

3368 WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF KERR §

That Kerrville Hills Development Co., a corporation with offices in Kerrville, Kerr County, Texas, hereinafter called Grantor for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to it in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto Joe H. Benson and wife, Adele Forrester Benson, all of the following described real property located in Kerr County, Texas,

to-wit:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas comprising 0.114 acre, 90 feet by 55 feet tract, out of Original Survey No. 147, Nathaniel Hoyt, Abstract No. 178, and being out of the Kerrville Hills Golf Course area, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake the North corner of this tract, and the West corner of a separate 90 x 56 foot Hill tract located 750.7 feet S, 7°15'E. from a fence corner post the East corner of that 35.7 acres which was conveyed from W. B. Saner to L. D. Brinkman by deed dated Oct. 27, 1971 recorded in Volume 152 at Page 481 of the Deed Records of Kerr County, Texas, and said fence corner post located approximately 1748 feet S, 45°W. from the North or upper river corner of said Original Survey No. 147, Nathaniel Hoyt; THENCE S. 32°22'E. 90.0 feet to an iron stake the South corner of said Hill tract; THENCE S. 57°38'W. 55.0 feet to an iron stake the East corner of a separate 90 x 46 foot Spencer tract; THENCE N. 32°22'W. 90.0 feet to an iron stake the North corner of said Spencer tract; THENCE N. 57°38'E. 55.0 feet to the place of BEGINNING.

To the extent that the above described land may be covered or affected thereby this conveyance is made subject to the restrictions, easements, terms and conditions for Kerrville Hills Country Club Estates, a

subdivision, according to the plat thereof recorded in Volume 3, page 21 of the Plat Records of Kerr County, Texas, as supplemented and amended by Plats recorded in Volume 3, page 70 and Volume 3, page 71 of such records and Restrictions recorded in Volume 148, page 390 of the Deed Records of Kerr County, Texas.

There is excepted from this conveyance and reserved unto Grantor, its successors and assigns, all of the oil, gas and other minerals (whether or not of like kind) in and under the above described land.

Grantor shall preserve, provide and maintain for the use and benefit of said Grantee convenient access to said land by way of improved roadway connected to a public roadway adjacent to Grantor's Country Club-Golf Course-Subdivision out of which this land is carved. This shall be a covenant running with the land.

Grantor shall construct a road or entrance way along and to the North or Northeast boundary of said land then Grantee shall have and is hereby granted an easement to use such land and area as may lie between such North or Northeast boundary of said land and the adjoining curb of said road or entrance way for lawn and similar purposes and Grantee shall maintain such easement area in a condition compatible in appearance with Grantor's surrounding property and Grantor's Country Club-Golf Course-Subdivision project. This obligation undertaken by Grantee shall be a covenant running with the land.

Grantee shall obtain Grantor's approval of the plans, specifications and use of any building or other improvement to be constructed upon said land prior to commencement of construction thereof. Such land shall be used, owned and occupied consistent with the environment existing within Grantor's Country Club-Golf Course-Subdivision project.

Grantor shall install at Grantor's expense a septic tank suitable to serve such improvements as may be constructed by Grantee upon such land

and maintain the same until such time as Grantor may construct and connect the improvements on said land to a permanent sewage system; however, Grantees shall pay to Grantor a reasonable monthly charge for such septic tank and subsequent sewage service. Grantor shall extend to said land water and electricity lines at such time as construction of improvements thereon are commenced by Grantees. Grantor shall extend telephone lines to said land when construction of improvements thereon are completed and suitable for occupancy. Grantees shall arrange with the supplying utility for electrical and telephone service and pay for same directly to such utility. Grantor shall furnish water to said land from its subdivision water system and Grantees shall pay Grantor therefor at the same rate charged, from time to time, by the City of Kerrville, Texas, for service outside the city limits. Permanent electricity and similar lines shall be underground.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, personal representatives and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs, personal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 11th day of September, 1972.

ATTEST:

By: Donald W. Mansson
Secretary

KERRVILLE HILLS DEVELOPMENT CO.

By: Glen B. Burkner
President