

5345

SUBDIVISION RESTRICTIONS OF HAPPY HOLLOW RANCH

THE STATE OF TEXAS }

COUNTY OF BANDERA }

KNOW ALL MEN BY THESE PRESENTS:

That I, Gerald H. Persyn, owner of Happy Hollow Ranch, Unit No. 1, a Subdivision of a 215.415 acre tract of land situated in Bandera County, Texas, being 173.740 acres out of the Southeasterly portion of Survey No. 108, Jose de los Santos, Abstract No. 7, and 41.675 acres out of the Easternmost portion of Survey No. 112, Juan Bustamento, Abstract No. 37, said 215.415 acre tract of land also being a part of a 642.79 acre tract of land that was conveyed by Ann Parker Davidson Conner, et al, to Sauer Associates, Inc., by deed recorded in Volume 146, pages 451 to 454, of the Deed Records of Bandera County, Texas, said Subdivision consisting of twenty-five (25) tracts, all as more fully shown by plats of said Subdivision in three (3) parts, recorded in Volume 3, pages 2, 2A and 2B, of the Plat Records of Bandera County, Texas, to which reference is here made for all purposes, do hereby impress all of the said property included in such Subdivision with the following restrictions, covenants and conditions, to-wit:

I.

HOUSING AND AUXILIARY BUILDINGS

(1) No mobile homes, trailer houses, tents, shacks or any temporary or make-shift living quarters shall be placed, erected or be permitted to remain on any tract, nor shall any structure of a temporary character be used at any time as a residence other than those connected with the construction of permanent buildings and then only during the construction period.

(2) No storage of any items other than materials for on-site construction shall be placed or maintained on any tract in said Subdivision and when materials for on-site construction are placed thereon the same shall be used within a reasonable length of time.

(3) All buildings, including any auxiliary buildings placed or constructed on any tract shall be constructed by qualified and capable persons or firms and in a workmanlike manner.

(4) The construction of any buildings on any tract shall not be prolonged unreasonably.

(5) The main building (living quarters) of any home placed or constructed on any tract shall be one hundred fifty(150') feet from any public street right-of-way line and seventy-five (75') feet from side and rear lines.

(6) Auxiliary buildings on any tract shall be one hundred fifty (150') feet from public street right-of-way lines and twenty-five (25') feet from side and rear lines.

(7) Before the building of any permanent structure is commenced on any tract, blue prints and/or sketches thereof must be furnished to and approved by the Architectural Committee for said Subdivision.

(8) Any main dwelling house placed or constructed on any tract shall have a minimum of fifteen hundred (1,500') square feet, heated living area and shall be of brick or rock veneer construction or the equivalent thereof.

(9) All auxiliary buildings placed or erected on any tract shall be compatible with the main dwelling house in design and construction.

(10) To preserve water quality and quantity, water supply and septic systems shall be arranged for by each tract owner and shall comply with the regulations of the Texas State Health Department.

(11) Only single family dwellings may be placed or erected or permitted to remain on any tract, except tracts 4 through 8, inclusive, where multi-family structures will be allowed, not to exceed a one-family per acre density.

(12) No commercial operations of a service-providing nature shall be allowed in said Subdivision, except on tracts one, two and

420

three with the approval of the Architectural Committee and a majority (70%) of the tract owners of record in said Subdivision.

(13) The Architectural Committee hereinabove mentioned shall consist of the Subdivision owners, Gerald H. Persyn and wife, Mary Ann Persyn, or the survivor of them; and when they are both deceased, said Architectural Committee may be elected by a majority vote of the tract owners in said Subdivision.

II.

FENCING

(1) All fences on any tract shall be placed one hundred fifty (150') feet from property lines adjacent to public streets.

(2) No chain link or barbed wire fencing on the street side of any tract shall be allowed.

(3) The street side fencing on any tract shall be compatible with the main house architecture on said tract.

III.

RUBBISH DISPOSAL

(1) No burning of brush or rubbish (during tract clean-up) shall be allowed without adequate supervision and precautions.

(2) All trash and waste materials shall be deposited in the designated disposal area only in said Subdivision, where it will be burned under proper supervision and periodically covered over with soil.

(3) No rubbish shall be left on tracts for an unreasonable length of time and same shall be removed at the cost to the tract owner.

IV.

TREES AND OTHER LAND COVER

(1) No live tree or trees shall be removed from any tract without approval of the Architectural Committee.

(2) The tract owner shall make all reasonable efforts to preserve the natural beauty of the land and its cover and the wild-life and its habitat and to consider these when planning and making on-site improvements.

V.

ANIMALS

(1) No pigs or swine of any kind, or any other animal having offensive odor, or livestock shall be allowed, kept or maintained on any tract.

(2) The commercial raising of livestock shall not be permitted or allowed on any tract.

(3) No more than one large animal (horse, cow) per two acres, that is, three horses on a 6-acre tract, shall be allowed.

(4) No more than two small animals (sheep, goats) per acre, that is, twelve (12) of such animals on a 6-acre tract, shall be allowed.

(5) Only poultry and rabbitry in numbers to meet personal needs of the family shall be allowed on any tract and no commercial raising of such poultry, eggs and rabbitry shall be allowed in said Subdivision.

(6) No poultry or producing of eggs for commercial operation shall be allowed on any tract in said Subdivision.

(7) No make-shift, eye-sore or non-maintained animal shelters shall be erected, maintained or permitted to remain on any tract in said Subdivision.

(8) No livestock or fowl shall be allowed to run free outside of the owner's tract.

VI.

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

VII.

No impounding of any water that would result in flooding public or private property shall be allowed on any tract.

VIII.

FIREARMS

For the safety of Happy Hollow residents and protection of

the wild-life thereon no discharge of any firearms or air rifles on or across any tract will be allowed.

IX.

These restrictions may be amended, as time and needs dictate, and with the approval of the majority (70%) of the tract owners of record.

X.

ENFORCEMENT OF RESTRICTIONS

If any person or persons shall violate or attempt to violate any of the above and foregoing restrictions and covenants, it shall be lawful for the Subdivision Owners or any person or persons owning any tract in said Subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants, either to prevent or enjoin him or them from so doing or to correct such violation or to recover damages or other relief for such violation, and such person or persons against whom such action is instituted shall be liable for all court costs and reasonable attorney's fees and other necessary expenses incurred by the Plaintiffs in such action in the event of a judgment or decree in favor of such Plaintiffs. Invalidation of any one or any part of these restrictions by judgment of Court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

XI.

The above and foregoing provisions, conditions, restrictions and covenants are made applicable to all tracts in said Subdivision for the protection of individual tract owners or users within the Subdivision in order to better secure to them the maximum benefit and enjoyment of all of said Subdivision and said restrictions and covenants and other relevant provisions shall run with the land and be binding on all parties subsequently acquiring any interest in any property within said Subdivision by purchase or otherwise and

shall be binding on all parties dealing therewith.

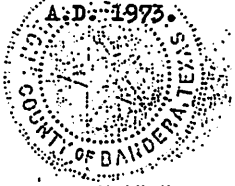
EXECUTED on this 21st day of June, A.D. 1973.

Gerald H. Persyn
Gerald H. Persyn, Owner

THE STATE OF TEXAS }
COUNTY OF BANDERA }

BEFORE ME, the undersigned authority, on this day personally appeared GERALD H. PERSYN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of June, A.D. 1973.



Frances Alanis
FRANCES ALANIS
Notary Public in and for Bandera
County, Texas.

STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 21st day of June A.D. 19 73 with its certificate of authentication was filed for record in my office the 26th day of June A.D. 19 73 at 2:50 o'clock P. M. and duly recorded the 27th day of June A.D. 19 73 at 1:35 o'clock P. M., in the Deed Records of Said County in Volume 153 on Pages 478-483

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By Shirley J. Nelson
Deputy

AMENDMENT TO SUBDIVISION RESTRICTIONS

6090

OF

HAPPY HOLLOW RANCH

THE STATE OF TEXAS }
COUNTY OF BANDERA }

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the Subdivision Restrictions of Happy Hollow Ranch, dated the 21st day of June, A. D. 1973, and recorded in Volume 153, page 478, Deed Records of Bandera County, Texas, provide in sub-paragraph (11) of paragraph I thereof that only single family dwellings may be placed or erected or permitted to remain on any tract, except tracts 4 through 8 inclusive, where multi-family construction will be allowed; and

WHEREAS paragraph IX of said Restrictions provides that said Restrictions may be amended as time and needs dictate, with the approval of the majority (70%) of the tract owners of record; and

WHEREAS it now appears that there is a need for the amending of said Restrictions insofar as Tract No. 14 of said Happy Hollow Ranch, Unit No. 1, is concerned:

NOW, THEREFORE, in compliance with paragraph IX of said Restrictions and with the approval of a majority (70%) of the tract owners of record we, Gerald H. Persyn and wife, Mary Ann Persyn, the owners of Happy Hollow Ranch, Unit No. 1, do hereby make the following amendment to said Subdivision Restrictions, to-wit:

Tract No. 14 in said Happy Hollow Ranch, Unit No. 1, as shown on plat thereof on file in Volume 3, page 2A of the Plat Records of Bandera County, Texas, may be re-subdivided by the owners of said tract No. 14 into not more than three (3) tracts of not less than four (4) acres each, and not more than one single family dwelling may be allowed on each of such tracts.

All other covenants, conditions and restrictions of said Subdivision Restrictions of Happy Hollow Ranch, as hereby amended, are hereby ratified and confirmed and shall remain in full force and effect.

WITNESS OUR HANDS on this 9 day of October, A.D. 1973.

Gerald H. Persyn
Gerald H. Persyn

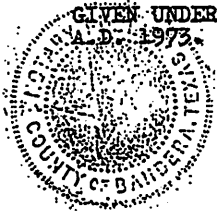
Mary Ann Persyn
Mary Ann Persyn

THE STATE OF TEXAS }
COUNTY OF BANDERA }

BEFORE ME, the undersigned authority, on this day personally appeared GERALD H. PERSYN and wife, MARY ANN PERSYN, 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 9th day of October, A.D. 1973.

Frances A. Davis
FRANCES A. DAVIS
Notary Public in and for Bandera
County, Texas.



STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 9th. day of Oct. A.D. 19 73 with its certificate of authentication was filed for record in my office the 10th. day of Oct. A.D. 19 73 at 11:05 o'clock A. M. and duly recorded the 11th. day of Oct. A.D. 19 73 at 2:05 o'clock P. M., in the Deed Records of Said County in Volume 155 on Pages 231-232

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas

By Shirley J. Nelson
Deputy

UTILITY EASEMENT

AND

W.O. 34842

COVENANT OF ACCESS

STATE OF TEXAS

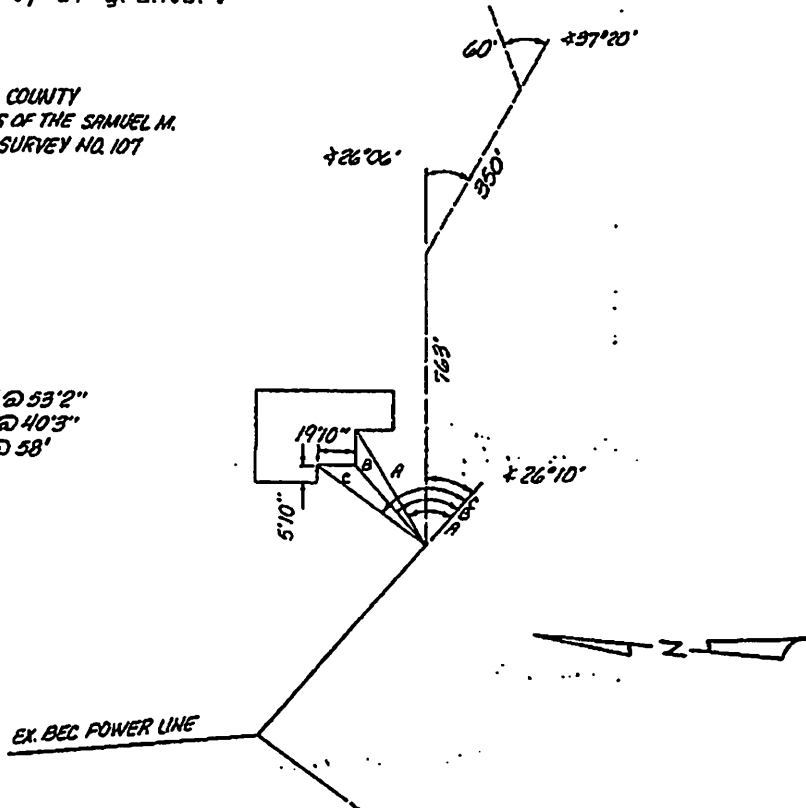
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BANDERA

That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor:

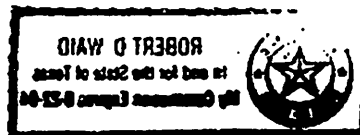
BANDERA COUNTY
140.00 ACRES OF THE SAMUEL M.
SCHOOLFIELD SURVEY NO. 107

A = $\pm 67^{\circ}16' \div 53'2''$
B = $\pm 85^{\circ}53' \div 40'3''$
C = $\pm 95^{\circ}23' \div 58'$



The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmissions or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum.



Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of the utilities. The easement area and all improvements within it shall be maintained by the owner of the land except for those facilities for which an authority or the utility company is responsible.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS _____ HAND _____, this _____ day of 6TH April / May, A.D., 1991.

Johnny C. Higgins

Johnny C. Higgins

THE STATE OF TEXAS

COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared JOHNNY C. HIGGINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

76210 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of MAY, 1991.

Filed for Record
at 1:37 o'clock PM

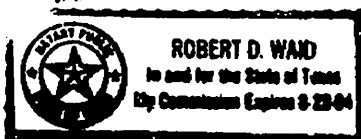
OCT 16 1991

Bernice Bates
County Clerk, Bandera County, Texas
By Carol W. [Signature]

Robert D. Wand
Notary Public in and for BANDERA
County, Texas

Printed or Stamped Name of Notary

My Commission Expires: _____



Any instrument herein which restricts the sale, rental or use of the described real property on the basis of color or race is invalid and unenforceable under Federal Law.
NOTARY PUBLIC
COUNTY OF BANDERA
I hereby certify that this instrument was FILED in FILE Number Sequence on _____ and at the time stamped hereon by me, and was duly RECORDED in the PUBLIC RECORDS of Bandera County, Texas on _____

OCT 18 1991



Bernice Bates
County Clerk, Bandera County, Texas

UTILITY EASEMENT

AND

M.O. 34875

COVENANT OF ACCESS

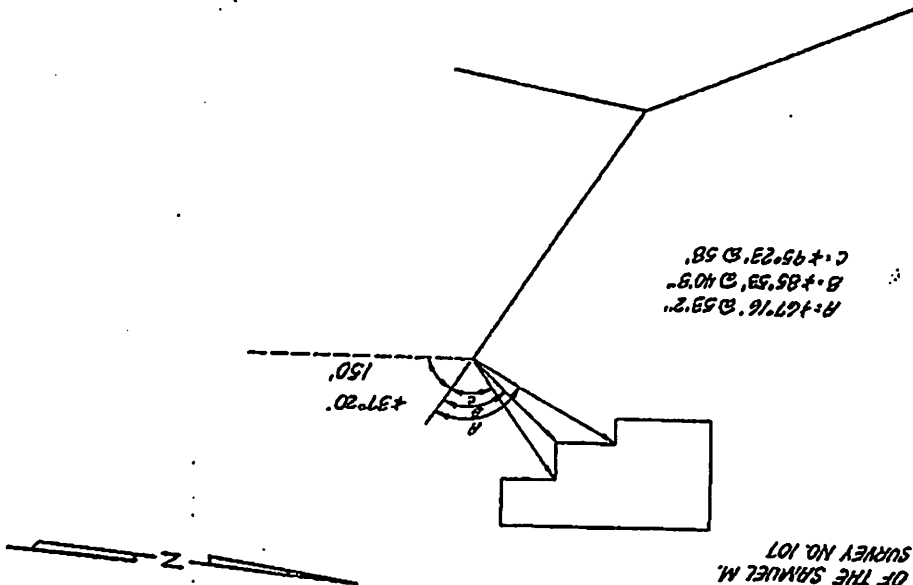
STATE OF TEXAS

COUNTY OF BANDERA

KNOW ALL MEN BY THESE PRESENTS

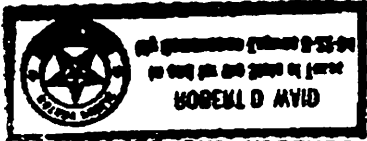
That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor:

BANDERA COUNTY
140 ACRES OF THE SAMUEL M.
SCHOOLFIELD SURVEY NO. 107



The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric service including placing, constructing, operating, repairing, inspecting, rebuilding, removing, relocating electric lines, transmissions or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum.



Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of the utilities. The easement area and all improvements within it shall be maintained by the owner of the land except for those facilities for which an authority or the utility company is responsible.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS _____ HAND _____, this 6TH
day of APRIL, A.D., 1991.

Johnny C. Huggins
Johnny C. Huggins

THE STATE OF TEXAS

COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared JOHNNY C. HUGGINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of
MAY, 1991.

76185

Filed for Record
at 1:12 o'clock PM

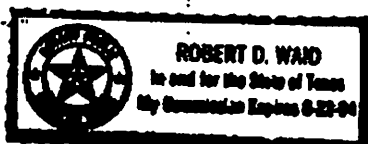
OCT 16 1991

Bernice Bates
County Clerk, Bandera County, Texas
Carle Wedgworth

Robert D. Ward
Notary Public in and for _____
County, Texas

Printed or Stamped Name of Notary

My Commission Expires: _____



This provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS
COUNTY OF BANDERA
I hereby certify that this instrument was FILED in FILE Number Sequence on _____ and at the time stamped herein by me, and was duly RECORDED in the _____ PUBLIC Records of Bandera County, Texas on _____

OCT 18 1991



Bernice Bates
County Clerk, Bandera County, Texas

CHANNEL EASEMENT

STATE OF TEXAS)

County of Bandera)

KNOW ALL MEN BY THESE PRESENTS:

That we, Roger L. Gohman and wife, Priscilla Gohman of the County of El Paso, State of Texas, for and in consideration of the sum of Twenty-Five Hundred and No/100 (\$2,500.00) DOLLARS, to us have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Bandera, State of Texas, and being a part of 84.6 acres out of the A.D. Beatty Survey No. 104, Abstract No. 45, as conveyed by G. W. Perry to Roger L. Gohman and wife, Priscilla Gohman by deed dated the 29 day of May, 1961, and recorded in Volume 110, Page 363, of Deed Records of Bandera County, Texas; said tract or parcel of land herein conveyed, being subject to: Grantors right in and to ingress and egress through and over channel easement.

lien(s) held by Carl H. Roush and Kerr Investment Corp., easement(s) held by , lease(s) held by , and being more particularly described as follows, to-wit:

Channel Easement (a)

BEGINNING at a point in the proposed East Right-of-Way line for Relocating and Widening Farm to Market Highway No. 689, said point being 60.0 feet from and normal to Station 935/22.1 on the center line of said Highway Relocation, same point being also in a Northerly direction a distance of 1355.6 feet from a proposed Southwest corner of the Roger L. Gohman, et ux, property;
THENCE N. 14° 36' W., parallel to and 60.0 feet from center line of said Highway Relocation, a distance of 200.0 feet to a point, said point being 60.0 feet from and normal to Station 933/22.1 on the center line of said Highway Relocation;
THENCE N. 15° 24' E., 113.4 feet to a point;
THENCE S. 74° 35' E., 100.0 feet to a point;
THENCE S. 15° 24' W., 286.6 feet to the place of beginning and containing 0.459 Acres of land, more or less, all out of the A.D. Beatty Survey No. 104, Abstract No. 45.

Channel Easement (b)

BEGINNING at a point in the proposed West Right-of-Way line for Relocating and Widening Farm to Market Highway No. 689, said point being 60.0 feet from and normal to Station 937/29.9 on the center line of said Highway Relocation, same point being in a Northerly direction, a distance of 1234.6 feet from a proposed Southeast corner of the Roger L. Gohman, et ux, property;
THENCE S. 15° 24' W., 113.4 feet to a point;
THENCE N. 74° 36' W., 100.0 feet to a point;
THENCE N. 15° 24' E., 286.6 feet to a point in the proposed West Right-of-Way line, said point being 60.0 feet from and normal to Station 935/29.9 on the center line of said Highway Relocation;
THENCE S. 14° 36' E., parallel to and 60.0 feet from the center line of said Highway Relocation, a distance of 167.0 feet to a point, said point being 60.0 feet from and normal to P.C. Station 936/26.9 on the center line of said Highway Relocation;
THENCE in a Southerly direction along the arc of a circular curve to the left, having a radius of 5789.65 feet, concentric with and 60.0 feet from the center line of said Highway Relocation, a distance of 33.3 feet to the place of beginning and containing 0.459 Acres of land, more or less all out of the A.D. Beatty Survey No. 104, Abstract No. 45.

Channel	Acres
(a)	0.459
(b)	0.459
	0.918 Total

For the purpose of opening, constructing and maintaining a permanent drainage channel in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said channel, or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that Bandera County in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness our hand, this the 8th day of April, A.D. 1966.

Roger L. Gohman
Roger L. Gohman

Priscilla Gohman
Priscilla Gohman

THE STATE OF TEXAS,)

County of Bandera)

Before me, a notary public in and for said County and State, on this day personally appeared Roger L. Gohman, known to me (or proved to me on the oath of , a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 8th day of April, 1966.

Seal.

Millie Margaret Moore
Notary Public in and for Bandera County, Texas.

THE STATE OF TEXAS,)

County of Bandera)

Before me, a notary public in and for said County and State, on this day personally appeared Priscilla Gohman, wife of Roger L. Gohman, known to me (or proved to me on the oath of , a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her she, the said Priscilla Gohman, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 8th day of April, 1966.

Seal.

Millie Margaret Moore
Notary Public in and for Bandera County, Texas.

Filed for Record April 25, 1966 at 11:36 o'clock A.M. and duly Recorded April 28, 1966 at 3:07 o'clock P.M. in Vol. 123, Pages 567-568, Deed Records, Bandera County, Texas.

Seal.

Roscoe L. Hayes, Clerk County Court,

By E. L. Baker, Jr., Deputy.

Bandera County, Texas.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

2176

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BANDERA

That ANN PARKER DAVIDSON CONNER of San Jose, Santa Clara County, California, JOHN PERRYMAN DAVIDSON, III of Los Angeles, Los Angeles County, California, ~~That~~ EUGENE W. GILL as Trustee for John Perryman Davidson, III and Ann Parker Davidson Conner, and DALTON CROSS, Individually and as Independent Executor of Estate of Ann Parker Davidson Cross, Deceased, both of the County of Bexar and State of Texas for and

in consideration of the sum of TEN AND NO/100 (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution of one certain real estate lien note of even date herewith in the principal sum of One Hundred Thirty-two Thousand Four Hundred One Dollars (\$132,401.00), payable to the order of Grantors, being due and payable as follows:

In ten (10) equal annual installments of \$13,240.10 each; plus accrued interest at the rate of seven per cent (7%) per annum, the first of such installments being due and payable on February 10, 1973, and continuing thereafter on the 10th day of February of each succeeding year until said note, both principal and interest, is paid in full.

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of

trust of even date herewith to PAUL M. GREEN * * * * * Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

* * * * SAUER ASSOCIATES, INC., a corporation,

of the County of Gillespie and State of Texas, all of the following described real

property in Bandera County, Texas, to-wit:

A 642.79 acre tract of land located in Bandera County, Texas, being 320 acres of land, all of Survey No. 112, Juan Bustamento, Abstract No. 37, and 322.79 acres of land out of Survey No. 108, Jose De Los Santos, Abstract No. 7, and being more particularly described as follows, to-wit:

BEGINNING at a steel pin set by a fence corner post for the west corner of this tract, said beginning point also being the west corner of Survey No. 112, Juan Bustamento, Abstract No. 37;

THENCE with the fence and the S. W. line of Survey No. 112, S. 46 deg. 51' E., 3,736.14 feet to a steel pin set by a fence corner post for the south corner of this tract, and also being the south corner of Survey No. 112, Juan Bustamento, Abstract No. 37;

THENCE with the fence the following four courses:

N. 43 deg. 46' E., 814.79 feet;
N. 43 deg. 23' E., 1,200.00 feet;
N. 43 deg. 38' E., 3,158.04 feet;

and N. 43 deg. 45' E., 2,240.38 feet to a steel pin set by a fence corner post on the S. W. right-of-way line of F. M. Highway No. 689 for the east corner of this tract;

THENCE with the S. W. right-of-way line of F. M. Highway No. 689, N. 45 deg. 58' W. 3,763.12 feet to a steel pin set by a fence corner post for the north corner of this tract;

THENCE with the fence S. 43 deg. 52' W. 3,432.23 feet and S. 46 deg. 03' W., 294.87 feet to a steel pin set by a fence corner post for the west corner of Survey No. 108, Jose De Los Santos, Abstract No. 7 and the north corner of Survey No. 112, Juan Bustamento, Abstract No. 37;

THENCE continuing with the fence S. 42 deg. 39' W., 2,398.89 feet and S. 43 deg. 09' W., 1,345.00 feet to the place of the beginning and containing 642.79 acres of land.

INITIALED FOR IDENTIFICATION

[Handwritten signatures and initials]

This conveyance is made and accepted subject to easements of record in the Bandera County Deed Records, recorded in Vol. 82, Page 563, and Vol. 115, Page 544.

This conveyance is made and accepted subject to an oil and gas lease to Shell Oil Company recorded in Vol. 138, Page 851, Bandera County Deed Records.

In addition, there is excepted from and reserved in Grantors a one-sixteenth (1/16) nonparticipating royalty interest in and to all oil, gas and other minerals produced and saved from said land. This reserved nonparticipating royalty does not entitle the owners thereof to join as lessors in the execution of oil, gas and mineral leases on the land covered hereby, or to share in cash bonuses, delay rentals in lieu of drilling operations, excess royalties, or other considerations than the landowner's conventional royalty which may be received for any oil, gas or mineral lease on the land covered hereby.

WITNESSETH * * *

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors ~~heirs~~ and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 10th day of February

A. D. 1972.

EUGENE W. GILL, Trustee for
John Perryman Davidson III and
Ann Parker Davidson Conner

ANN PARKER DAVIDSON CONNER
JOHN PERRYMAN DAVIDSON III

DALTON CROSS, individually and as
Independent Executor of Estate of
Ann Parker Davidson Cross, Deceased

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared ANN PARKER DAVIDSON CONNER

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 10th day of February, A.D. 19 72

Notary Public in and for Bexar County, Texas.

E. GETAZ

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

(Acknowledgment)

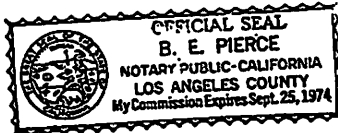
CALIFORNIA
THE STATE OF ~~TEXAS~~
COUNTY OF LOS ANGELES

Before me, the undersigned authority, on this day personally appeared JOHN PERRYMAN DAVIDSON, III

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 10th day of February, A.D. 19 72

Notary Public in and for Los Angeles County, California



(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared EUGENE W. GILL, Trustee for John Perryman Davidson, III and Ann Parker Davidson Conner,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 17th day of February, A.D. 19 72

Notary Public in and for Bexar County, Texas.

E. GETAZ

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of, A.D. 19

Notary Public in and for

County, Texas.

THE STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared DALTON CROSS, Individually and as Independent Executor of Estate of Ann Parker Davidson Cross, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of February, 1972.



E. Getaz
Notary Public
Bexar County, Texas
- E. GETAZ -
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 10th day of Feb. A.D. 1972 with its certificate of authentication was filed for record in my office the 29th day of Feb. A.D. 1972 at 11:25 o'clock A.M. and duly recorded the 3rd day of Mar. A.D. 1972 at 10:50 o'clock A.M. in the Deed Records of Said County in Volume 146 on Pages 451-454.

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.



OLGA SCHMIDT
Clerk County Court, Bandera County, Texas
By *Shirley J. Nelson* Deputy

THE STATE OF TEXAS, |
COUNTY OF Bandera |

WHEREAS, J. C. Anderwald and wife Pauline L. Anderwald of the County of Bandera State of Texas did on the 27th day of May A. D. 1946 by deed of that date duly recorded in the Records of Deeds in Bandera County, volume page Grant, Sell and Convey to Stephen B. Jenkins and wife Lorena L. Jenkins of the County of Bandera State of Texas the following described property, to-wit: Being .6891 of an acre more or less out of Survey No. 361 Patented to Virginia Hay and did in said deed retain a Vendor's Lien on the property so Granted, Sold and Conveyed, to secure the payment of part of the purchase money mentioned in said deed as follows, to-wit: One Note for \$1275.00 dated May 27, 1946 and payable in monthly installments of \$50.00 the first installment being due and payable on or before the 1st day of July 1946 and one installment to become due and payable on or before the First day of each succeeding month thereafter until the whole principal sum is paid with interest at the rate of 5% per annum

And, Whereas, said Vendor's Lien note given as aforesaid for part purchase money of said property has been paid to W. R. Fletcher the legal and equitable holder and owner of said note:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That I, W. R. Fletcher the present legal and equitable owner and holder of said Vendor's Lien note above mentioned, do hereby release, discharge and quit-claim unto the said Stephen B. Jenkins and wife Lorena L. Jenkins their heirs and assigns, all the rights, title, interest and estate in and to the property above described, which I have or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described.

WITNESS my hand this 20th day of September A. D. 1949.

W. R. Fletcher

THE STATE OF TEXAS, |
COUNTY OF Bandera |

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared W. R. Fletcher known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 20th day of September, A. D. 1949.

Mary Helen Watson

Notary Public Bandera County, Texas.

Seal

FILED for record the 12th day of December, A.D. 1949, at 10:30 o'clock, A.M., and RECORDED the 13th day of December, A.D. 1949, at 10:00 o'clock, A.M., in Vol. 52, Page 557, in Deed Records of Bandera County.

Roscoe L. Hayes, Clerk County Court,
Bandera County, Texas.

Seal

By Bonnie Jean Gray, Deputy.

THE STATE OF TEXAS, |
County of Bandera |

KNOW ALL MEN BY THESE PRESENTS:

That J. P. Davidson and wife Ann Parker Davidson of Bandera County, Texas, for and in consideration of Sixty and no/100 Dollars (\$60.00) to me (us) in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, E-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or

near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Bandera County, Texas, to-wit: A portion of that certain tract of land situated in Bandera County, Texas conveyed to J. P. Davidson and wife Ann Parker Davidson, by deed from A. M. Horsman and wife Pearl Horsman being 405 acres of land more or less out of the J. E. Bettner Survey #117 as recorded Feb. 18, 1948 in Vol. 79 page 222, deed records Bandera County.

This easement shall consist of a strip of land 100 ft. wide along the following described center line:

Beginning at a point of entrance in the southwestern line of the J. P. Davidson tract S. 45 deg. 10' W. 2768 feet from the most easterly corner of the adjoining Montague tract, thence N. 7 deg. 25' W. for a distance of 4279 feet to a point of exit in the north Western line S. 45 deg. 50' W. 169 feet from the most northerly corner of the tract.

Grantor warrants that grantor is the owner of said property and has the right to execute this easement.

The center-line described above is shown on plat attached hereto marked Exhibit A, and incorporated herein by reference.

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, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

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

Not more than 12 poles in timbered pasture. towers, H-Frames, poles and guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of Five and no/100 Dollars (\$5.00) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

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

WITNESS our hands this 2 day of December 1949.

Sealed and delivered in the presence of:

J. P. Davidson

Ann Parker Davidson

THE STATE OF TEXAS, |
County of Bexar |

BEFORE ME, Billie H. Owens, a Notary Public in and for Bexar County, Texas, on this day personally appeared J. P. Davidson 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 2nd day of December A. D. 1949.

Billie H. Owens

Notary Public, Bexar County, Texas.

Seal

BANDERA ELECTRIC COOPERATIVE, INC.
Bandera, Texas 78003

157/89

RIGHT - OF - WAY AGREEMENT

STATE OF TEXAS 1
COUNTY OF BANDERA 1

6929

In consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, (hereinafter called Grantor, whether one or more) does hereby grant, bargain, sell and convey to BANDERA ELECTRIC COOPERATIVE, INC., a corporation duly incorporated under and by virtue of the laws of the State of Texas, its successors and assigns (hereinafter called Grantee), a right-of-way and easement to construct, maintain, operate, repair, alter, replace and remove an electric transmission or distribution line or system across, over, upon or under the lands of the Grantor in the County of Bandera, State of Texas, to-wit:

Happy Hollow Ranch, Unit No. 1 Subdivision, according to the Plat and Plan of Utility Easements shown on the Plat of said Subdivision, recorded in 2B and 3 Volume 3 Pages 2A/ of the Map and Plat Records of Bandera County, Texas.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional electrical lines.

Grantee shall have the right, without liability of any sort, to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric lines or system and to cut down all dead, weak, leaning or dangerous trees that are tall enough to strike the lines in falling. In granting this easement, it is understood that poles, lines and appurtenances will be placed to form the least interference with land use, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described land and that the said land is free and clear of incumbrances and liens, SAVE AND EXCEPT

the following: Oil and gas lease recorded in Vol. 130, pg. 851, Deed Records of said County; a one-sixteenth (1/16) non-participating royalty interest reserved in deed recorded in Vol. 146, pg. 451, Deed Records of said County; Vendor's Lien retained in deed recorded in Vol. 150, pg. 844, Deed Records of said County; Deeds of Trust recorded in Vol. 46, pg. 544, 548 and 781, Deed of Trust Records of said County and Vendor's Lien retained in deed recorded in Volume 149, pg. 884, Deed Records of said County.

Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to free right of ingress and egress to, from, upon, over and across subdivision land to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the operation of said electric lines. The Grantee shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, Grantee for the purposes herein granted, with ingress and egress to, from, upon, over and across subdivision land to and from the said right-of-way and easement for the purpose of construction, inspecting, repairing, maintaining, replacing and removing the property of Grantee herein described and the undersigned hereby bind themselves, their heirs, executors, successors, assigns and legal representatives, to WARRANT AND FOREVER DEFEND all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 29 day of September 19 73.

Gerald H. Persyn
Gerald H. Persyn

Mary Ann Persyn
Mary Ann Persyn

STATE OF TEXAS |

COUNTY OF BANDERA |

Before me, the undersigned authority, on this day personally appeared Gerald H. Persyn

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

Given under my hand and seal of office this 29 day of September, 19 73.

Glendon Robert
Glendon Robert
Notary public in and for
Bandera, County, Texas

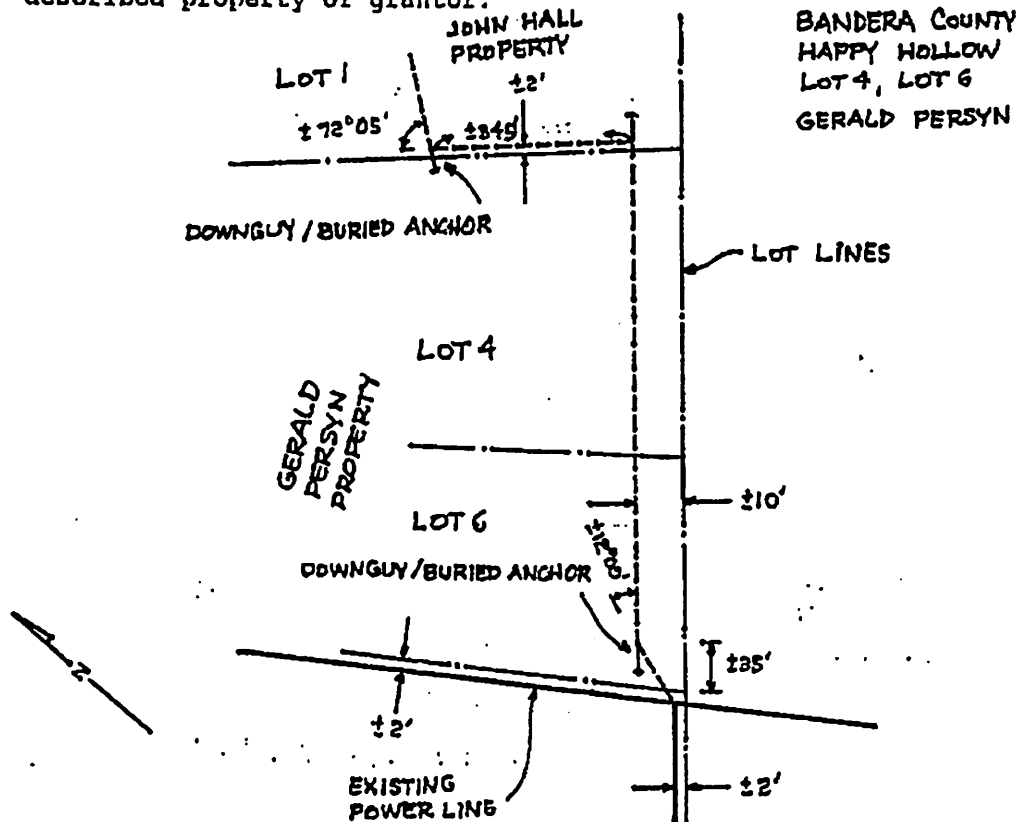
COVENANT OF ACCESS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BANDERA

That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor:



The right-of-way, easement, rights, and privileges herein granted shall be used for the purpose of providing electric service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmissions or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum.

Witness my hand and seal this 1st day of March, 1967.

Notary Public in and for the State of Texas

My Comm. Expires 12/31/68

Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of the utilities. The easement area and all improvements within it shall be maintained by the owner of the land except for those facilities for which an authority or the utility company is responsible.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives, to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS My HAND , this 24TH day of JANUARY, A.D., 1994

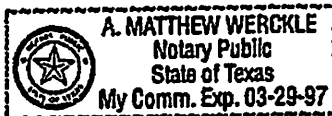
Gerald H. Persyn
GERALD H. PERSYN

THE STATE OF TEXAS

COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared GERALD H. PERSYN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24TH day of JANUARY 24TH, 1994.



A. Matthew Werckle
Notary Public in and for
County, Texas

88047

Filed for Record
at 9:30 o'clock A M

APR 18 1994

Bernice Bates
County Clerk, Bandera County, Texas

Janet Bates Deputy

Printed or Stamped Name of Notary

My Commission Expires:

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS
COUNTY OF BANDERA

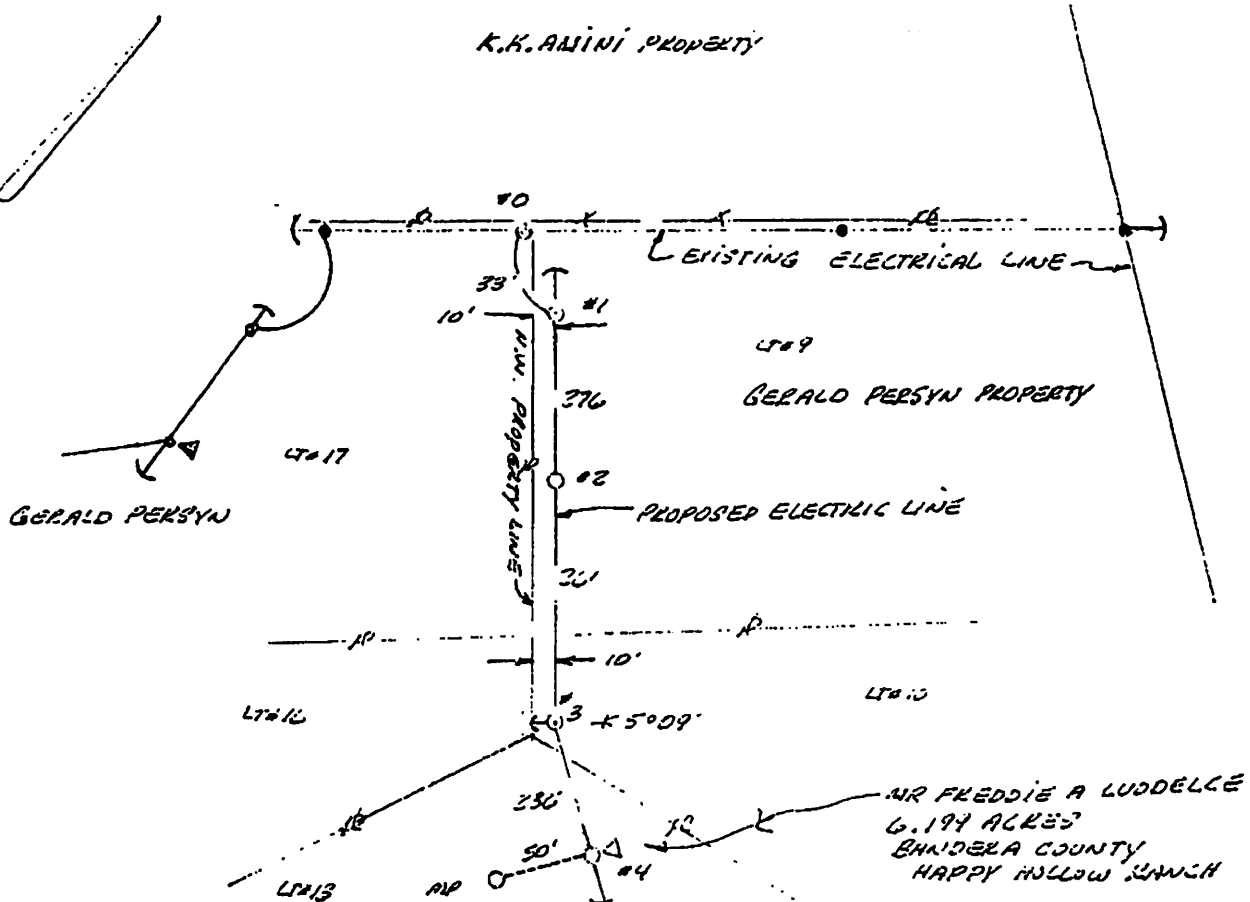
I hereby certify that this instrument was FILED in FILE Number Sequence or its date and at the time stamped hereon by me; and was duly RECORDED in the OFFICIAL PUBLIC Records of Bandera County, Texas on

APR 21 1994



Bernice Bates
County Clerk, Bandera County, Texas

That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor:



The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmissions or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum...

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS my HAND , this 13th day of April, A.D., 1998.

Gerald M. Forsyn

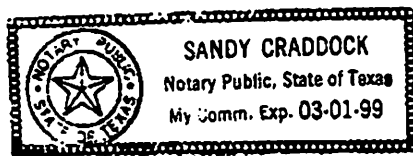
THE STATE OF TEXAS

COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared Gerald M. Forsyn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of April, 1998.

Sandy Craddock
Notary Public in and for BANDERA
County, Texas



SANDY CRADDOCK
Printed or Stamped Name of Notary
My Commission Expires: 3-1-99

109200

Filed for Record
at 2:52 o'clock A.M.

JUL 20 1998

By giving on these dates certain the same, copies of use of the described real property because of debt or title is written and unalterable under Federal U.S. STATE OF TEXAS
COUNTY OF BANDERA
I hereby certify that this instrument was FILED in FILE Number Sequence on and at the time stamped herein by me, and was fully RECORDED in the OFFICIAL PUBLIC RECORDS of Bandera County, Texas on

JUL 20 1998

Bernice Bates
County Clerk, Bandera County, Texas
By Debi Finley Deputy



Bernice Bates
County Clerk, Bandera County, Texas