

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF WEBB       §

KNOW ALL MEN BY THESE PRESENTS:

**ZAMORA ROAD COVENANTS FOR MAINTENANCE**

**INTRODUCTION AND DECLARATION**

**WHEREAS, Celia Crowder, Raul Zamora and Hector Zamora**, hereinafter called "**Declarant**" are the owners of certain real property lying and situated in Webb County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein for all relevant purposes less and except any right, title and interest of Webb County, Texas in and to Zamora Road as herein defined, less and except all right, title and interest of third parties and entities in and to Guadalupe Road herein after defined (the "**Property**"); and

**WHEREAS**, it was and now is deemed to be in the best interest of said owners, and all of the persons, corporations or other entities who might purchase part of the surface estate of the Property in the future, that there be established and maintained a uniform contingency plan for the maintenance of that portion of what is now commonly known as the "**Zamora Road**", that lies within the Property which is being partitioned by that certain Partition Agreement referenced below, being the surface estate only of that certain **7.45** tract more particularly described on Exhibit "B" attached hereto and incorporated herein for all relevant purposes; that certain **2.35** acre tract more particularly described on Exhibit "C" attached hereto and incorporated herein for all relevant purposes (the tracts described in Exhibit "B" and Exhibit "C" collectively referred to herein as the "Zamora Road"); and that certain 2.42 acre tract more particularly described on Exhibit "D" attached hereto and made a part hereof for all relevant purposes (referred to as the "Guadalupe Road").

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the following covenants, conditions and restrictions which shall be taken and deemed as covenants to run with the land, shall be binding upon all parties acquiring primary and subsequent ownership of any tract of land comprising part of the **Property** and upon tenants or lessees of such owners. If Declarant, or any of its successors or assigns, or person, or entity acquiring land, either as primary or subsequent purchasers, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant, its successors and assigns, or Declarant, their heirs, successors and assigns, or any person or persons, or legal entity owning any of the subject property to prosecute any proceedings at law and/or in equity, against the person, or entity, violating or attempting to violate any such covenants and either to prevent him or them or it from so doing or to recover damages and/or pursue other remedies for such violations.

Furthermore, Declarant may deem it desirable for the efficient preservation of the values of the **Property** to create an entity to which the Zamora Road may be conveyed and/or transferred and to which will be delegated and assigned the powers of maintaining

the Zamora Road and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, Declarant may cause to be incorporated under the laws of the State of Texas, a nonprofit corporation or other entity known as **"The Property Owner's Association of Zamora Road"** (or some similar name as may be available) which entity shall be subject to the provisions herein as to membership, voting rights and other relevant matters.

To further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that the **Property** shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions, and/or restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each tract or parcel of land subject to this Declaration in favor of each and all other land lying and situated within the **Property**; to create privity of contract and privity of estate between the grantees of any and all portions of the **Property**, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such owners becoming subject to this Declaration.

Declarant shall have and retain full power and authority, without the further vote or consent of other owners or members to grant, transfer and convey, from time to time within Declarant's sole and exclusive discretion, all or part of the Surface Estate only of the Zamora Road and/or the Guadalupe Road subject to reservation of easements and subsurface interest to:

- (i) The Property Owners Association of Zamora Road (or similar entity);
- (ii) The County of Webb, State of Texas; or
- (iii) To any other governmental entity, the State of Texas or any branch or political subdivision thereof.

Provided that any such conveyance shall be subject to the reservation of all existing rights of ingress and egress over and across the Zamora Road and/or the Guadalupe Road, whether of record or not, including but not limited to the rights of Webb County, Texas and the public, and those rights provided for in that certain Partition Agreement by and between Declarant dated the 3rd day of March 2008, partitioning the Property, including Guadalupe Road, among them but retaining equal undivided ownership in Zamora Road and Guadalupe Road.

## ARTICLE I

**1.1 Zamora Road Maintenance.** Zamora Road as defined herein to include only those two (2) tracts referenced above, overlaps or coincides with certain parts of what is currently recognized and maintained as a County Road by the County of Webb, State of Texas, commonly known as the Zamora Road. In the event that the County of Webb ceases to recognize this as a County Road, abandons and ceases to maintain all or part of Zamora Road, as defined herein, the owners of the

Property, or any part thereof, shall bear the expense of maintaining same in good condition as an all weather road and that such expense shall be borne pro rata on a per acre basis.

1.02 Enforcement. Declarant may, at its option but without any obligation to do so, maintain the Zamora Road, and the cost of such maintenance shall be assessed to the owners of the Property, which assessment shall be a lien upon the land lying within the property of the assessed owner.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**SECTION 1. MEMBERSHIP.** There shall be two (2) classes of membership, Class A and Class B.

**SECTION 2. CLASS A MEMBERSHIP.** Every person or entity, except Declarant, who becomes an Owner of any Lot subject to the provisions of this Declaration and which is subject to assessment by Declarant and/or the Association automatically shall be a Class A member of the Association by acceptance of a deed of conveyance, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

**SECTION 3. CLASS B MEMBERSHIP.** Declarant shall be Class B members.

**SECTION 4. VOTING RIGHTS.** The Association shall have two classes of members who shall be the persons or entities as provided in Section 2 and 3. Each Class A member shall be entitled to one vote for each acre in a tract in which he holds the interest required for membership. When more than one person holds such interest in common with others (i.e. an undivided interest), all such persons shall be Members and the vote for such tract shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such tract. The Class B members shall be entitled to three (3) votes for each acre owned respectively, from time to time by each Declarant.

## ARTICLE III

### COVENANTS AND LIENS FOR MAINTENANCE ASSESSMENTS

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION WITH RESPECT TO ASSESSMENTS.** Declarant, for any tract within the Property subject to the provisions of this Declaration, hereby covenants and each owner of any such tract, by acceptance of a deed therefore or contract for the purchase thereof (whether in whole or in part and whether or not it shall be so expressed in any such deed or contract), shall be

deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an assessment, from time to time as herein provided. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person or entity who is the owner of such assessed land at the time when the assessment falls due.

In a voluntary conveyance of a tract, the grantee of the tract shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses, up to time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from Declarant, the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, interest thereon and costs of collection.

**SECTION 2. PURPOSE OF GENERAL LOT ASSESSMENTS.** The assessments levied by the Association may be used for the purposes set out in Article I, Section 1.1 hereinabove; maintenance; for subsidizing appropriate governmental authorities in efforts to prevent parking of vehicles on Zamora Road; for enforcement of these Covenants, Conditions and Restrictions in general; and for administrative expenses incidental thereto.

**SECTION 3. AMOUNT AND ALLOCATION OF ASSESSMENTS.**

- (a) The amount of the tract or lot assessments shall be determined periodically by Declarant or by the Board of Directors of the Association as the case may be.
- (b) Any references to acreage herein shall include portions of acres rounded to the second decimal place.
- (c) The Declarant or Board of Directors of the Association (the "Board"), as the case may be, may fix special assessments as needed in such amounts as may be reasonably necessary; and annual assessments at an amount not in excess of the combined advalorem tax rate for Webb County, Texas for the preceding calendar year multiplied by the property value according to the most recent value of the Webb County Appraisal District. The property value for purposes hereof shall not be based upon any special use valuation such as agricultural use but rather shall be the current fair market value without regard for any such special use valuation.

**SECTION 4. BILLINGS FOR ASSESSMENTS.** Assessments may be billed annually, semi-annually, quarterly or monthly, as the Declarant or Board of Directors of the Association may determine, as the case may be. Assessments shall be due and payable upon receipt of invoice.

**SECTION 5. EFFECT ON NONPAYMENT OF ASSESSMENT; THE LIEN; PERSONAL OBLIGATION OF THE OWNER.** If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Webb County Clerk an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation.

**SECTION 6. INTEREST, REMEDIES OF THE ASSOCIATION.** Delinquent assessments shall bear interest at the maximum lawful per annum rate from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided and reasonable attorney's fees to be fixed by the court, together with the costs of such action.

**SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure of lien, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

**SECTION 8. PROOF OF PAYMENT.** The Association may upon request, for a service fee of not more than 300% of the current cost of a property tax certificate being charge by the Webb County, Texas Tax Assessor-Collector, at any time shall furnish any Owner liable for any assessment a certificate in writing signed by Declarant or an officer of the Association, as the case may be, setting forth what assessments, if any, which have been made with respect to said owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

## ARTICLE IV

### GENERAL PROVISIONS

**SECTION 1. DURATION.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors or assigns, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending twenty-five (25) years from the date hereof. During such initial term the covenants and restrictions of this declaration may be changed or amended only as provided in Article IV, Section 6 herein below. Upon the expiration of such initial term, said covenants and restrictions (as amended, if amended), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be terminated only by an instrument signed and acknowledged by the then record Owners of not less than seventy-five (75%) percent of Class A and Class B members, with such votes weighted as provided in Article II hereinabove and properly recorded in the appropriate records of Webb County, Texas.

#### **SECTION 2.**

(a) **ENFORCEMENT.** The Association; Declarant, their heirs, successors and assigns; or any Owner of any land subject to this Declaration, at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, and all other provisions set out in this Declaration. Failure to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default. Actions for enforcement may be brought against the owner and/or occupant of any land within the subdivision.

(b) **ATTORNEY'S FEES.** In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings.

**SECTION 3. REMEDIES NOT EXCLUSIVE.** The remedies provided for herein for breach of these Covenants, Conditions and Restrictions are not exclusive, but rather are cumulative, that is they are in addition to any other rights or causes of action which the Declarant, the Association, or any owner may have at common law, by statute, at law or in equity. Furthermore, it is hereby expressly provided that the Declarant, the Association, and/or any owner shall have a cause of action against any owner and/or occupant of any land within the subdivision for damages to person or property resulting from any breach of these Covenants, Conditions and Restrictions.

**SECTION 4. DEDICATION TO PUBLIC.** Declarant may, at any time and from time to time hereinafter, execute, acknowledge and file for record in the Webb County Clerk's office instruments describing all or any portion of the Zamora Road and dedicate same to public use.

**SECTION 5. DECLARANT.** Any reference herein to an act, decision of, right, or authority of Declarant shall refer to the affirmative vote of a majority vote of the three individuals who constitute the Declarant, i.e. those three individuals executing this declaration, their respective heirs, executors, administrators, successors and assigns, according to their weighted voting rights according to the number of acres of the Property then owned by each, as provided in Article II hereinabove.

**SECTION 6. AMENDMENTS BY DECLARANT.** The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for any other purpose, provided that any such amendment shall be consistent with and in furtherance of the purpose of this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee.

**SECTION 7. INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is the most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

**SECTION 8. OMISSIONS.** If any punctuation, word, clause, sentence, or provision necessary to give meaning or validity to this Declaration should be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

**SECTION 9. NOTICES.** Any notice required to be sent to any Declarant, Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association and/or the County Clerk of Webb County, Texas at the time of such mailing.

**SECTION 10. GENDER AND GRAMMAR.** The singular, wherever uses herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

**SECTION 11. SEVERABILITY.** Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall

in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

**SECTION 12. TITLES.** The titles, headings or captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.

**SECTION 13. CONTINUING EFFECT.** These Protective Covenants shall run with the property and be binding upon and inure to the benefit of all future owners, and/or tenants of all or any portion of the Property, their heirs, executors, successors and assigns.

**SECTION 14. CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in said property.

EXECUTED this 3rd day of March, 2008.

**DECLARANT:**

*Celia Crowder*  
CELIA CROWDER

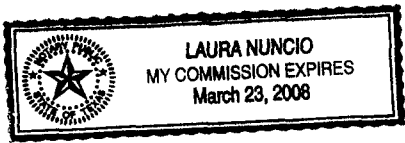
*Raul Zamora*  
RAUL ZAMORA

*Hector Zamora*  
HECTOR ZAMORA



STATE OF TEXAS       §  
                                  §  
COUNTY OF WEBB     §

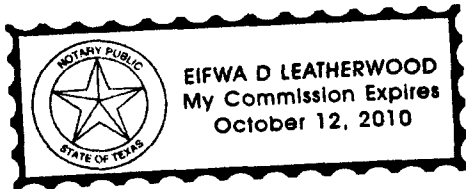
This instrument was acknowledged before me on the 3rd day of March, 2008 by CELIA CROWDER.



*Laura Nuncio*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

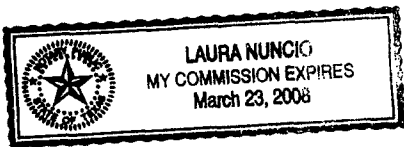
This instrument was acknowledged before me on the 1<sup>st</sup> day of March, 2008 by RAUL ZAMORA.



*EIFWA D. Leatherwood*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF WEBB     §

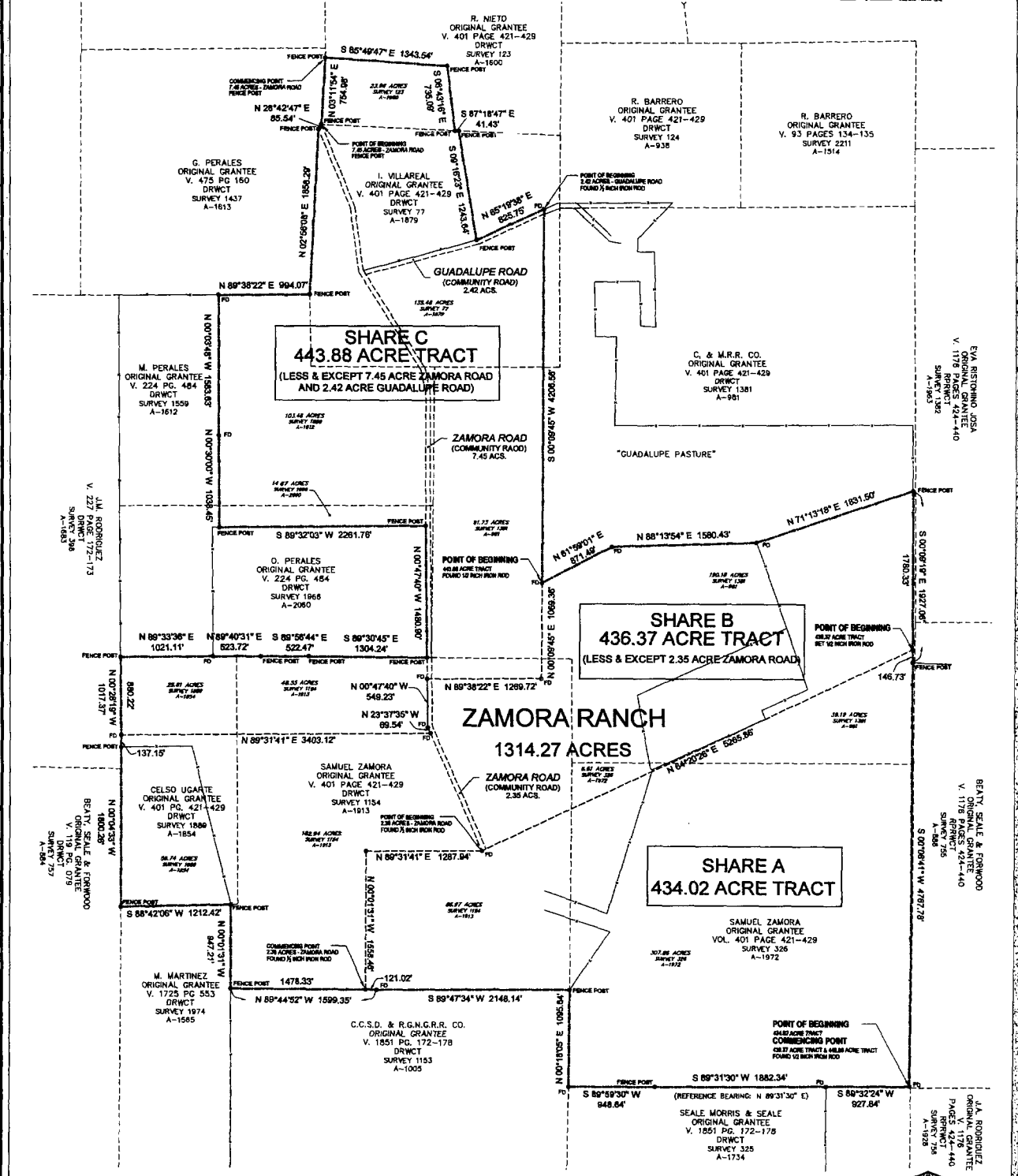
This instrument was acknowledged before me on the 3rd day of March, 2008 by HECTOR ZAMORA.



*Laura Nuncio*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

# ZAMORA RANCH PARTITION SURVEY

SHOWING THE SURFACE OF THREE PARTITIONS, OUT OF A 1314.27 ACRE TRACT, MORE OR LESS, SITUATED IN SURVEY 123, ABSTRACT 1800, ORIGINAL GRANTEE R. NIETO, SURVEY 77, ABSTRACT 1879, ORIGINAL GRANTEE I. VILLAREAL, SURVEY 1559, ABSTRACT 1612, ORIGINAL GRANTEE M. PERALES, SURVEY 1381, ABSTRACT 881, ORIGINAL GRANTEE C. & M.R.R. CO., SURVEY 1966, ABSTRACT 2060, ORIGINAL GRANTEE O. PERALES, SURVEY 1889, ABSTRACT 1654, ORIGINAL GRANTEE CELSO UGARTE, SURVEY 1154, ABSTRACT 1913, ORIGINAL GRANTEE SAMUEL ZAMORA, SURVEY 326, ABSTRACT 1972, ORIGINAL GRANTEE SAMUEL ZAMORA, RECORDED IN VOLUME 401, PAGE 421-429, DEED RECORDS OF WEBB COUNTY, TEXAS.



BASES OF BEARINGS:  
HAD BEYOND THE TEXAS STATE PLANE 4208 COORDINATES, AND, ESTABLISHED ON THE GROUND FROM USGS CONTROL MONUMENT "USA"

STATE OF TEXAS  
COUNTY OF WEBB  
I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3844, DO HEREBY CERTIFY THAT THE SURVEY MAP SHOWN IS TRUE, AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND, UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.  
WITNESS MY HAND AND SEAL



3-14-08

**ZAMORA RANCH**  
WEBB COUNTY, TEXAS

**PARTITION SURVEY**

DATE OF SURVEY: 3-14-08

DRAWN BY: J.L. RODRIGUEZ

CHECKED BY: J.L. RODRIGUEZ

DATE: 3-14-08

SHEET NO. 1

GILPIN SURVEYING COMPANY  
10115, FRENCH ROAD, SUITE 8  
LAWRENCE, TEXAS 75001

PH: (409) 750-2222  
FAX: (409) 750-2222

J.L. RODRIGUEZ  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 3844  
EXPIRES: 3-31-11

STATE OF TEXAS \*  
COUNTY OF WEBB \*  
7.45 ACRES - ZAMORA ROAD (COMMUNITY ROAD)

LEGAL DESCRIPTION OF A 7.45 ACRE PARCEL OF LAND, MORE OR LESS, BEING OUT OF A 1314.27 ACRE TRACT, MORE OR LESS, SITUATED IN SURVEY 123, ABSTRACT 1600, ORIGINAL GRANTEE R. NIETO, SURVEY 77, ABSTRACT 1879, ORIGINAL GRANTEE I. VILLARREAL, SURVEY 1559, ABSTRACT 1612, ORIGINAL GRANTEE M. PERALES, SURVEY 1381, ABSTRACT 981, ORIGINAL GRANTEE C. & M.R.R. CO., SURVEY 1966, ABSTRACT 2060, ORIGINAL GRANTEE O. PERALES, SURVEY 1889, ABSTRACT 1854, ORIGINAL GRANTEE CELSO UGARTE, SURVEY 1154, ABSTRACT 1913, ORIGINAL GRANTEE SAMUEL ZAMORA, SURVEY 326, ABSTRACT 1972, ORIGINAL GRANTEE SAMUEL ZAMORA, RECORDED IN VOLUME 401, PAGES 421-429, DEED RECORDS OF WEBB COUNTY, TEXAS. SAID 7.45 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

Commencing at a point being the most northerly northwest corner of a 443.88 Acre Tract delineated in "Zamora Ranch Partition Survey".

Thence, S 03°11'54" W, with the westerly line of said 443.88 Acre Tract, a distance of 754.98 feet to a fence post, for the POINT OF BEGINNING of this 7.45 Acre Parcel and the northeasterly corner hereof;

Thence, with the easterly line of herein described parcel, for the following points of deflection:  
S 21°24'45" E, a distance of 996.77 feet;  
S 07°28'39" E, a distance of 724.65 feet;  
S 31°59'25" E, a distance of 1,288.15 feet;  
S 13°08'03" E, a distance of 258.96 feet;  
S 00°05'22" E, a distance of 1,531.34 feet;

Thence, S 00°47'40"E, with the easterly line of herein described parcel, a distance of 1,719.63 feet to a point situated on the common division line of a 436.37 Acre Tract, delineated in "Zamora Ranch Partition Survey", and said 443.88 Acre Tract, for the southeasterly corner hereof;

Thence, S 89°38'22" W, with the common division line of said 436.37 Acre Tract and said 443.88 Acre Tract, a distance of 50.00 feet, same being the southerly line of herein described parcel to a point being an exterior corner of said 436.37 Acre Tract, for the southwesterly corner hereof;

Thence, with the westerly line of herein described parcel, for the following points of deflection hereof:  
N 00°47'40" W, a distance of 1,719.56 feet;  
N 00°05'22" W, a distance of 1,525.93 feet;  
N 13°08'03" W, a distance of 244.95 feet;  
N 31°59'25" W, a distance of 1,290.71 feet;  
N 07°28'39" W, a distance of 729.40 feet;

Thence, N 21°24'45" W, with the westerly line of herein described parcel, a distance of 948.89 feet to a point situated on the westerly line of said 443.88 Acre Tract, for the northwesterly corner hereof;

Thence, N 28°42'47" E, with the westerly line of said 443.88 Acre Tract, same being the northerly line of herein described parcel, a distance of 65.54 feet, for said POINT OF BEGINNING, containing within these metes and bounds 7.45 acres, more or less.

BASIS OF BEARING: NAD 83/NAVD88, TEXAS STATE PLANE COORDINATES, GRID, ESTABLISHED ON THE GROUND FROM USGS CONTROL MONUMENT "CASA"

WITNESS MY HAND AND SEAL

*Robert J. Gilpin*  
3-7-08



STATE OF TEXAS \*  
COUNTY OF WEBB \*  
2.35 ACRES - ZAMORA ROAD (COMMUNITY ROAD)

LEGAL DESCRIPTION OF A 2.35 ACRE PARCEL OF LAND, MORE OR LESS, BEING OUT OF A 1314.27 ACRE TRACT, MORE OR LESS, SITUATED IN SURVEY 123, ABSTRACT 1800, ORIGINAL GRANTEE R. NIETO, SURVEY 77, ABSTRACT 1879, ORIGINAL GRANTEE I. VILLARREAL, SURVEY 1559, ABSTRACT 1612, ORIGINAL GRANTEE M. PERALES, SURVEY 1381, ABSTRACT 981, ORIGINAL GRANTEE C. & M.R.R. CO., SURVEY 1966, ABSTRACT 2060, ORIGINAL GRANTEE O. PERALES, SURVEY 1889, ABSTRACT 1854, ORIGINAL GRANTEE CELSO UGARTE, SURVEY 1154, ABSTRACT 1913, ORIGINAL GRANTEE SAMUEL ZAMORA, SURVEY 326, ABSTRACT 1972, ORIGINAL GRANTEE SAMUEL ZAMORA, RECORDED IN VOLUME 401, PAGES 421-429, DEED RECORDS OF WEBB COUNTY, TEXAS. SAID 2.35 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

Commencing at a point being a southwesterly corner of a 434.02 Acre Tract, and a southerly corner of a 436.37 Acre Tract, delineated in "Zamora Ranch Partition Survey".

Thence, with the common division line of said 434.02 Acre Tract and said 436.37 Acre Tract, for the following points of deflection hereof:

N 00°13'31" W, a distance of 1,558.46 feet to a set 1/2 inch iron rod;

N 89°31'41" E, a distance of 1,287.94 feet to a found 1/2 inch iron rod, for the POINT OF BEGINNING of this 2.35 Acre Parcel and the southwesterly corner hereof;

Thence, N 23°37'35" W, with the westerly line of herein described parcel, a distance of 1,443.63 feet to a point being the most southerly southeast corner of a 443.88 Acre Tract, delineated in "Zamora Ranch Partition Survey"; continuing on the same bearing and with the common division line of said 436.37 Acre Tract and said 443.88 Acre Tract, same being the westerly line of herein described parcel, a distance of 69.54 feet, for a total distance of 1,513.17 feet and a point of deflection hereof;

Thence, N 00°47'40" W, with the common division line of said 436.37 Acre Tract and said 443.88 Acre Tract, same being the westerly line of herein described parcel, a distance of 549.23 feet to a point being an interior corner of said 443.88 Acre Tract, for the northwesterly corner hereof;

Thence, N 89°38'22" E, with the common division line of said 436.37 Acre Tract and said 443.88 Acre Tract, same being the northerly line of herein described parcel, a distance of 50.00 feet, for the northeasterly corner hereof;


Thence, S 00°47'40" E, with the easterly line of herein described parcel, a distance of 538.75 feet, for a point of deflection hereof;

Thence, S 23°37'35" E, with the easterly line of herein described parcel, a distance of 1,501.30 feet to a point situated on the common division line of said 436.37 Acre Tract and said 434.02 Acre Tract, for the southeasterly corner hereof;

Thence, S 64°20'26" W, with the common division line of said 436.37 Acre Tract and said 434.02 Acre Tract, same being the southerly line of herein described parcel, a distance of 50.03 feet, for said POINT OF BEGINNING, containing within these metes and bounds 2.35 acres, more or less.

BASIS OF BEARING: NAD 83/NAVD88, TEXAS STATE PLANE COORDINATES, GRID, ESTABLISHED ON THE GROUND FROM USGS CONTROL MONUMENT "CASA"

WITNESS MY HAND AND SEAL

  
3-7-08



STATE OF TEXAS \*  
COUNTY OF WEBB \*  
2.42 ACRES – GUADALUPE ROAD (COMMUNITY ROAD)

LEGAL DESCRIPTION OF A 2.42 ACRE PARCEL OF LAND, MORE OR LESS, BEING OUT OF A 1314.27 ACRE TRACT, MORE OR LESS, SITUATED IN SURVEY 123, ABSTRACT 1600, ORIGINAL GRANTEE R. NIETO, SURVEY 77, ABSTRACT 1879, ORIGINAL GRANTEE I. VILLARREAL, SURVEY 1559, ABSTRACT 1612, ORIGINAL GRANTEE M. PERALES, SURVEY 1381, ABSTRACT 981, ORIGINAL GRANTEE C. & M.R.R. CO., SURVEY 1966, ABSTRACT 2060, ORIGINAL GRANTEE O. PERALES, SURVEY 1889, ABSTRACT 1854, ORIGINAL GRANTEE CELSO UGARTE, SURVEY 1154, ABSTRACT 1913, ORIGINAL GRANTEE SAMUEL ZAMORA, SURVEY 326, ABSTRACT 1972, ORIGINAL GRANTEE SAMUEL ZAMORA, RECORDED IN VOLUME 401, PAGES 421-429, DEED RECORDS OF WEBB COUNTY, TEXAS. SAID 2.42 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

Beginning at a found ½ inch iron rod being an exterior corner of 443.88 Acre Tract, delineated in "Zamora Ranch Partition Survey" for the POINT OF BEGINNING of this 2.42 Acre Parcel and the northeasterly corner hereof;

Thence, S 00°09'45" W, with the easterly line of said 443.88 Acre Tract, same being the easterly line of herein described parcel, a distance of 55.10 feet, for the southeasterly corner hereof;

Thence, S 65°19'38" W, with the southerly line of herein described parcel, a distance of 806.69 feet, for a point of deflection hereof;

Thence, S 74°39'41" W, with the southerly line of herein described parcel, a distance of 1,287.16 feet, for the southwesterly corner hereof;


Thence, N 31°59'25" W, with the westerly line of herein described parcel, a distance of 52.19 feet, for the northwesterly corner

Thence, N 74°39'41" E, with the northerly line of herein described parcel, a distance of 1,298.04 feet to a point being an interior corner of said 443.88 Acre Tract, for a point of deflection hereof;

Thence, N 65°19'38" E, with the northerly line of herein described parcel, a distance of 825.75 feet, for said POINT OF BEGINNING, containing within these metes and bounds 2.42 acres, more or less.

BASIS OF BEARING: NAD 83/NAVD88, TEXAS STATE PLANE COORDINATES, GRID, ESTABLISHED ON THE GROUND FROM USGS CONTROL MONUMENT "CASA"

WITNESS MY HAND AND SEAL

  
3-7-08



Doc# 997586  
Recorded  
03/17/2008 2:00PM

Signed: DA  
BY DEPUTY  
MARGIE RAMIREZ IBARRA  
COUNTY CLERK  
Fees \$68.00

STATE OF TEXAS  
COUNTY OF WEBB  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
FILED ON THE DATE AND AT THE TIME STAMPED  
HEREON BY ME AND WAS DULY RECORDED IN THE  
VOLUME AND PAGE OF THE OFFICIAL PUBLIC  
RECORDS OF WEBB COUNTY TEXAS AS STAMPED  
HEREON BY ME



*Margie Ramirez Ibarra*

COUNTY CLERK  
WEBB COUNTY, TEXAS