

# 3408 GRAPE CREEK ROAD

ACTIVE STR | OFFERED AT \$689,000



Hill Country retreat on 4 wooded acres with income potential, located just 13 minutes from Fredericksburg. Known as Cactus Flower Cottages, this property offers two accommodations and is currently operating as an owner's second home and short-term rental. The main home features a full kitchen, living and dining areas, a bedroom, and an upstairs loft. A guest apartment sits above the two-car garage and offers a spacious open suite with a private deck overlooking the surrounding trees. Both accommodations feature their own decks and outdoor sitting areas, creating a peaceful and secluded setting surrounded by nature. This property offers a perfect escape from city life while also providing an established income opportunity, with most furnishings and future bookings conveying. For more information, visit [www.cactusflowerfbg.com](http://www.cactusflowerfbg.com).

Scan QR Code for additional information and photos



**Jill Tabor**

REALTOR®

📞 830-456-8115

✉️ [jill@jilltabor.com](mailto:jill@jilltabor.com)



**PORTFOLIO**

REAL ESTATE  kw

MLS #: R101864A (Active) List Price: \$689,000 (12 Hits)

3408 -- Grape Creek Rd Fredericksburg, TX 78624



**New Construction:** No  
**Bedrooms:** 2  
**Full Baths:** 1  
**Half Baths:** 1  
**Main House Living SqFt :** 880  
**Apx Total SqFt:** 1,496  
**Price Per SQFT:** \$460.56  
**Source SqFt:** GCAD  
**Appx Year Built:** 2005  
**Type & Style:** Cottage  
**Current B&B:** Yes  
**# Stories:** One and One Half  
**Heating:** Central, Electric  
**A/C:** Central Air, Electric  
**Garage/Carpport:** 2 Car, Detached, Garage

**Unit #:**  
**Original List Price:** \$689,000  
**Area:** City-Southwest  
**Subdivision:** N/A, Not in Sub  
**County:** Kendall  
**School District:** Comfort  
**Distance From City Limits:** 6-9 miles  
**Property Size Range:** 1-5 Acres  
**Apx Acreage:** 4.0000  
**Seller's Est Tax:** 4894.18  
**Showing Instructions:** Appointment Only, Special Instructions  
**Days on Market** 1

<b>Tax Exemptions:</b>	<b>Taxes w/o Exemptions:</b> \$4,305.44	<b>Tax Info Source:</b> CAD	<b>CAD Property ID #:</b> 46771	<b>Zoning:</b> None
<b>Flood Plain:</b> No	<b>Deed Restrictions:</b> Yes	<b>STR Permit:</b> No	<b>Permit #:</b> 0	<b>Manufactured Homes Allowed:</b> No
<b>HOA:</b> No	<b>HOA Fees:</b>	<b>HOA Fees Pd:</b>	<b>HO Warranty:</b>	
<b>Road Maintenance Agreement:</b> No		<b>Rental Property:</b>	<b>Rental \$:</b>	<b>Items Not In Sale:</b>
<b>Guest House:</b> Yes	<b># of Guest Houses:</b> 1	<b>Total Guest House SqFt:</b> 616		
<b>Guest House # Bedrooms:</b> 1	<b>Guest House # Baths:</b> 1	<b>Guest House # Half Baths:</b> 0		

**Construction:** Masonite  
**Foundation:** Pillar/Post/Pier, Slab  
**Roof:** Composition  
**Flooring:** Vinyl  
**Utilities:** CTEC Electric  
**Water:** Well  
**Sewer:** Septic Tank  
**Fireplace/Woodstove:** None  
**Appliances:** Dryer, Microwave, Range, Refrigerator, Washer

**City/Rural:** Outside City(w/Acrgr)  
**Site Features:** Deck/Patio, Storage Building, Wired for High Speed Internet  
**Interior Features:** Ceiling Fan(s), Vaulted Ceilings, Other  
**Topography:** Sloped  
**Surface Water:** None  
**Access:** County Road  
**Location Description:** Gravel Drive  
**Documents on File:** Deed Restrictions, Plat, Survey  
**Misc Search:** Livestock Permitted, Potential Short-Term Rental

<b>Trms/Fin:</b>	<b>Trms/Fin:</b> Cash, Conventional	<b>Possessn:</b> Closing/Funding	<b>Excl Agy:</b> No
<b>Title Company:</b> Select Title		<b>Attorney:</b>	<b>Refer to MLS#:</b>
<b>Location/Directions:</b> Head South on 87, turn left on Grape Creek rd. Follow the road about 3.4 miles and then property will be on the right.			
<b>Owner:</b> HEPPLER FAMILY TRUST		<b>Occupancy:</b> See Remarks	
<b>Legal Description:</b> A10817 - SURVEY 70 F HOHENBERGER 3.99 ACRES			
<b>Instructions:</b> Call ShowingTime (800-746-9464) to schedule a showing. Must work around bookings.			
<b>Public Remarks:</b> Hill Country retreat on 4 wooded acres with income potential, located just 13 minutes from Fredericksburg. Known as Cactus Flower Cottages, this property offers two accommodations and is currently operating as an owners second home and short-term rental. The main home features a full kitchen, living and dining areas, a bedroom, and an upstairs loft. A guest apartment sits above the two-car garage and offers a spacious open suite with a private deck overlooking the surrounding trees. Both accommodations feature their own decks and outdoor sitting areas, creating a peaceful and secluded setting surrounded by nature. This serene property offers a perfect escape from city life while also providing an established income opportunity. Most furnishings and future bookings convey. For more information, visit <a href="http://www.cactusflowerfbg.com">www.cactusflowerfbg.com</a> .			
<b>Agent Remarks:</b>			
<b>Display on Internet:</b> Yes	<b>Display Address:</b> Yes	<b>Allow AVM:</b> No	<b>Allow Comments:</b> No
<b>Office Broker's Lic #:</b> 547594			

**Listing Office:** Portfolio Real Estate - KW (#:1462)  
**Main:** (830) 997-6041  
**Mail Address 1:** 804 S. Adams St  
**Mail City:** Fredericksburg  
**Mail Zip Code:** 78624  
**Supervising Agent Name:**  
**Supervising Agent License #:**

**Listing Agent:** Jill Tabor (#:12)  
**Agent Email:** [jill@jilltabor.com](mailto:jill@jilltabor.com)  
**Contact #:** (830) 456-8115  
**License Number:** 0562308

Information Herein Deemed Reliable but Not Guaranteed  
 Central Hill Country Board of REALTORS Inc., 2007





## SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 3408 Grape Creek Road, Fredericksburg, Texas 78624

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  Is  Is not occupying the property. If unoccupied (by Seller), how long since Seller has occupied The Property?  **The property is rented out (STR) (approximate date) once/month**  Never occupied the Property.

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring		✓		Natural Gas Lines		✓		Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder		✓	
Carbon Monoxide Det.		✓		Fuel Gas Piping:		✓		Rain Gutters	✓		
Ceiling Fans	✓			-Black Iron Pipe		✓		Range/Stove	✓		
Cooktop		✓		-Copper		✓		Roof/Attic Vents	✓		
Dishwasher		✓		-Corrugated Stainless Steel Tubing		✓		Sauna		✓	
Disposal		✓		Hot Tub			✓	Smoke Detector	✓		
Emergency Escape Ladder(s)		✓		Intercom System		✓		Smoke Detector – Hearing Impaired		✓	
Exhaust Fans	✓			Microwave	✓			Spa		✓	
Fences	✓			Outdoor Grill	✓			Trash Compactor		✓	
Fire Detection Equip.	✓			Patio/Decking	✓			TV Antenna		✓	
French Drain	✓			Plumbing System	✓			Washer/Dryer Hookup	✓		
Gas Fixtures		✓		Pool		✓		Window Screens	✓		
Liquid Propane Gas:		✓		Pool Equipment		✓		Public Sewer System		✓	
-LP Community (Captive)		✓		Pool Maint. Accessories		✓					
-LP on Property		✓		Pool Heater		✓					

Item	Y	N	U	Additional Information
Central A/C	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Evaporative Coolers		✓		number of units:
Wall/Window AC Units	✓			number of units: 2
Attic Fan(s)		✓		if yes, describe:
Central Heat	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Other Heat	✓			if yes describe: <b>Mini-split system in both the Garage &amp; Treehouse</b>
Oven	✓			number of ovens: 1 <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney		✓		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport		✓		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	✓			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage Door Openers			✓	number of units: number of remotes:
Satellite Dish & Controls	✓			<input type="checkbox"/> owned <input checked="" type="checkbox"/> leased from Dish



Security System		<input checked="" type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Solar Panels		<input checked="" type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Water Heater	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: number of units: <b>2</b>
Water Softener		<input checked="" type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Other Leased Item(s)		<input checked="" type="checkbox"/>	if yes, describe:
Underground Lawn Sprinkler		<input checked="" type="checkbox"/>	<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>		if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by:  City  Well  MUD  Co-op  Unknown  Other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: **Dimensional Composite** Age: **3 Main House/Lodge & 12 on the Garage/Treehouse** (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  Yes  No  Unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary):

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>



Lead-Based Paint or Lead-Based Pt. Hazards		✓
Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in Historic District		✓
Historic Property Designation		✓
Previous Foundation Repairs		✓
Previous Roof Repairs	✓	
Previous Other Structural Repairs		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓

Wetlands on Property		✓
Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI		✓
Previous termite or WDI damage repaired		✓
Previous Fires		✓
Termite or WDI damage needing repair		✓
Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

**(Previous Roof Repairs) Replaced the main house roof in May of 2023. Repaired area on back side of Treehouse in February 2026.**

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?**  yes  no If yes, explain (attach additional sheets if necessary):

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage.
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located  wholly  partly in a floodway.
- Located  wholly  partly in a flood pool.
- Located  wholly  partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):



**\*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?**  yes  no If yes, explain (attach additional sheets as necessary):

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?**  yes  no If yes, explain (attach additional sheets as necessary):

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

Y N

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: \_\_\_\_\_

Manager's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_  mandatory  voluntary

Any unpaid fees or assessment for the Property?  Yes (\$ \_\_\_\_\_ )  No



If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged?  yes  no If yes, describe

- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

**Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?**  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.*

**Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

- Homestead                       Senior Citizen                       Disabled



- Wildlife Management                       Agricultural                                       Disabled Veteran
- Other: \_\_\_\_\_                                       Unknown

**Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?**  yes  no

**Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?**  yes  no If yes, explain:

**Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\***  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary):

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Brian E. Heppler                                      2026-03-09  
Signature of Seller                                      Date

Stacy J. Heppler                                      2026-03-09  
Signature of Seller                                      Date

Printed Name: Brian Heppler

Printed Name: Stacy Heppler

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements







# INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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CONCERNING PROPERTY AT 3408 Grape Creek Road, Fredericksburg, Texas 78624

## A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System:       Septic Tank       Aerobic Treatment       Unknown  
 \_\_\_\_\_
- (2) Type of Distribution System:      \_\_\_\_\_  Unknown
- (3) Approximate Location of Drain Field or Distribution System:       Unknown  
**Approx 25' behind Garage & between Main House & Garage**
- (4) Installer      \_\_\_\_\_  Unknown
- (5) Approximate Age:      **10 years**       Unknown

## B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility?       Yes       No  
If yes, name of maintenance contract: \_\_\_\_\_  
Phone: \_\_\_\_\_ contract expiration date: \_\_\_\_\_

*(Maintenance contracts must be in effect to operate aerobic treatment and certain "non-standard" on-site sewer facilities.)*

- (2) Approximate date any tanks were last pumped?  
**March 2026**

- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility?       Yes       No  
If yes, explain:

\_\_\_\_\_

- (4) Does Seller have manufacturer or warranty information available for review?       Yes       No

## C. PLANNING MATERIALS, PERMITS AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:  
 Planning materials     Permit for original installation     Final inspection when OSSF was installed  
 Maintenance contract     Manufacturer information     Warranty information     other

(TXR 1407) 1-05-26 Initialed for Identification by Buyer \_\_\_\_\_, \_\_\_\_\_ and Seller BE, SJ  
H, H



# KENDALL COUNTY

Department of  
DEVELOPMENT MANAGEMENT  
201 East San Antonio Street, Suite 100  
Boerne, Texas 78006  
Telephone: (830) 249-9343 Ext. 201

FILE # S 7010

## SEPTIC FORM

Private Sewage Facility (Licensed) in Kendall County, Texas

### APPLICANT INFORMATION:

Property Owner Denise Balcik Installer/Lic.# Home Owner  
(Licensee)

Subdivision or Location 3408 Hope Creek Road  
2 houses

No. Bedrooms 2 + 2 or Sq. Ft. of House 1500 + 1500 of Gal/Day 360

Application rate for surface irrigation \_\_\_\_\_ loading rate based on soil type .2

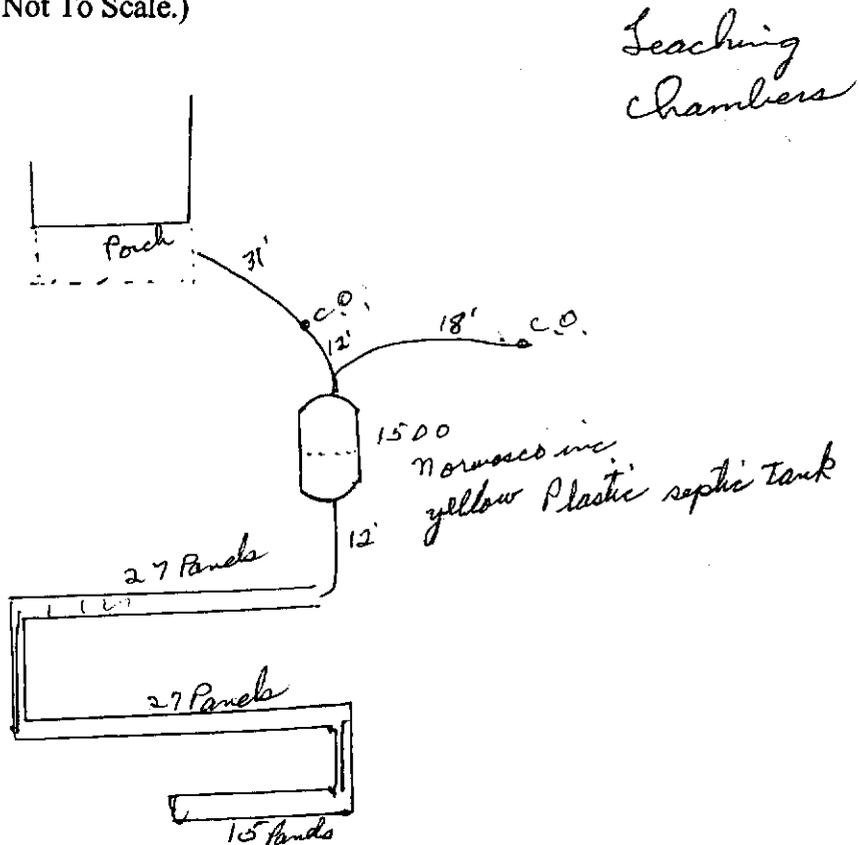
Class No. III Trench Req. Sq. Ft. 1800 Aerobic Type \_\_\_\_\_

Gallon Capacity Req. for Concrete Septic Tank 1500 normesco inc - 2 compartment

Installed: Length 276' 69 Panels 4' ea Width 3

Sq. Ft. 1350 Bed \_\_\_\_\_ Trench ✓

Remarks: \_\_\_\_\_  
(Sketch of Approximate Distances, Not To Scale.)

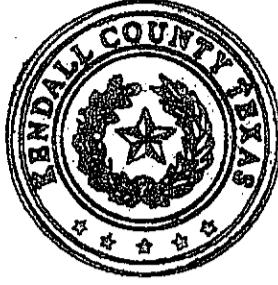


The County of Kendall, The Texas Department of Health, or their agents or designees, makes no representation that facilities herein licensed will provide satisfactory service to the premises served. It will be the licensee's responsibility to make any changes or modifications which operating experience may show to be necessary in order for these facilities to provide satisfactory service. Septic distances meet minimum Texas Department of Health separation distances in most instances. Some renovations may be less if repaired or replaced in the same general area as the pre-existing system being renovated.

PERMIT (LICENSE) GRANTED AND APPROVED THIS DATE 6-27-05

Sanford Janning  
Designated Representative

COUNTY OF KENDALL



Notice of Approval  
Of  
On-Site Sewerage Facility

PERMIT # S7010

Property Owner            Denise Belcik  
Property Location        3408 Grape Creek Road  
   Fredericksburg, Texas 78624

This serves to notify all persons that the on-site sewerage facility owned by the above has satisfied design, construction, and installation requirements of the TCEQ and Kendall County. This On-Site Sewerage Facility Permit is issued for the operation of the above-identified on-site sewerage facility.

**ANY MODIFICATIONS TO THE STRUCTURE, SYSTEM COMPONENTS, OR CHANGES OF OWNERSHIP MAY REQUIRE A NEW PERMIT.** The owner must notify this office of the aforementioned changes.

ADDITIONAL INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_

*Sanford Jennings*  
Sanford Jennings/Designated Representative #OS7811

6-28-05  
Date

201 E. San Antonio Street, Suite 100    Boerne, Texas 78006

**OSSF CHECK LIST**

**PERMIT # S7010**

Property Owner Denise Belcik  
Property Location 3408 Grape Creek Road  
Fredericksburg, Texas 78624

**CONVENTIONAL**

Application Date 3/30/05

XXX Design signed & sealed by RS

Profile holes inspected

**FINAL INSPECTION**

Tank filled with water  
 Tank checked for leaks  
 Installer on-site

Inspected by: [Signature]

Comments: \_\_\_\_\_

**AEROBIC**

Application Date \_\_\_\_\_

\_\_\_\_\_ Design signed & sealed by RS  
\_\_\_\_\_ Affidavit notarized & recorded  
\_\_\_\_\_ Signed maintenance agreement

\_\_\_\_\_ Maintenance Provider

\_\_\_\_\_ added to aerobic list

**FINAL INSPECTION**

\_\_\_\_\_ Signed maintenance agreement  
\_\_\_\_\_ Electrified  
\_\_\_\_\_ Tank filled with water  
\_\_\_\_\_ Tank checked for leaks  
\_\_\_\_\_ System pre-tested  
\_\_\_\_\_ Installer on-site

Installer: Homeowner Phone #: 830-997-8908096

Inspection Day: Mon Inspection Date: 6-27-05 Inspection Time: 9:30

Inspection Day: \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Inspection Time: \_\_\_\_\_

830-997-8096 (call first)

FAX NUMBER: \_\_\_\_\_ HO

HO mailing address: \_\_\_\_\_

**KENDALL COUNTY**

**SEPTIC REGISTRATION APPLICATION**

Application effective for 1 year from this date

**MAR 30 2005**

S 7010  
Septic Registration #  
4  
Precinct#

201 E. San Antonio Street, Suite 100 / Boerne, Texas 78006  
(830) 249-9343  
(830) 249-6206 / fax

I hereby make application to construct and operate a private sewage facility in Kendall County, Texas as required by the Texas Commission on Environmental Quality (TCEQ) and Kendall County OSSF Construction Standards.

Authorization is hereby given to Kendall County, TCEQ, or their agents or designees, singly or jointly, to enter upon the property on which the proposed private sewage facility that I am applying for in this application is located, for the purpose of inspections of the private sewage facility, or any health problems caused by the private sewage facility herein for which application has been applied.

I understand that the county of Kendall, TCEQ, or their agents of Designees, make no representation that facilities herein applied for will provide satisfactory service to the premises served. It will be my responsibility to make any changes or modifications which operating experience may show to be necessary in order to provide satisfactory service.

REASON FOR APPLICATION: New  Repair \_\_\_\_\_ Failed OSSF \_\_\_\_\_ Modified \_\_\_\_\_

SEPTIC SYSTEM TYPE: Conventional  LPD \_\_\_\_\_ Evapotranspiration (ET) Drainfield \_\_\_\_\_ \*\*Aerobic \_\_\_\_\_  
Design required by Registered Sanitarian or Licensed Engineer as applicable in State & County rules on all septic types  
\*\*Maintenance contract & recorded affidavit required for Aerobics

**AEROBIC SYSTEM**

INSTALLER \_\_\_\_\_ MAINTENANCE PROVIDER \_\_\_\_\_

Name of Applicant: Denise Belcik Phone: 830-997-8096 Cell: \_\_\_\_\_

Owner Current  
Mailing Address: 3334 Grape Creek Rd City/State/Zip FB6, TX 78624

Owner Phone # \_\_\_\_\_ Owner Cell# \_\_\_\_\_ Owner Fax# 830-997-8096  
(cell first)

LOCATION OF PROPERTY: Gate Combination: \_\_\_\_\_  
911 Address: 3408 Grape Creek Rd City/Zip Fredricksburg 78624

<u>Grape Creek Estates (not platted)</u>	<u>-</u>	<u>-</u>	<u>12</u>	<u>4.0</u>
Name of Subdivision	Unit	Blk	Lot	Acreage

Signature  owner or agent  
date \_\_\_\_\_

**(Modified TCEQ Rules Table X for Kendall County)\*  
Minimum Required Separation Distances For On-Site Facilities**

FROM	TO					
	Sewage Treatment Tanks or Holding Tanks	Soil Absorption Systems, & Unlined ET Beds	Lined Evapotranspiration Beds	Sewer Pipe With Watertight Joints	Surface Irrigation (Spray Area)	Drip Irrigation
Public Water Wells	50	150	150	50	150	150
Public Water Supply Lines	10	10	10	10	10	10
Private Water Well	50	150*	150*	50*	100	150*
Private Water Well (Pressure Cemented with 2" larger hole or Gravity Cemented with 3" larger hole than casing to 200 ft. or to water bearing unit 100 ft. s.c.e.)	50*	100*	100*	20*	100*	100*
Private Water Well (Pressure Cemented with 3" larger hole than casing hole to 200 ft. or to water bearing unit 50 ft. s.c.e.)	50*	50*	50*	20*	50*	50*
Stream, Ponds, Lakes, Rivers (Measured From Normal Pool Elevation and Water Level); Salt Water Bodies (High Tide Only)	50	75, LPD (Secondary Treatment & Disinfection) - 50	50	20	50	25 when R≤0.1 75 when R >0.1 (With Secondary Treatment & Disinfection - 50)
Foundations, Buildings, Surface Improvements, Property Lines, Easements, Swimming Pools, and Other Structures	5	5	5	5	No Separation Distances Except: Property lines - 10 Swimming Pools - 25	No Separation Distances Except: Property Lines - 5
Sharp Slopes, Breaks	0 (special support may be required for zero separation distances)	25	5	10	25	10 when R≤0.1 25 when R>0.1
Edwards Aquifer Recharge Features (See Rules & Regulations chapter 313 of this Title Relating to Edwards Aquifer)	50	150	50	50	150	100 when R≤0.1 150 when R>0.1

⊃ All distances measured in feet, unless otherwise indicated.

⊃ For additional information or revisions to these separation distances, see Rules & Regulations in chapter 290 of this Title relating to Water Hygiene.

⊃ No OSSF may be installed closer than 75 feet from the banks of the Nueces, Dry Frio, Frio, or Sabinal Rivers downstream from the northern Uvalde County line to the recharge zone.

⊃ Drip irrigation lines may not be placed under foundations.

effective date September 27, 1999

1/5/05  
2:52 PM  
Standard System

# ON-SITE SEWERAGE FACILITY DESIGN CRITERIA

Norman Belcik

## Property Information:

St. Address: Grape Creek Road  
City: Fredericksburg State: Texas  
Zip code: 78624

## Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes  
Gallons/day (Q): 360  
Greywater included (yes/no): yes

## Rate of Adsorption (Ra)

Application rate (g/sq. ft): 0.2  
Minimum Adsorptive Area in (sq. ft.): 1800

## Supply Line from House

Total length of supply line (approx. ft): 100  
Type of supply line: min Sch 40  
Size of Supply line (in): 3 or 4

## Septic Tank Capacity

Block Creek Concrete Products tank  
(830) 995-3189 or equivalent: 1  
Total tank volume (gallons) 1500  
1st compartment size (gallons): 1000  
2nd compartment size (gallons): 500

## House Information

No. of Bedrooms: see below  
Sq. footage (Approx.): see below  
Water Supply: Private Well

## Supply Line From Tank & Lateral Lines

Length of supply line (approx. ft): 19  
Type of supply line: min of SDR 35  
Size of supply line (in): 4  
Total length of manifold (ft): N/A  
Manifold placement: N/A  
Number of laterals: 5  
Type of laterals: leaching chambers  
Number of panels: 69  
Tot lngth of laterals required (ft): 270  
Tot lngth of laterals installed (ft): 276

## Trench Information

Trench depth (in): 18  
Single trench length (ft): 3@44,2@72  
Trench width (ft): 3  
Gravel depth under  
lateral (minimum in): N/A  
Minimum total gravel depth (in): N/A

This design is for two cabins less than 1500 square feet, 2 bedrooms generating 180 gallons per day per cabin. Therefore, Q = 360 gallons per day.

All design criteria is in accordance with Chapter 285, Subchapter D, §285.30 & §285.40, Texas Commission on Environmental Quality (Effective June 13, 2001).

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

1/5/05

Date

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, 634 Waring/Welfare Road, Comfort, Texas 78013

Cell (210) 414-6603, Fax (830) 995-5298



The above design was based on the best available information and should function properly under normal operating conditions.

Scale 1" = 50'

Site Map  
Standard System  
Norman Belcik  
Lot 12 Grape Creek Road  
Fredericksburg, Road 78624  
Kendall County

Grape Creek Road PL 330.91'

100 ft  
buffer from  
well on Lot 11  
which will provide  
water to two cabins

PL 436.08'

driveway

driveway

PL 360.56'

Cabin  
< 2 Br.  
< 1500 sq. ft.  
180 gpd

two way  
cleanouts

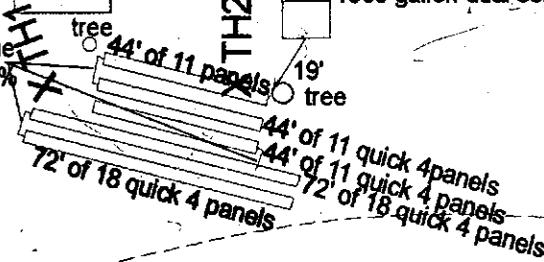
50'

50'

Cabin  
< 2 Br.  
< 1500 sq. ft.  
180 gpd

1500 gallon dual septic tank

step downs due  
to slope is 3-5%



each trench of panels  
must be installed level  
and step downs used  
to connect trenches due  
slope

75' buffer from creek

dry creek

PL 350.65'

1/5/05

Hoyt Belcik

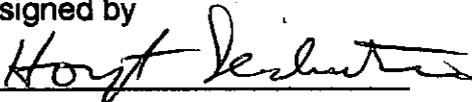
# TRENCH and TANK DETAIL

## Standard System

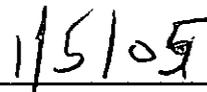
Owner: Norman Belcik  
Location: Lot 12, Grape Creek Estates  
Fredericksburg, Texas 78624

- A minimum of four inches of sand, sandy loam, clay loam or pea gravel, free of rock larger than ½ inch in diameter, shall be placed under and around all tanks.
- If the top of the septic tank extends above the ground surface, soil may be mounded over the tank to maintain slope to the drainfield.
- The inlet and outlet devices shall use "T" branch fittings.
- Septic tanks must be installed with at least a 12-inch drop in elevation from the bottom of the outlet pipe to the bottom of the disposal area.
- The pipe from the sewer stub out to the treatment systems shall be constructed of cast iron, ductile iron, PVC Schedule 40, Standard Dimension Ratio (SDR) 26
- The slope of the pipe from house to tank shall be no less than 1/8-inch fall per foot of pipe.
- The sewer stub out should be as shallow as possible to facilitate gravity flow.
- A two-way cleanout plug must be provided between the sewer stub out and the septic tank.
- The pipe from the stub out to the treatment tank shall have a minimum inside diameter of three inches.
- The pipe from the final treatment tank to gravity disposal system shall be a minimum of five feet in length and shall be a minimum of 3 inches in diameter and be a minimum of Standard Dimension Ration (SDR) 35.
- Trenches will be 3 foot wide, a minimum of 18 inches deep, but shall not exceed a depth of 36 inches.
- Single excavations shall not exceed 150 feet.
- Multiple excavations must be separated horizontally by at least three feet of undisturbed soil.
- The bottom of the each excavation trench shall be level to within one inch over each 25 feet of excavation or within three inches over the entire single trench excavation, whichever is less.
- Each trench must be connected by step downs due to slope.
- The ends of the leaching chambers must be fitted with End Plates.
- Backfill covering leaching chambers shall be Class Ib, II or III soil.
- There must be a minimum of 6 inches of cover over the leaching chambers.

Designed by



Hoyt Seidensticker, R.S. No. 3588  
Land Stewardship Services  
634 Waring/Welfare Road  
Comfort, Texas 78013  
(210) 414-6603 Cell, (830) 995-5298 Fax



Date



ON-SITE SEWERAGE FACILITY  
Site Evaluation Report Information

Date: 1/5/05

**Applicant Information:**

Name: Norman Belcik  
Address: 3334 Grape Creek Road  
City: Fredericksburg State: Texas Zip: 78624  
Phone: (830) 997-8096

**Site Evaluator Information:**

Name: Hoyt Seidensticker  
Company: Land Stewardship Services  
Address: 634 Waring/Welfare Road  
City: Comfort State: Texas Zip: 78013  
Phone: (210) 414-6603 Fax: (830) 995-5298

**Property Location:**

Lot: 12 Block: \_\_\_\_\_ Sub.: Grape Creek Estates  
Street/Road Address: Grape Creek Road  
City: Fredericksburg State: Texas Zip: 78624  
Unincorporated Area? Y or N  
Additional information \_\_\_\_\_

**Installer information:**

Name: Homeowner  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: Texas Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Schematic of Lot or Tract**

**Show:**

- Compass North, adjacent streets, property lines, property lines, property dimensions, location of buildings, easements, water lines, and other surface improvements where known (drainage, patios, sidewalks).
- Location of existing or proposed water wells within 150 feet of property.
- Indicate slope or show contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.
- Location of soil borings or dug pits (show location with respect to a known reference point).
- Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundments areas, cut or fill bank, sharp slopes and breaks.

**SITE DRAWING**

Lot Size: 2.74 acres

**SEE ATTACHED**

Signature of Site Evaluator



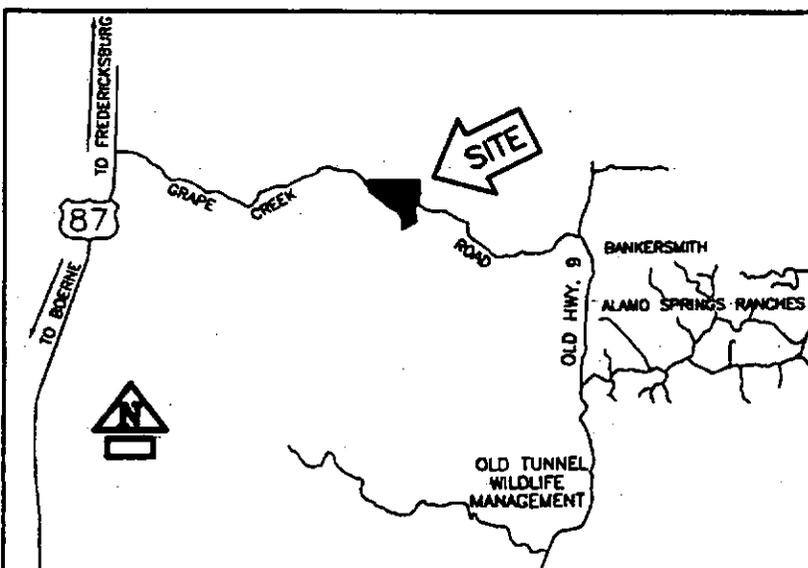
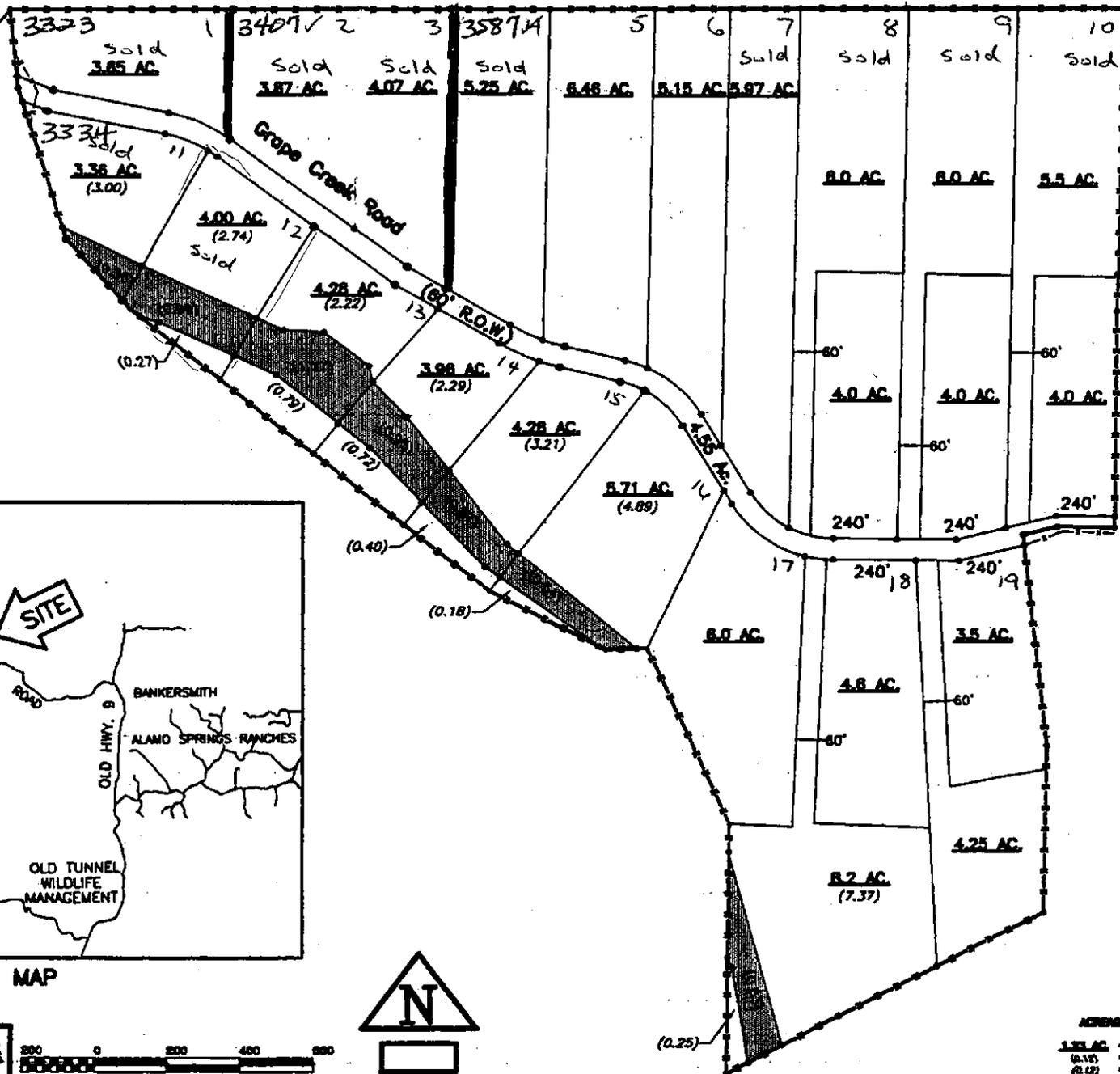
Site Evaluator License No:

OS8771

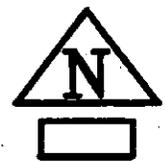


# REQUEST FOR RELIEF FROM MINIMUM LOT FRONTAGE ON CERTAIN TRACTS ADJOINING GRAPE CREEK ROAD

SW Cor. of 120.783 Ac.  
Edward A. Barth  
Vol. 716, Pg. 245, 2008



LOCATION MAP  
N.T.S.



**SCHWARZ ENGINEERING & SURVEYING, INC.**  
723 N. MAIN  
BOERNE, TEXAS 78006  
830-246-8907 FAX: 830-246-3821

**ACREAGE KEY:**  
 1.83 AC = Overall Acreage  
 (0.18) = Acreage in Flood Plain  
 (0.67) = Acreage out of Flood Plain

\*\*\*\*\*  
\*\*\* ERROR TX REPORT \*\*\*  
\*\*\*\*\*

TX FUNCTION WAS NOT COMPLETED

JOB NO. 2314  
DESTINATION ADDRESS 918309955298ppp55276  
PSWD/SUBADDRESS  
DESTINATION ID Seidensticker  
ST. TIME 03/31 17:02  
USAGE T 00'00  
PGS. 0  
RESULT NG #018 BUSY/NO SIGNAL

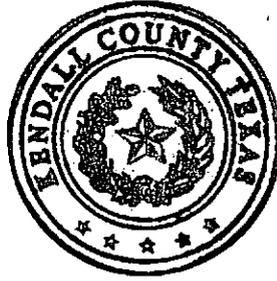
OSSF REVIEW COMMENTS

(PLEASE INCORPORATE THE REVIEW COMMENTS BELOW AND RESUBMIT OSSF DESIGN WITH CORRECTIONS TO THE DEVELOPMENT MANAGEMENT OFFICE, 201 E. SAN ANTONIO ST., STE. 100, BOERNE, TX 78006) Fax: (830)249-6206

- 1. ADDRESS: 3408 Grape Creek Rd
- 2. DESIGNER: Hoyt Seidensticker
- 3. METHOD OF DELIVERY: Fax. No. \_\_\_\_\_, Mail. \_\_\_\_\_
- 4. LIST OF MISSING INFORMATION:

The profile holes are about 20'  
from the back of the cabin. Move the  
drainfield where the profile holes or, or  
redig holes where your drainfield is  
on the design.

# COUNTY OF KENDALL



## Authorization to Construct An On-Site Sewerage Facility

PERMIT # S7010

Property Owner            Denise Belcik  
Property Location        3408 Grape Creek Road  
   Fredericksburg, Texas 78624

This serves to notify all persons that the Kendall County Development Management office from the property applicant has received an on-site sewerage facility application, related technical data, and the appropriate fee. The application has been reviewed for technical and administrative consideration against the standards set forth by the TCEQ and Kendall County. Approval is hereby granted for the construction as shown on the submitted plans.

**ANY MODIFICATIONS TO PLANS SUBMITTED REQUIRE APPROVAL BY THE DEVELOPMENT MANAGEMENT OFFICE PRIOR TO INSTALLATION.**

You or your installer must contact the approving Development Management office **FIVE (5) WORKING DAYS PRIOR** to completion to arrange the required facility inspection. The authorization to construct is valid for one year from the date of issue. If a final inspection has not been performed within one year of issue, a new application and fee will be required.

Comments

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Sanford Jennings / Designated Representative #OS7811

5-17-05  
Date

## Janet Beam

**From:** TR Drilling [trdrilling@boernewireless.net]  
**Sent:** Wednesday, April 09, 2008 11:27 AM  
**To:** Jan Beam  
**Subject:** Emailing: Well Report Tracking #138847 DW7018

### STATE OF TEXAS WELL REPORT for Tracking #138847

Owner:	<b>Greg Belcik c/o Bergmann &amp; Sons</b>	Owner Well #:	<b>DW7018</b>
Address:	<b>135 S Pecan Boerne , TX 78006</b>	Grid #:	<b>57-50-7</b>
Well Location:	<b>3408 Grape Creek Rd. Boerne , TX 78006</b>	Latitude:	<b>30° 08' 00" N</b>
Well County:	<b>Kendall</b>	Longitude:	<b>098° 51' 31" W</b>
Elevation:	<b>1942 ft.</b>	GPS Brand Used:	<b>Garmin Geko 101</b>
Type of Work:	<b>New Well</b>	Proposed Use:	<b>Domestic</b>

Drilling Date: Started: **4/7/2008**  
Completed: **4/7/2008**

Diameter of Hole: Diameter: **10 in From Surface To 120 ft**

Drilling Method: **Air Rotary**

Borehole Completion: **Open Hole**

Annular Seal Data: 1st Interval: **From 0 ft to 25 ft with 12 Cement (#sacks and material)**  
2nd Interval: **No Data**  
3rd Interval: **No Data**  
Method Used: **Pressure**  
Cemented By: **TR Drilling & Service LLC**  
Distance to Septic Field or other Concentrated Contamination: **150 ft**  
Distance to Property Line: **No Data**  
Method of Verification: **estimated**  
Approved by Variance: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: Static level: **n/a ft. below land surface on 4/7/2008**  
Artesian flow: **No Data**

Packers: **1 @ 25'**

Plugging Info: Casing or Cement/Bentonite left in well: **No Data**

Type Of Pump: **Submersible**  
Depth to pump bowl: **(No Data) ft**

Well Tests: **Estimated**  
Yield: **1 GPM with (No Data) ft drawdown after (No Data) hours**

**PAID**

Water Quality: Type of Water: **No Data**  
 Depth of Strata: **No Data**  
 Chemical Analysis Made: **No**  
 Did the driller knowingly penetrate any strata which contained undesirable constituents: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the log(s) being returned for completion and resubmittal.

Company Information: **TR Drilling & Service LLC**  
**P.O. Box 733**  
**Boerne , TX 78006**

Driller License Number: **2901**

Licensed Well Driller Signature: **Billy Todd Moore**

Registered Driller Apprentice Signature: **Kenneth Joe Klesel**

Apprentice Registration Number: **57085**

Comments: **No Data**

**IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY**

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking number (Tracking #138847) on your written request.

**Texas Department of Licensing & Regulation**  
**P.O. Box 12157**  
**Austin, TX 78711**  
**(512) 463-7880**

**DESC. & COLOR OF FORMATION MATERIAL**

From (ft) To (ft) Description  
**0-25 White l/s**  
**25-65 Beige**  
**65-102 Yellow**  
**102-118 grey**  
**118-120 grey shale**

**CASING, BLANK PIPE & WELL SCREEN DATA**

Dia. New/Used Type Setting From/To  
**6 N Sch 40 PVC 0-30**





EDWARD O. BARTH

TO

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS       §

COUNTY OF KENDALL       §

THAT WHEREAS, EDWARD O. BARTH, herein called "Barth", is the record owner of all that 120.763 acres of land, located in Kendall County, Texas, as described on Exhibit "A", attached hereto and made a part hereof ("Property"); and

WHEREAS, Barth will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions and restrictions as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above referred Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions

contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.

RESTRICTIONS

1. Single family dwellings shall contain a minimum of 800 square feet of living area, exclusive of porches, breezeways, carports, garages, or basements. The minimum square footage of living area shall be that area which is heated and cooled. The exterior of the residence shall be constructed of wood, masonite or comparable material, rock, stone, brick, stucco or masonry products.
2. Dwellings shall be limited to single family residences. Only one (1) permanent residence will be permitted on any one (1) Tract.
3. The exterior of any buildings shall be completed not later than ten (10) months after laying the foundation of that respective building.
4. A dwelling shall not be occupied until the exterior thereof is completely finished and Kendall County and/or the State of Texas Health Department or other governing body controlling septic

systems has approved a septic system or other waste disposal system.

5. No dwelling shall be moved onto any Tract. All dwellings shall be constructed and erected on site. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling nor stored on any Tract.
6. A single family dwelling shall not be erected on any Tract nearer than fifty (50) feet from the front, side, or rear property line. Other buildings erected on a Tract shall not be nearer than twenty-five (25) feet from any side or rear property line and shall not be closer to the road than the main residence.
7. No Tract shall be used for any commercial purpose except permanent agricultural crops, including vineyards, fruit trees, pecan groves and permanent grass (i.e. hay meadows or grazing pastures), a cottage industry by an artisan, such as an artist, photographer or glass sculptor, and up to one bed and breakfast facility per Tract, constructed in compliance with the restrictive covenants herein regarding building materials. A bed and breakfast facility shall only be constructed after the construction of a main residence and may only be operated by an owner who occupies the main residence.
8. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any Tract. Owners are to keep their Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous materials, as defined in any statute or regulation of the State of Texas or U.S. Government, shall not be buried on any Tract. Noxious or offensive activity shall not be permitted on any Tract nor any activity which would be considered an annoyance or nuisance to the property.
9. Swine shall not be kept on any Tract. Other livestock, pets and poultry ("animals") shall be permitted provided such animals are sheltered and kept within the boundaries of the Tract at all times by fence or other enclosure. There shall be no commercial feeding

operation nor commercial breeding of animals or fowl on any Tract. Animals used for grazing while simultaneously raising young (i.e., cow/calf operations) shall not be considered commercial breeding of animals. A Tract shall not be over grazed.

- 10. All fences erected on any Tract shall be of new material and erected in accordance with professional fence-building standards regarding quality and appearance.
- 11. Mineral exploration of any type, which will damage the surface, shall not be permitted on any Tract.
- 12. Declarant reserves unto himself and/or his assigns, an easement for utility purposes ten (10) feet wide on the front and side boundary of all Tract lines and twenty (20) feet wide along the entire perimeter (boundary) of the property for the installation and maintenance of electric, telephone, and utility lines and easements for anchor/guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from and across each Tract to employees of utilities owning said lines.
- 13. After completion of a permanent residence, Tract owners may store their personal travel trailer, motor homes or other recreational vehicles, so long as it is not used as a dwelling and is not stored closer to the street than the rear line of the residence.
- 14. A church shall not be erected on any Tract in this subdivision.

III.

GENERAL PROVISIONS

3.01. These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Declarant until September 1, 2020, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10)

years each without further notice. At any time, the owners of seventy-five percent (75%) of the total area of the Property shall have the right to execute an instrument waiving or amending these restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Kendall County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. Reasonable efforts are to be made to mail a copy of the amendments as recorded to the last known address of all Tract owners.

3.02. Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Declarant only, filed for record in the office of the County Clerk of Kendall County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein or for any other reason, in keeping with the general scheme of the subdivision, that Declarant determines, in the exercise of his reasonable discretion, to be in the best interest of the owners of the subdivision.

3.03. If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be effected thereby, nor shall any failure of the Declarant or Tract owner to seek enforcement of any term or provision constitute a waiver of any

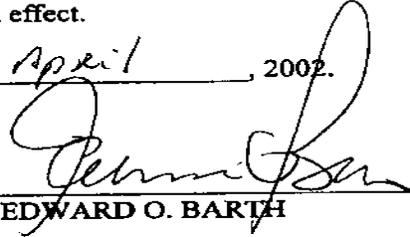
right to do so in the future or the validity or enforceability of such term or provision.

3.04. Declarant and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.05. No Tract owner shall use the phrase "Grape Creek Estates" or any word or words similar thereto, in connection with any Tract or any uses permitted hereunder in connection with any Tract, without the prior written consent of Declarant. This restrictive covenant is for the sole benefit of and may be enforced only by Declarant.

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

EXECUTED this 11<sup>th</sup> day of April, 2002.

  
EDWARD O. BARTH

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of April, 2002, by EDWARD O. BARTH.



Ginger Reichenau  
Notary Public in and for  
the State of Texas

gr

Being a 120.763 acre tract of land, being 75.275 acres out of the F. Hohenberger Survey No. 70, Abstract No. 817, and 45.488 acres out of the H.W. Topperwein Survey No. 614, Abstract No. 668, Kendall County, Texas, said 120.763 acre tract being out of that certain 1204.60 acre tract described in Volume 173, Pages 18-22, Official Records, Kendall County, Texas, said 120.763 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found by a fence post for the northeast corner of the herein described tract, the northeast corner of the 1204.60 acre tract, being in the north line of the F. Hohenberger Survey No. 70, Abstract No. 817, said iron rod also being a northwest corner of the Robert C. and Amanda K. Hunter 279.7 acre tract recorded in Volume 402, Pages 591-599, Official Records, Kendall County, Texas, and being in the south line of the Carol Jean Teller and Joan Michele Bonn 109.8 acre tract recorded in Volume 179, Pages 168-172, Official Records, Kendall County, Texas;

Thence, with the east line of the herein described tract, the east line of the 1204.60 acre tract, the west line of the Hunter 279.7 acre tract, S. 1°43'31" W., 848.16 feet to a 1/2" iron rod set by a fence corner for angle of the herein described tract, the southwest corner of the Hunter tract, a northwest corner of the Dabra and Myra Klinksiak, and Sylvia Klinksiak Witter tract recorded in Volume 133, Pages 600-602, Volume 218, Pages 306-308, and Volume 247, Pages 793-795, Deed and Official Records, Kendall County, Texas;

Thence, with the east line of the herein described tract, the east line of the 1204.60 acre tract, a west line of the Klinksiak and Witter tract, S. 0°37'56" W., 603.82 feet to a 1/2" iron rod set in a cattle guard, in the centerline of Grape Creek Road for corner;

Thence, departing the east line of the 1204.60 acre tract, severing said 1204.60 acre tract, with the centerline of Grape Creek Road, N. 89°24'37" W., 157.91 feet to a 1/2" iron rod set for angle, and S. 76°23'19" W., 95.19 feet to a 1/2" iron rod set for corner;

Thence, continuing through said 1204.60 acre tract, with the east line of the herein described tract, S. 6°16'41" E., 597.21 feet to a 1/2" iron rod set for angle, and S. 1°01'59" W., 466.06 feet to a 1/2" iron rod set for the southeast corner of the herein described tract;

Thence, continuing through said 1204.60 acre tract, with the southeast line of the herein described tract, S. 62°20'44" W., 973.61 feet to a 1/2" iron rod set in a field for the south corner of the herein described tract;

Thence, continuing through said 1204.60 acre tract, with the west and southwest lines of the herein described tract, the following calls and distances;

N. 0°37'17" E., 700.00 feet to a 1/2" iron rod set for angle,  
 N. 24°38'12" W., 540.17 feet to a 1/2" iron rod set for angle,  
 S. 87°45'00" W., 115.77 feet to a 1/2" iron rod set for angle,  
 N. 62°27'45" W., 361.71 feet to a 1/2" iron rod set for angle,  
 N. 81°08'45" W., 1254.37 feet to a 1/2" iron rod set for angle,  
 N. 41°57'49" W., 265.86 feet to a 1/2" iron rod set for angle,  
 N. 17°01'24" W., 443.93 feet to a 1/2" iron rod set for angle in  
 the centerline of Graps Creek Road;

Thence, continuing through said 1204.60 acre tract, with the west  
 line of the herein described tract, N. 5°48'22" W., 222.25 feet to a  
 1/2" iron rod set in the eastern most north boundary line of said  
 1204.60 acre tract, said iron rod bears N. 90°00'00" E., 20.00 feet  
 from the southwest corner of the Olivia Harbort Schmidt tract recorded  
 in Volume 379, Pages 184-201 and 223-225, Official Records, Kendall  
 County, Texas;

Thence, with the north line of the herein described tract, a north  
 line of the aforementioned 1204.60 acre tract, S. 90°00'00" E.,  
 (reference bearing) passing the southeast corner of the Schmidt tract,  
 same being the southwest corner of the aforementioned Peller and Bonn  
 109.8 acre tract, 3049.15 feet to the Place of Beginning and  
 containing 120,763 acres of land.

Jeff Boerner  
 Registered Professional Land Surveyor  
 No. 4939 Job # 97-2222 06-03-97

STATE OF TEXAS  
 COUNTY OF KENDALL

I hereby certify that this instrument was filed in  
 File Number Sequence on the date and at the  
 time stamped hereon and was duly recorded in  
 the Official Records of Kendall County, Texas on:

APR 16 2002



DARLENE HERRIN, County Clerk  
 Kendall County, Texas

By: ASm Deputy

Filed for Record in:

Kendall County  
 Darlene Herrin  
 County Clerk

On: Apr 15, 2002 at 03:00P

Document Number: 00160694  
 Total Fees: 25.00 pd

Receipt Number - 42376  
 By Deputy: Paula Pfeiffer

This Document has been received by this Office  
 for Recording into the Official Public Records.  
 We do hereby swear that we do not discriminate  
 due to Race, Creed, Color, Sex or National  
 Origin.

Vol 84 Page 591

Together with the right of ingress and egress over by (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatever character except those held by the following persons:

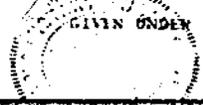
It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25<sup>th</sup> day of November, 1962.

and delivered in the presence of:  
David C. Simpson  
11-28-62

Opas Coldwell of Opas Coldwell & Co.  
Attorneys  
Secretary

THE STATE OF TEXAS )  
County of Brewer )  
I, A. A. Probst, a Notary Public in and for  
Brewer County, Texas, on this day personally appeared J. W. McCarley  
and Beulah McCarley known to me to be the person whose name  
is subscribed to the foregoing instrument, and acknowledged to me that they  
executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28<sup>th</sup> day of November A.D. 1962

A. A. Probst  
Notary Public Brewer County, Texas

Form 21 C  
Rev. 1-60

THE STATE OF TEXAS )  
County of Kendall )  
KNOW ALL MEN BY THESE PRESENTS:

that the undersigned, Olga Hecherberger  
for a good and valuable consideration, the receipt of which is hereby acknowledged,  
does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation,  
whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns,  
the right to enter upon the lands of the undersigned, situated in the County of  
Kendall, State of Texas and more particularly described as follows:

A tract of land located approximately 15 miles south  
(Show Direction Above)  
from the town of Fredricksburg and bounded

on the north by land owned by:

one Wilbur Schmidt, Emil Lichte & Chester Lichte

and the south by land owned by:

Martha Klinskiak & Edwin Egenhoff Ranch

on the east by land owned by:

Martha Klinskiak & Beulah Ralke

and on the west by land owned by:

Hondo Clough

and to place, construct, operate, repair, maintain, relocate, and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 5 day of December, 1962

Sealed and delivered in the presence of:

Daleon Harbort X Edgo Habenberg et L.S.

Date Dec 5, 1962 L.S.

THE STATE OF TEXAS  
County of Gillespie  
BEFORE ME,

Gillespie County, Texas, on this day personally appeared Daleon Harbort, a Notary Public in and for Gillespie County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duly sworn by me stated on oath that he saw Edgo Habenberg, grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of December, 1962

Edgo Habenberg  
Notary Public Gillespie County, Texas

THE STATE OF TEXAS  
COUNTY OF KENDALL

This indenture, made this 17th day of January, 1963, by and between Victor A. Zoeller and wife, LaVerne H. Zoeller, of Kendall County, Texas, parties of the first part, and W. P. Clarkson and wife, Marjory A. Clarkson, of Kendall County, Texas, parties of the second part, witnesseth:

Whereas, the parties of the first part, did, on or about the 5th day of October, 1962, execute to the parties of the second part, for the consideration therein mentioned, a conveyance of certain lands, situated in Kendall County, Texas, and herein-after more particularly described, which said conveyance is recorded in Vol. 84, page 344, of the Deed Records of Kendall County, Texas; and

Whereas, in said conveyance, by mistake, the words "Vol. 20 page 26" were written instead of the words "Vol 41 page 113" and

Whereas, to prevent difficulties hereafter, it is expedient to amend said conveyance;

V. P.  
134/885 DR

LINE NO. 79 - 65

EASEMENT NO.

NAME

RIGHT OF WAY EASEMENT 29-156  
(Distribution)

THE STATE OF TEXAS )  
 )  
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Rubin Hohenberger  
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kendall, State of Texas and more particularly described as follows:

A tract of land located approximately 15 miles South  
(Show Direction Above)

from the town of Fredericksburg, Texas, and bounded on the north by land owned by:

Mike Schmidt  
on the south by land owned by:

Monroe Klinkosick  
on the east by land owned by:

Monroe Klinkosick  
and on the west by land owned by:

Claude Kelly

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or high-way abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 7<sup>th</sup> day of February, 1979  
Signed and delivered in the presence of:

Delight Schaefer  
Date February 7, 1979

Rubin Hohenberger  
Rubin Hohenberger L.S.  
885 L.S.

WITNESS ACKNOWLEDGMENT

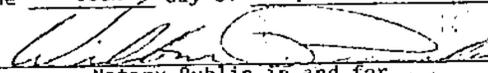
THE STATE OF TEXAS }  
COUNTY OF Gillespie }

Before me, the undersigned authority in and for said County and State, on this day personally appeared Delight Schuetze, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Rubin Hohenberger, the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office this the 18th day of April,

A.D. 19 79.

My term expires  
Jan. 31, 1981.

  
Wilbur Pressler Notary Public in and for  
Gillespie County, Texas

FILED FOR RECORD THIS 20th DAY OF August 1979, AT 3:34 O'CLOCK P. M.  
RECORDED THIS 23rd DAY OF August 1979, AT 2:40 O'CLOCK P. M.  
BY: Darlene Kerrin DEPUTY SHIRLEY R. STEHLING  
COUNTY CLERK, KENDALL COUNTY, TEXAS.

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THE STATE OF TEXAS

COUNTY OF .....

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successors or assigns, the rig  
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IN WITNESS WHEREOF,  
Sealed and delivered in the

*Delight Sch*  
Date *October*

For the joint acknowledgement of man and wife, use:  
The State of Texas, )

County of Gillespie

Before me, the undersigned authority, on this day personally appeared Rubin Hohenberger and wife,

Ruth known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 20th day of AUGUST, A.D. 1979...

My term expires  
March 20, 1981

*Delight Schuetz*  
Delight Schuetz  
Notary Public, Gillespie County, Texas.

FILED FOR RECORD THIS 26th DAY OF Dec. 1979 AT 9:02 O'CLOCK A. M.  
RECORDED THIS 3rd DAY OF Jan. 1980, AT 9:10 O'CLOCK A. M.  
BY: Sharon Ballitt DEPUTY  
SHIRLEY R. STEHLING  
COUNTY CLERK, KENDALL COUNTY, TEXAS.

V.P.  
141/800

800

LINE NO. 80-293

EASEMENT NO.

NAME

RIGHT OF WAY EASEMENT  
(Distribution) 34123

THE STATE OF TEXAS )  
 )  
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Rubin Hohenberger & wife, Ruth Hohenberger for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kendall, State of Texas and more particularly described as follows:

A tract of land located approximately 15 miles south (Show Direction Above)

from the town of Fredericksburg, Texas; and bounded on the north by land owned by:

Emil Lochte

on the south by land owned by:

Monroe Klinksiak

on the east by land owned by:

Monroe Klinksiak

and on the west by land owned by:

Claude Kelly

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 29<sup>th</sup> day of August, 1980  
Sealed and delivered in the presence of:

Delight Schuetz  
Delight Schuetz  
Date August 29, 1980

X Rubin Hohenberger L.S.  
Rubin Hohenberger  
Ruth Hohenberger L.S.  
Ruth Hohenberger

... and wife,  
; instrument,  
used.

2:00 CLOCK P.M.  
2:00 CLOCK P.M.  
NG  
COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF .....

That the undersigned ..... R  
for a good and valuable consid  
TEXAS ELECTRIC COOPERA  
successors or assigns, the right t  
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IN WITNESS WHEREOF, th  
Sealed and delivered in the p

*Patrick D. Duercker*  
Patrick Duercker  
Date 3-27-81

For the joint acknowledgment of man and wife, use:  
The State of Texas, )

County of Hillspie ..... )  
Before me, the undersigned authority, on this day personally appeared Rubin Hohenberg ..... and wife,

Ruth Hohenberg ..... known to me to be the persons whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Gives under my hand and seal of office, this 29th day of August ..... A.D. 1980...

My term expires  
March 20, 1981.

*Delight Schuetz*  
Delight Schuetz  
Notary Public, ..... Hillspie County, Texas.

FILED FOR RECORD THIS 6th DAY OF April 1981, AT 1:11 O'CLOCK P.M.  
RECORDED THIS 8th DAY OF April 1981, AT 10:05 O'CLOCK A.M.  
BY: *Sharon Babbitt* DEPUTY SHIRLEY R. STEHLING  
COUNTY CLERK, KENDALL COUNTY, TEXAS

801

LINE NO. 86-01574R

EASEMENT NO.

NAME

V. P. 174/577 DR

RIGHT OF WAY EASEMENT (Distribution)

STATE OF TEXAS )
COUNTY OF Gillespie )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Mr. Bailey Hobbs, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 533, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately Six (6) miles South from the town of Fredericksburg, Texas; and bounded on the north by land owned by Andrew Jenabita County Road; on the east by land owned by Harold Creuch; and on the west by land owned by Annie Felite Harold Creuch

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25 day of April, 1964 sealed and delivered in the presence of:

Signature of Bailey Hobbs
Date
Signature of Andrew Jenabita
Signature of Harold Creuch
Signature of Annie Felite

For the single acknowledgement of one person, man or woman, married or unmarried, use  
The State of Texas.

County of \_\_\_\_\_  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that  
\_\_\_\_\_ executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Texas

For the joint acknowledgement of man and wife, use:  
The State of Texas.

County of \_\_\_\_\_  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ and wife  
\_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument  
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Texas

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent  
executor, or whatever, use:  
The State of Texas.

County of \_\_\_\_\_  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the  
foregoing instrument; and acknowledged to me that \_\_\_\_\_  
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Texas

WITNESS ACKNOWLEDGEMENT

The State of Texas, )  
County of Dallas  
Before me, the undersigned authority in and for said County and State, on this day personally appeared  
Patrick Duvall  
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after  
being duly sworn by me, stated on oath that he saw Mrs. Ruby Holmberg  
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.  
Given under my hand and seal of office, this 14 day of May, A.D. 1956  
Billy W. Holmberg  
Notary Public, Dallas County, Texas 4-27-56

EASEMENT AND RIGHT OF WAY

VOL 89 PAGE 341

EXCHANGE Frederickburg

FORM 22-100

THE STATE OF Nebr

KNOW ALL MEN BY THESE PRESENTS:

ORDER NO. 5

COUNTY OF Neddall

That Quenther + Robin Hohenger

of the County of Neddall and State aforesaid, for and in consideration of the sum of One dollar Dollars (\$ 1.00 ) to Quenther + Robin Hohenger in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Abstract	Cont	Survey	Original	Acres
1118	—	146	KIRCHHOFF	214
1390	—	950	PRIESS, L	18
1486	—	146	DO	
1243	2962	950	DO	165
1242	314	146	KIRCHHOFF, P	45
817	314	70	DO	11.5
817	314	70	DO	11.5
620	314	146	HOMBERGER, F	300
479	314	614	CCSP + R GIG. RR	20
1242	314	146	DEPPERHEIM, E	20
1243	2962	950	PLANTER	160

Situated in Neddall + Phelps County, State of Nebr and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement. Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or crop or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 5th day of February 1966

Quenther Hohenger  
Robin Hohenger

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THE STATE OF Texas  
County of Haskell

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence H. Haskins  
& Pauline Haskins  
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of February, A. D. 1966  
W. H. Haskins  
Notary Public, Haskell County, Texas

Filed for record in my office the 15th day of June A.D. 1966 at 3:20  
o'clock P. M. and duly recorded the 16th day of June A.D. 1966 at  
9:20 o'clock A. M. in Volume 89, pages 341-342.  
John Johnson, Clk. Co. Ct., Gillespie County, Texas.

RAYMOND E. USENER TO THE SOUTHWESTERN STATES TELEPHONE COMPANY

EASEMENT AND RIGHT OF WAY  
VOL. 89 PAGE 342

FORM 5110  
THE STATE OF Texas  
COUNTY OF Gillespie

EXCHANGE Fredrickson  
ORDER NO. 325

That Raymond E. Usener  
of the County of Gillespie and State aforesaid, for and in consideration of the sum of

One hundred Dollars (\$ 100) to Raymond E. Usener in hand paid by  
THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknow-  
ledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTH-  
WESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 10 feet in width  
to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee  
may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across,  
under and upon the following described property to wit:

Abstract Sect: Survey Original  
111 -- 113 THEIRS, QUIT Acres  
70

Situated in Gillespie County, State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line when constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.  
Grantor grants to the Grantee the right of ingress and egress over any (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.  
The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform in any future highway relocation, widening or improvement.  
The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.  
And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 3 - 23 day of 1966  
Raymond E. Usener