

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

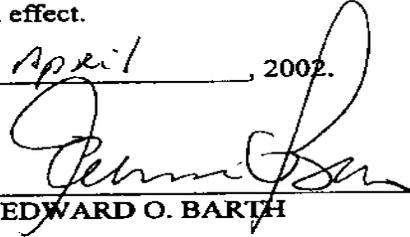
right to do so in the future or the validity or enforceability of such term or provision.

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 11th 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:

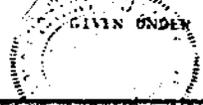
It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25th 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 28th day of November A.D. 1962

A. A. Probst
Notary Public Brewer County, Texas

Form 21 G
Rev. 1-60

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

that the undersigned, Olga Hecherberg
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 Oskar Schmidt, Emil Lichte & Chester Lichte
and the south by land owned by:

mauve Klinskiak & Edwin Egenhoff Ranch
on the east by land owned by:

mauve 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 Edgar Habenberg et al 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 Edgar 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

Edgar 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 7th 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

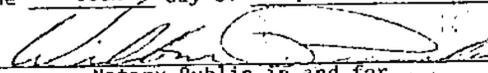
THE STATE OF TEXAS }
COUNTY OF Gillespie }

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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The undersigned covenants
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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 29th 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 _____
for a good and valuable consideration
TEXAS ELECTRIC COOPERATIVE
successors or assigns, the right to
State of Texas and more particularly

A tract of land located

from the town of _____
to the north by land _____

on the south by land _____

on the east by land _____

and on the west by _____

and to place, construct, operate
way abutting said lands and all
and shrubbery to the extent of
time all dead, weak, leaning

Together with the right of ingress
of constructing, operating, repairing

In granting this easement it is
possible interference to farm

The undersigned covenants that
encumbrances and liens of whatsoever

It is further understood that
in the plural and that words

IN WITNESS WHEREOF, the
Sealed and delivered in the presence of

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

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, on the south by land owned by Harold Crouch, on the east by land owned by Annie Hobbs, and on the west by land owned by Harold Crouch.

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: 4/25/64, Signature of Andrew Jenabita, Signature of Harold Crouch, Signature of Annie Hobbs

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 _____ and wife
Before me, the undersigned authority, on this day personally appeared _____
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 D. Duvick
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

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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
J. W. Faust
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 Haskell

EXCHANGE Fredricksburg
ORDER NO. 325

That Raymond E. Usener
of the County of Haskell 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
St. Block Dist. Grantee Acres
111 -- 113 THEIRS, QUIT 70

Situated in Haskell 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 whatsoever lawfully claiming or to claim the same or any part thereof.

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