 30 deg. 27' 45" E 2287.43 feet to a 1/2" iron rod at the base of a 6 inch hackberry tree, being at the most northeasterly corner of the Federal Bank Tract, and being at an angle in the southerly line of that certain (212 acre) tract of land conveyed to Gus G. Koether, et.ux. in a deed as recorded in Volume 1182 Page 192 of the Deed Records of Travis County, Texas, and being for an angle in the northwesterly line of this tract,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12963 2085

THENCE, with the southerly line of the Koether tract N 31 deg. 07' 55" E 262.11 feet to a 3/4" iron pipe found 6 feet north and 6' west of a fence corner post, being at the most northwesterly corner of this tract, and being at the common westerly corner of the Waymon Wells Survey Abstract No. 796, and the Timothy Mckane Survey No. 47, Abstract No. 525,

THENCE, with the common line of said surveys as used upon the ground, and continuing with the southerly line of the Koether tract S 60 deg. 09' 08" E 2356.33 feet to a 1/2" iron pipe found for the common southerly corner of the Koether tract, and that certain (102.5 acre) tract of land conveyed to Charles J. Poth in a deed as recorded in Volume 1648 Page 482 of the Deed Records of Travis County, Texas, and being for an angle in the northeasterly line of this tract,

THENCE, continuing with the common line of said surveys (as used upon the ground) with a fence along the southerly line of the Poth tract S 60 deg. 46' 40" E 1070.30 feet to a 3/4" iron pipe found at a fence corner post being at the most northwesterly corner of that certain (103.16 acre-3rd Tract) conveyed to Edwin R. Buster, et.ux. in a deed as recorded in Volume 4494 Page 429 of the Deed Records of Travis County, Texas, and being at or near the common northerly corner of said Wayman Wells Survey and the Gordon C. Jennings Survey No. 35, Abstract No. 438, and being for the most northeasterly corner of this tract,

THENCE, with a fence along the northwesterly line of the Buster tract, being called the common line of the Wells Survey and the Jennings survey, the following seven (7) calls:

- 1) S 41 deg. 38' 46" W 159.04 feet to a fence post,
- 2) S 29 deg. 26' 06" W 157.30 feet to a fence post,
- 3) S 31 deg. 05' 06" W 226.65 feet to a fence post,
- 4) S 35 deg. 40' 06" W 178.18 feet to a fence post,
- 5) S 25 deg. 12' 06" W 348.00 feet to a fence post,
- 6) S 24 deg. 37' 06" W 268.82 feet to a fence post,
- 7) S 28 deg. 37' 08" W 1244.23 feet to a 3/4" iron pipe found for the most northwesterly corner of that certain (316.33 acre) tract of land conveyed to Robert G. Kuykendall, et.al. in a deed as recorded in Volume 4958 Page 878 of the Deed Records of Travis County, Texas, and being at the most northeasterly corner of that certain tract of land conveyed by quitclaim deed to Robert Kuykendall, et.al. as recorded in Volume 4958 Page 886 of the Deed Records of Travis County, Texas, and being for an angle in the southeasterly line of this tract,

THENCE, with the fence along the westerly line of the Kuykendall (quitclaim) tract the following six (6) courses:

- 1) N 59 deg. 56' 08" W 1.52 feet to a fence post,
- 2) S 28 deg. 38' 06" W 732.40 feet to a fence post,
- 3) S 28 deg. 40' 06" W 450.88 feet to a fence post,
- 4) S 29 deg. 45' 06" W 1443.37 feet to a fence post,
- 5) S 29 deg. 37' 06" W 282.03 feet to a fence post,
- 6) S 28 deg. 01' 27" W 351.74 feet to a point where the westerly line of the Kuykendall (quitclaim) tract, crosses the west line of the Kuykendall (316.33 acre) tract, and being for an angle in the southeasterly line of this tract,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12963 2086

THENCE, with the westerly line of the Kuykenall (316.33 acre) tract the following four (4) courses:

- 1) S 27 deg. 16' 06" W 711.56 feet to a fencepost,
- 2) S 27 deg. 28' 36" W 321.23 feet to a 60d nail found at the base of a fence post,
- 3) S 07 deg. 04' 49" E 63.98 feet to a 60d nail found at the base of a fence post,
- 4) S 27 deg. 34' 14" W 883.42 feet to a fence post found at the most northeasterly corner of that certain tract of land conveyed by James Nash to Travis County (for right-of-way of "Caffey Lane") by quitclaim deed as recorded in Volume 5063 Page 1709 of the Deed Records of Travis County, Texas, and being for an angle in the southeasterly line of this tract,

THENCE, with the northwesterly right-of-way line of said Caffey Lane the following four (4) courses:

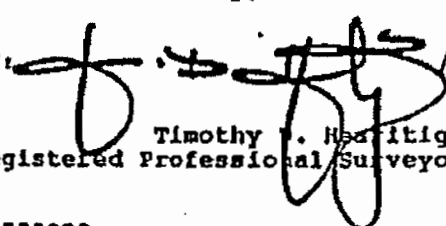
- 1) S 87 deg. 04' 52" W 95.70 feet to a fence post,
- 2) S 27 deg. 27' 38" W 141.71 feet to a fence post,
- 3) S 06 deg. 09' 57" W 53.76 feet to a fence post,
- 4) S 27 deg. 28' 28" W 570.53 feet to a 1/2" iron rod set at a fence corner post in the northeasterly right-of-way line of Blake Manor Road, being for the most southeasterly corner of this tract,

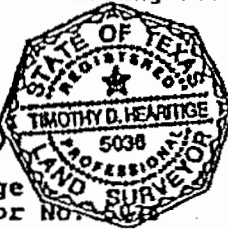
THENCE, with the northeasterly right-of-way line of Blake Manor Road, the following five (5) courses:

- 1) N 57 deg. 40' 00" W 1373.29 feet to a 1/2" iron rod set,
- 2) along a curve to the right, having a radius of 702.91 feet, and a chord which bears N 21 deg. 20' 01" W 832.93 feet to a 1/2" iron rod set,
- 3) N 15 deg. 00' 00" E 227.98 feet to a 1/2" iron rod set,
- 4) along a curve to the left, having a radius of 911.11, and a chord which bears N 05 deg. 49' 45" W 647.95 feet to a 1/2" iron rod set,
- 5) N 26 deg. 36' 14" W 1441.22 feet to the PLACE OF BEGINNING, in all containing 635.095 acres of land.

SURVEYED: February, 1997

BY:


Timothy D. Hearitige
Registered Professional Surveyor No. 5038



B 530002
revised 2-27-97

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

~~12963 2087~~

EXHIBIT "B"

FOR

15.1844 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WAYMOND WELLS SURVEY, ABSTRACT NO. 796 AND THE GORDON C. JENNINGS SURVEY NO. 35, ABSTRACT NO. 438 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESIGNATED AS THE NORTH TRACT, CONTAINING 635.095 ACRES OF LAND, CONVEYED TO BELL/NASH, LTD. BY THE CORRECTION PARTITION DEED RECORDED IN VOLUME 12958, PAGE 701 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2 inch iron pin found at the most Southerly corner of the said 635.095 acre tract, being at the intersection of the Northeast r.o.w. line of Blake Manor Road, a 60 foot wide public right-of-way, and the Northwest r.o.w. line of Caffey Lane, a public right-of-way varying in width;

THENCE along the Southeast line of said 635.095 acre tract, being along the Northwest line of Caffey Lane, N 27°28'28" E for a distance of 10.04 feet to a 1/2 inch iron pin set for the most Southerly corner and PLACE OF BEGINNING hereof;

THENCE along the Southwest line of the herein described tract, being along a line 10 foot from and parallel to the Northeast r.o.w. line of Blake Manor Road, N 57°40'00" W for a distance of 854.14 feet to a 1/2 inch iron pin set for the most Westerly corner hereof;

THENCE along the Northwest line of the herein described tract, N 32°20'00" E for a distance of 950.00 feet to a 1/2 inch iron pin set for the most Northerly corner hereof;

THENCE along the Northeast line of the herein described tract for the following courses:

S 57°40'00" E for a distance of 25.00 feet to a 1/2 inch iron pin set at an angle point

S 27°40'21" W for a distance of 180.00 feet to a 1/2 inch iron pin set at an angle point

S 62°19'39" E for a distance of 810.00 feet to a 1/2 inch iron pin set in the Southeast line of said 635.095 acre tract, for the most Easterly corner hereof;

THENCE along the Southeast line of said 635.095 acre tract, S 27°40'21" W for a distance of 34.16 feet to a 1/2 inch iron pin set at the Northeast corner of Caffey Lane;

FIELD NOTES
FOR

15.1844 ACRE TRACT - Page Two

THENCE continuing along the Southeast line of said 635.095 acre tract, being along the Northwest r.o.w. line of Caffey Lane for the following courses:

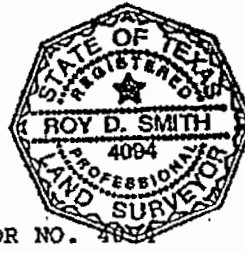
S 87°41'34" W for a distance of 95.78 feet to a 1/2 inch iron pin set at an angle point

S 27°27'38" W for a distance of 141.71 feet to a 1/2 inch iron pin set at an angle point

S 06°09'57" W for a distance of 53.76 feet to a 1/2 inch iron pin set at an angle point

S 27°28'28" W for a distance of 560.49 feet to the PLACE OF BEGINNING and containing 15.1844 acres of land, more or less.

SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.



Roy D. Smith
ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR NO. 4084
October 1, 1997

Job No. 1799-98

EXHIBIT C

FIELD NOTES
FOR

ELEVATED WATER TANK SITE - 0.609 ACRE

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WAYMON F. WELLS SURVEY, ABSTRACT NO. 796 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 635.095 ACRE TRACT OF LAND DESIGNATED AS "THE NORTH TRACT" AS CONVEYED TO BELL/NASH, INC. BY INSTRUMENT RECORDED IN VOLUME 12958, PAGE 701 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch capped iron pin found at the Southeasterly corner of Lot 1, Block D, Briarcreek Subdivision Section One, a subdivision recorded in Document No. 200100193 of the Official Public Records of Travis County, Texas, for the Northeast corner and PLACE OF BEGINNING hereof;

THENCE along the East line of the herein described tract, S 17°22'36" E for a distance of 198.08 feet to a ½ inch capped iron pin set for the Southeast corner hereof;

THENCE along the South line of the herein described tract, S 81°15'00" W for a distance of 160.00 feet to a ½ inch capped iron pin set in the Southwesterly line of said 635.095 acre tract being in the Easterly r.o.w. line of Blake Manor Road, for the Southwest corner hereof;

THENCE along the Easterly r.o.w. line of Blake Manor Road, along a curve to the left whose radius is 911.11 feet, whose arc is 150.17 feet and whose chord bears N 15°35'07" W for a distance of 150.00 feet to a ½ inch capped iron pin set for the Northwest corner hereof;

THENCE along the North line of the herein described tract, N 65°31'50" E for a distance of 105.46 feet to a ½ inch capped iron pin found at the Southwesterly corner of said Lot 1, Block D;

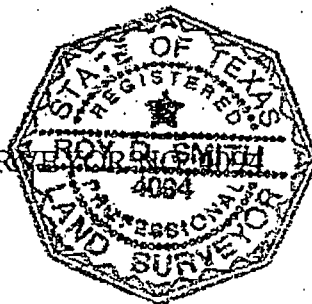
THENCE continuing along the North line of the herein described tract, being along the Southerly line of said Lot 1, Block D, N 59°47'06" E for a distance of 50.10 feet to the PLACE OF BEGINNING and containing 0.609 acre of land, more or less.

SURVEYED BY:

Roy D. Smith Surveyors, P.C.


ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR
October 5, 2001



FIELD NOTES TO
133,371 SQUARE FEET OR 3.062 ACRE
PROPOSED LOT 177, BLOCK F, BRIARCREEK SUBDIVISION
WASTEWATER TREATMENT PLANT

133,371 SQUARE FEET OR 3.062 ACRE OF LAND OUT OF THE WAYMON F. WELLS SURVEY ABSTRACT 796 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (635.095 ACRE) TRACT OF LAND DESCRIBED AS "THE NORTH TRACT" AS CONVEYED TO BELL/NASH, INC. BY INSTRUMENT OF RECORD IN VOLUME 12958, PAGE 701 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND SAID 133,371 SQUARE FEET OR 3.062 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the proposed north R.O.W. line of "Briarcreek Loop", a proposed 70 foot wide right-of-way, for the most Southerly corner and PLACE OF BEGINNING hereof, from which the Northwest corner of said (635.095 Acre) tract, same being at the approximate Northwest corner of said Waymon F. Wells Survey, bears N 07 deg. 40' 58" E a distance of 2923.87 feet;

THENCE leaving the proposed north R.O.W. line of Briarcreek Loop, along the westerly and northerly lines of the herein described tract, the following six (6) courses:

- N 13 deg. 40' 00" W a distance of 140.00 feet;
- N 22 deg. 22' 58" E a distance of 235.00 feet;
- N 76 deg. 20' 00" E a distance of 300.00 feet;
- N 15 deg. 24' 22" E a distance of 77.49 feet;
- N 75 deg. 14' 03" E a distance of 88.93 feet;
- S 45 deg. 41' 51" E a distance of 291.47 feet to a point

for the most Easterly corner hereof;

THENCE along the easterly lines of the herein described tract, the following seven (7) courses:

- N 79 deg. 12' 15" W a distance of 73.63 feet;
- S 71 deg. 33' 20" W a distance of 161.28 feet;
- S 42 deg. 27' 51" W a distance of 145.12 feet;
- S 23 deg. 49' 55" W a distance of 17.40 feet;

Return:

Texas Community Propane Briarcreek, LP

P O Box 26822

Austin, TX 78731



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

05-16-2002 03:07 PM 2002091707
BAZANJ \$35.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.