## GENERAL WARRANTY DEED

DATE: \_\_\_\_MARCH / , 1995

GRANTOR: KC LAND, INC., a TEXAS corporation, domiciled and having its principal place of business in Bastrop, Bastrop County, Texas

GRANTOR'S MAILING ADDRESS: P.O. BOX 53, BASTROP, BASTROP COUNTY, TEXAS 78602

GRANTEE: LOUIS J. THOMPSON

GRANTEE'S MAILING ADDRESS: 5512 LOMA OAK COURT, SACRAMENTO CALIFORNIA 95842

### CONSIDERATION:

\$10.00 cash, other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of all of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied.

## PROPERTY:

SURFACE ESTATE ONLY in and to Tract Number 231, Section IV, KC ESTATES, a subdivision in Bastrop County, Texas, as shown on the map or plat of said subdivision as recorded in Plat Cabinet #1, page 172-B, Plat Records of Bastrop County, Texas, said Tract 231 containing 5.076 acres of land, more or less.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

SAVE AND EXCEPT, and there is hereby reserved unto KC LAND, INC., its successors and assigns, all of the oil, gas, coal, lignite, and any and all other minerals, both solid and liquid, lying in, on, under, or that may be produced or mined from the above described property, FOREVER; together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing the above described property for oil, gas, coal, lignite and any and all other minerals and removing the same therefrom.

This conveyance is subject to any and all existing restrictions, mineral and/or royalty reservations and interests, conditions, covenants, easements, and right-of-ways, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Bastrop County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

This conveyance is also made subject to the restrictions shown on Exhibit "A" which is attached hereto and made a part hereof for all pertinent purposes.

KC LAND, INC.

President

ATTEST:

lan Kelley, Secretary

Corporate Seal )

THE STATE OF TEXAS,

COUNTY OF BASTROP.

This instrument was acknowledged before me on the  $\frac{\sqrt{s}}{day}$  of  $\frac{MARCH}{day}$ , 19 $\frac{95}{s}$ , by O. Allen Cassel, President of KC LAND, INC., a Texas corporation, on behalf of said corporation.

My commission expires: 9-1-98

Notary Public

State of Texas

Commits L Richard B. Welch Printed name of notary

NOTARY SEAL

### EXHIBIT "A"

# CONDITIONS AND RESTRICTIONS K. C. ESTATES, SECTION 4

- No mobile home or non-permanent structure may be closer than 200 feet of the front property line. A permanent structure being defined as one containing not less than 1200 square feet and being erected upon a permanent foundation.
- All outbuildings shall be located to the rear of the residence.
- 3. It is specifically agreed that lot owners shall not excavate, remove, or sell the soil, not cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. However, it is specifically agreed that all garbage and/or trash will be promptly hauled away by the lot owner or at his expense.
- 4. Whenever a residence, mobile home, or livable non-permanent structure is established on any tract, it shall provide an inside toilet and shall be connected with a septic tank and drain field approved by any governmental agency. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewage into roads, lakes, streets, alleys, ditches, ravines, or upon open ground shall be prohibited and enforceable as any other violation of these restrictions.
- No commercial livestock, or poultry operation will be allowed. No hogs are allowed on any part of this subdivision.

These restrictions shall be binding and enforceable by any owner in the subdivision. Such restrictions shall be binding for 25 years from date, and upon such termination date if the majority of the owners in the subdivision shall vote to continue same, same shall be continued for an additional 15 years.

SEP 25 1995

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COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP in robby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on

OCT 4 1995 Shirty Hilliam

COUNTY CLERK BASTROP COUNTY, TEXAS

> COUNTY CLERK'S MEMO PORTIONS OF THIS DOCUMENT NOT REPRODUCIBLE WHEN RECORDED