

HERITAGE OAKS SUBDIVISION RESTRICTIONS

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

That RALPH MOSS is the owner of all that certain real property in Blanco County, Texas, and described as HERITAGE OAKS SUBDIVISION a subdivision in Johnson City, Blanco County, Texas, the plat of which appears of record in Volume I, Page 137, of the Plat Records of Blanco County, Texas, and Amended Plat, recorded in Volume 1, Page 145-146, Plat Records of Blanco County, Texas.

1. LOT USAGE

Lots 1, 2 and 33 shall be unrestricted reserve to be used as designated by owners.

Lots 3 through 32 and 34, 35, and 36 shall be used exclusively for single family private residential purposes.

2. TRACT AREA

No lots may subdivided unless written approval is given by the owner, his assigns or designees.

3. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee shall be appointed, from time to time, by Owner, so long as Owner owns at least three (3) tracts within said real property; thereafter, a majority of the tract owners shall have the privilege of selecting the committee. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure, for all owners, harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

#### 4. STRUCTURES OR MOBILE HOMES

A. No permanent structure shall be erected on any tract, having a living area of less than 700 square feet (when measured to exterior walls) exclusive of attached garage or other similar appendages, (except Lots 1, 2, and 33). Any mobile homes, manufactured home or other prefabricated dwelling shall be placed on the property in accordance with Paragraph F herein.

B. No improvements shall be placed or altered on any tract until the building plans, specifications, plot plan and certified survey showing the location of such improvements on the tract have been approved in writing by the Architectural Control Committee as to quality, workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished ground elevation. In the event the Architectural Control Committee disapproves of such improvements, plans, specifications, plot plans and/or surveys, notice of such disapproval shall be made by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied, with the elements disapproved and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, plot plans, and surveys within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph.

C. No structure shall be used until the exterior thereof, is approved pursuant to sub-paragraph "B" above.

D. No dwelling shall be located closer than 25 feet from the roadway, 20 feet from the rear property line, and 5 feet from the adjacent property lines.

E. No trailer, tent, shack, garage, barn, storage shed, or other outbuilding or structure of a temporary character shall at any time be placed or left on a tract except during construction of a permanent structure. A trailer may be used on a very temporary basis such as a weekend or vacation outing of no more than two (2) weeks duration.

F. Mobile homes, manufactured homes, modular homes or other prefabricated dwellings shall be allowed only on Tracts Three (3) through Thirty-two (32), Thirty-four (34), Thirty-five (35) and Thirty-six (36). The placement of a structure on a Lot pursuant to this paragraph shall be governed by the following restrictions:

a. All mobile homes or similar structures shall be placed in the subdivision in accordance with an Ordinance of the City of Johnson City, Texas, effective August 7, 1984.

b. All structures shall be tied down in accordance with the safety standards promulgated by the National Manufactured Housing Association and skirted with a material similar to the exterior of the structure to be moved into the subdivision. Said skirting shall also be color coordinated with the structure. Rock or masonry skirting are encouraged.

c. All mobile homes or similar structures to be placed in the subdivision shall have peaked roofs.

d. No animals other than domestic pets shall be allowed and must be confined within the boundaries of the tract where located.

e. The cutting of trees on any tract, which tree has a diameter greater than 3" when measured 18" from the ground, is prohibited, unless approved by the Architectural Control Committee.

f. No private water wells shall be drilled on Tracts One (1)

through Thirty-six (36), except Tract Eight (8).

g. A carport or garage must be constructed on each of these tracts out of materials similar to the manufactured home.

If a similar material is not used, then wood, stone, or masonry shall be used. Said carport or garage must be constructed within nine (9) months of installation of mobile home.

h. Installation of mobile homes or similar structures shall be by bonded and licensed agents only.

i. No mobile home or similar structure shall be installed until the Architectural Control Committee has examined and approved the mobile home or similar structure or a picture thereof for compliance with these restrictions.

G. No structure with an exterior made of materials other than wood, glass, stone, rock, brick, or comparable form of masonry shall be allowed on any tract except as herein provided.

H. Unless herein expressly designated, with reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, shortage or material, labor disputes, or acts of God), any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

I. All construction of lot line fences shall meet the approval of the Architectural Control Committee. In order to reflect an estate atmosphere - lot line fences are discouraged.

## 5. SIGNS

No signs or advertising may be displayed on any tract, except for "For Sale" signs.

## 6. NUISANCES

No noxious, offensive or unlawful activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance.

## 7. GARBAGE AND TRASH DISPOSAL

No tract shall be used as a dumping ground. Equipment for the storage of waste materials shall be kept clean and sightly.

The incineration of garbage or trash on any tract in this subdivision is expressly prohibited.

8. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for livestock or poultry raised for the purpose of 4H and/or FFA exhibition, which must be kept under fence and which must not become objectionable to abutting landowners, and except for dogs, cats, or other household pets which may be kept so long as same do not become objectionable to abutting landowners, providing all such animals, livestock, poultry and/or household pets excepted herefrom shall not be kept, bred, or maintained for any commercial purpose. Pleasure horses and sheep or goats may be allowed at the discretion of the Architectural Control Committee at no more than one-half (1/2) animal unit per acre.

9. DRAINAGE STRUCTURES

Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater as determined by the Architectural Control Committee.

10. UNSIGHTLY STORAGE

If open carports are used, no unsightly storage shall be permitted herein that is visible from the street. No boats, trucks, or recreational vehicles shall be stored or kept for the purpose of repairs on any tract except in an enclosed garage or in facilities protected from the public's view or that of other residents.

11. OFF-ROAD PARKING

Both prior to and after the occupancy of a dwelling on any tract the owner shall provide appropriate space for off-the-road parking for his vehicle or vehicles. All residences shall have a driveway constructed out of crushed granite or asphalt. No inoperable vehicle shall remain parked longer than two (2) weeks.

12. UTILITY EASEMENTS

A ten (10) foot perpetual easement is reserved over, across and along all platted roadways for the purposes of installing,

repairing, and maintaining or conveying such easements to proper parties so that they may install utilities to all tracts in the subdivision. There is also herein dedicated an easement over and along all platted roadways in the subdivision for service vehicles including, but not limited to telephone, electrical, and other service vehicles.

13. FIREARMS

The discharge of firearms on any tract in this subdivision is strictly prohibited.

14. COVENANTS RUNNING WITH THE LAND

All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every tract, and shall be covenants running with the land. In order to prevent a breach or to enforce the observance or performance of same, Owner and any owner of any tract shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction, either prohibitive or mandatory.

15. PARTIAL INVALIDITY

Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect, in any way, the validity of all other covenants and restrictions - all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Architectural Control Committee or the Homeowner's Association, if said Architectural Committee has been dissolved as herein provided, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected. Any costs incurred by the Architectural Control Committee shall be reimbursed by violator upon demand.

16. DURATION OF RESTRICTIONS

A. Restrictions and covenants herein provided for and adopted shall remain in full force and effect until January 1, 2006.

B. At the end of the term provided in Paragraph 16-A above, and at the end of each ten (10) year extension herein provided, the restrictions and covenants herein provided for shall automatically be renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of tracts, and such instrument shall have been recorded in the office of the County Clerk.

Ralph Moss  
Ralph Moss

STATE OF TEXAS     §

COUNTY OF BLANCO     §

This instrument was acknowledged before me this 9th day of September, 1986,

By Ralph Moss.

Dean C. Myane  
Notary Public, State of Texas

Dean C. Myane

My commission expires: 7-22-88

FILED FOR RECORD SEPTEMBER 9, 1986 at 11:23 A.M.  
DOROTHY UECKER, CLERK, BLANCO COUNTY, TEXAS  
RECORDED SEPTEMBER 9, 1986 at 1:48 P.M.



It being stipulated, however, that Second Party shall be liable to First Party for all damages by reason of any injury or injuries to the growing crops or other property of First Party on or about said land, the liability for such damages and the amount of such damages, in the event of disagreement between First Party and Second Party, to be determined by a Board of Arbitration, consisting of three persons, one of whom shall be selected by First Party, and one of whom shall be selected by Second Party, and the two persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

TO HAVE AND TO HOLD the said easement and/ or right-of-way unto the said Second party, its successors and assigns, so long as the same shall be used or maintained for the purposes for which granted, but subject to the terms and provisions hereof.

(2) First Party grants to Second Party the right to lay, construct, maintain, operate, repair and remove additional pipe lines over said lands and right-of-way granted above, parallel and adjacent to such first pipe line, for the transportation of oil or other similar commodities, upon the payment by Second Party to First Party of the sum of -25- cents per lineal rod for each additional pipe line, such additional payment to be made to First Party or deposited to the credit of First Party in the ----- Bank at ----- Texas, at or before the commencement of the laying of any such additional lines. Such pipe lines shall be laid, so far as practicable, parallel with and adjacent to the first pipe line, and as near to it as practicable. All of such pipe lines shall be buried and kept buried so that the top of same shall be below plow depth, if the same are constructed through and over lands used for agricultural purposes.

(3) This agreement and all the terms and provisions hereof shall be binding upon all parties hereto, and/ or their heirs, administrators, successors or assigns. The acceptance hereof by Second Party shall be sufficient evidence of the agreement by Second Party with all of the terms and provisions hereof.

Witness our hands this, the 24 day of September A. D. 1928.

Mrs. Emma Bruckner.

State of Texas )  
County of Blanco ) Before me, the undersigned authority, on this day personally appeared Mrs. Emma Bruckner, a widow, 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 24 day of September A. D. 1928.

(Seal)

Tom Durham County Clerk

By Hy J. Weirich, Deputy.

FILED FOR RECORD NOVEMBER 5th A. D. 1928, at 10:00 A. M.  
TOM DURHAM COUNTY CLERK BLANCO COUNTY TEXAS  
RECORDED NOVEMBER 10th A. D. 1928, at 3:45 P. M.

State of Texas )  
County of Blanco )

No. 19

IN CONSIDERATION of the sum of One and No/100 Dollars, to the undersigned paid by UNITED PRODUCERS PIPE LINE COMPANY, and upon the payment or tender to the undersigned or to ----- credit in the ----- Bank at ----- Texas, of an additional sum of \$39.00 on or before July 31, 1930, the following contract and agreement shall become effective from the date of said last mentioned payment, to-wit:

THIS AGREEMENT made and entered into by and between the undersigned owners, hereinafter called First Party (whether one or more) and UNITED PRODUCERS PIPE LINE COMPANY, a Texas cor-

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poration, having its domicile at Fort Worth, Texas, hereinafter called Second Party, witnesseth:

(1) First Party, for and in consideration of the payment by Second Party of the sum of \$39.00 as hereinabove specified, and for the other and further considerations, conditions and reservations hereinafter mentioned, does hereby grant, sell and convey unto Second Party a right-of-way to lay, construct, maintain, operate, repair and remove a pipe line for the transportation of oil and other similar commodities, over through and upon the following tracts or parcels of land located in Blanco County, Texas, to-wit:

1st Tract: 57½ acres of land, more or less, lying and being situated in Blanco County, Texas, out of the Joseph Duel survey;

2nd Tract: 339.2 acres of land, more or less, lying and being situated in Blanco County, Texas, out of the Joseph Duel Survey 172; both tracts being the same land acquired and fully described in Deed of Record Book 35, Page 480 of the Conveyance Records of Blanco County, Texas.

Said right of way being -156- rods, more or less, in length, and located approximately as shown by Second Party's present survey.

Also the right to erect, construct, maintain, repair, operate and remove a line of poles and telegraph and/ or telephone lines along and upon said right-of-way. Also all reasonable right of ingress and egress at all reasonable times for the purpose of the use and enjoyment of the rights hereinbefore granted.

It being stipulated, however, that Second Party shall be liable to First Party for all damages by reason of any injury or injuries to the growing crops or other property of First Party on or about said land, the liability for such damages and the amount of such damages, in the event of disagreement between First Party and Second Party, to be determined by a Board of Arbitration, consisting of three persons, one of whom shall be selected by First Party, and one of whom shall be selected by Second Party, and the two persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

TO HAVE AND TO HOLD the said easement and/ or right-of-way unto the said Second Party, its successors and assigns, so long as the same shall be used or maintained for the purposes for which granted, but subject to the terms and provision hereof.

(2) First Party grants to Second Party the right to lay, construct, maintain, operate, repair and remove additional pipe lines over said lands and right-of-way granted above, parallel and adjacent to such first pipe line, for the transportation of oil or other similar commodities, upon the payment by Second Party to First Party of the sum of -25- cents per lineal rod for each additional pipe line, such additional payment to be made to First Party or deposited to the credit of First Party in the ----- Bank at ----- Texas, at or before the commencement of the laying of any such additional lines. Such pipe lines shall be laid, so far as practicable, parallel with and adjacent to the first pipe line, and as near to it as practicable. All of such pipe lines shall be buried and kept buried so that the top of same shall be below plow depth, if the same are constructed through and over lands used for agricultural purposes.

(3) This agreement and all the terms and provisions hereof shall be binding upon all Parties hereto, and/ or their heirs, administrators, successors or assigns. The acceptance hereof by Second Party shall be sufficient evidence of the agreement by Second Party with all of the terms and provisions hereof.

Witness our hands this, the 26th day of September A. D. 1928.

Henry Weirich.

No. 19

paid by  
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State of Texas }  
 County of Blanco } Before me, the undersigned authority, on this day personally appeared Henry Weirich, 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 26th day of September A. D. 1928,

Minnie Meckel

(Seal)

Notary Public in and for Blanco County, Texas

FILED FOR RECORD NOVEMBER 5th A. D. 1928, at 10:00 A. M.

TOM DURHAM COUNTY CLERK BLANCO COUNTY TEXAS

RECORDED NOVEMBER 10th A. D. 1928, at 4:20 P. M.

STATE OF TEXAS }  
 COUNTY OF BLANCO }

No. 22

IN CONSIDERATION of the sum of One and No/100 Dollars, to the undersigned paid by UNITED PRODUCERS PIPE LINE COMPANY, and upon the payment or tender to the undersigned or to his credit in the Johnson City Stat Bank Bank at Johnson City, Texas, of an additional sum of \$51.25 on or before July 31, 1930, the following contract and agreement shall become effective from the date of said last mentioned payment, to-wit:

THIS AGREEMENT made and entered into by and between the undersigned owners, hereinafter called First Party (whether one or more) and UNITED PRODUCERS PIPE LINE COMPANY, a Texas corporation, having its domicile at Fort Worth, Texas, hereinafter called Second Party, witnesseth:

(1) First Party, for and in consideration of the payment by Second Party of the sum of \$51.25 as hereinbefore specified, and for the other and further considerations, conditions and reservations hereinafter mentioned, does hereby grant, sell and convey unto Second Party a right-of-way to lay, construct, maintain, operate, repair and remove a pipe line for the transportation of oil and other similar commodities, over through and upon the following tracts or parcels of land located in Blanco County, Texas, to-wit:

Being 681.8 acres out of Chas. Gardner Sur 4, Beginning at SE cor of orig. Sur; Th. N. 1079 vrs. with S line orig Sur to st md Th. N 28 1/2 W 1409 vrs. Th. N. 23 E 1584 vrs. to N line of orig Sur. Th. E 1132 vrs to NE cor orig Sur Th S 2695 vrs with E line of orig Sur to beginning, being the same land acquired and fully described in Deed of Record Book 27, Page 169 of the Conveyance Records of Blanco County, Texas.

Said right of way being -205- rods, more or less, in length, and located approximately as shown by Second Party's present survey.

Also the right to erect, construct, maintain, repair, operate and remove a line of poles and telegraph and/ or telephone lines along and upon said right-of-way. Also all reasonable right of ingress and egress at all reasonable times for the purpose of the use and enjoyment of the rights hereinbefore granted.

It being stipulated, however, that Second Party shall be liable to First Party for all damages by reason of any injury or injuries to the growing crops or other property of First Party on or about said land, the liability for such damages and the amount of such damages, in the event of disagreement between First Party and Second Party, to be determined by a Board of Arbitration, consisting of three persons, one of whom shall be selected by First Party, and one of whom shall be selected by Second Party, and the two persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

TO HAVE AND TO HOLD the said easement and/ or right-of-way unto the said Second Party,

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Distribution Line, (Project No. 1167), as now surveyed and located across the land of Mrs. Annie Blum in the E. Nelson Survey, Abstract No. 5, and the J. Duell Survey, Abstract No. 172, Blanco County, Texas.

BEGINNING at a present T. P. & L. Co. distribution pole as now located on the land of Mrs. Annie Blum at Survey Station 0 plus 00. Said distribution pole being located 10.5 feet, more or less, southwest of the southwest right of way line of old State Highway No. 66;

THENCE in a southeasterly direction for a distance of 753 feet, more or less, to a T. P. & L. Co. angle pole located at Survey Station 7 plus 53.

THENCE in a southeasterly direction for a distance of 2047 feet, more or less, to a T. P. & L. Co. angle pole and its attached guy located at Survey Station 28 plus 00.

THENCE in a southeasterly direction for a distance of 908 feet, more or less, to a T. P. & L. Co. angle pole and its attached guy, located at Survey Station 37 plus 08.

THENCE in a southeasterly direction for a distance of 1598 feet, more or less, to survey station 53 plus 06. Same being a point in the Southwest right of way line of State Highway No. 66. Said Southwest right of way line of Highway No. 66 being also an East property line on the land of Mrs. Annie Blum.

#### Aerial Right of Way

Not more than 18 Poles, 0 stubs, and 2 guys, shall be erected along the course of said line. 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 wires on, maintaining and removing said lines and appurtenances; the right to relocate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land 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 Company, its successors and assigns, until said line shall be abandoned.

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 Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this 27th day of May 1938.

Sealed and delivered in the presence of:  
A. M. Stephens

Mrs. Annie Blum

THE STATE OF TEXAS, )

County of Gillespie ) Before me, the undersigned authority in and for Gillespie County, Texas, on this day personally appeared Annie Blum, a widow 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 this 27th day of May A.D. 1938.

Arthur Stehling

(Seal)

Notary Public Gillespie County, Texas.

FILED FOR RECORD JUNE 1, A.D. 1938 at 1 P.M.  
T.E. PATTON, COUNTY CLERK BLANCO COUNTY, TEXAS  
RECORDED JUNE 2, A.D. 1938 at 9:40 A.M.

ER 6 A - PN # 27

Blanco City Distribution

THE STATE OF TEXAS )

Project No. \_\_\_\_\_

County of Blanco ) KNOW ALL MEN BY THESE PRESENTS: That I (we), Henry Zimmerman and wife Blanch Burson Zimmerman, of BLANCO County, Texas, for and in consideration of the advantages which will accrue to (us) by the construction of an electric transmission and/or distribution line, known as Project No. ER 6A, Pre.28, adjacent to the property hereinafter described,

hereby grant permission to the Texas Power and Light Company to locate, establish and maintain, on its

All that certain lot, plot, tract, county, Texas, out of the H. Eggleston (

Such anchorages and guys as are needed for an electric transmission and/or distribution line, said guys and/or anchorages Texas Power and Light Company at its Survey Station 37 plus 08 and/or guys to be located in a west Texas Power and Light Company's guy and

The easement hereby granted shall be in and to the use of the said Texas Power and Light Company.

A. M. Stephens

THE STATE OF TEXAS, )

Blanco County. ) BEFORE ME, Joe Bu

on this day personally appeared Henry Zimmerman and wife Blanch Burson Zimmerman, who declared that she had willingly sign

purpose and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE

(Seal)

THE STATE OF TEXAS, )

Blanco County. ) Before me, Joe Bu

on this day personally appeared Blanche Burson Zimmerman, who declared that she had willingly sign

expressed, and that she did not wish to be bound by the same.

Given under my hand and seal of office

(Seal)

FILED FOR RECORD JUNE 1, A.D. 1938 at 1 P.M.  
T.E. PATTON, COUNTY CLERK BLANCO COUNTY, TEXAS  
RECORDED IN DEED RECORDS OF BLANCO COUNTY

THE STATE OF TEXAS, )

COUNTY OF ATASCOSA. ) Before me, the undersigned authority in and for Atascosa County, Texas, on this day personally appeared

Elijah Marshall, known to me to be a credible witness, upon his oath did depose and say that he is a son of William Marshall who was

of land was granted by the Republic of Texas in the year, A.D. 1856, as he is

affiant, died prior to June 23, A.D. 1882.

Witness: A son named John, a son named William Hearn, a daughter named Sarah, who married

who married Wm. Pearson; that said Elizabeth Hearn, living her said Thomas Hearn; and that she is a

prior to June 23, A.D. 1882.

County of

Blanco

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned

Ralph Moss

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Blanco, State of Texas, and more particularly described as follows:

A tract of land located approximately \_\_\_\_\_ miles SW from the town of Johnson City (Show direction above) and recorded in Volume \_\_\_\_\_ Page 145-146 of the BLANCO County Plat

Records and to be known as the HERITAGE OAKS Subdivision; and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands and electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative 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, rebuilding, relocating, replacing and removing said lines and appurtenances

In the event any of the separate tracts within the above described subdivided area are in the process of being sold or have been sold prior to the granting of this easement, the Grantor does hereby agree to and will assume any and all liability and will protect Pedernales Electric Cooperative, Inc. from any damage claims resulting from the location of electric facilities installed by Pedernales Electric Cooperative, Inc., including the removal of plants and trees during the construction of electric facilities.

The undersigned covenants that he is authorized to execute this easement for the HERITAGE OAKS subdivision.

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 18 day of September, 1986.

Ralph Moss L.S.  
RALPH MOSS L.S.

THE STATE OF TEXAS

County of

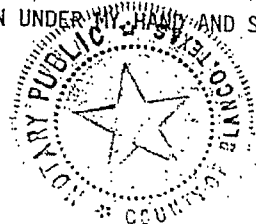
BlancoBEFORE ME, Mona Suetemeyer

Blanco County, Texas, on this day personally appeared Ralph Moss

known to me to be the person whose name is/are 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 18 day of Sept A.D. 1986

F-22



Mona Suetemeyer  
Notary Public Blanco County Texas.

My Commission Expires 12-30-87  
989

FILED FOR RECORD OCTOBER 8, 1986 at 2:26 P.M.

DOROTHY UECKER, CLERK, BLANCO COUNTY, TEXAS

RECORDED OCTOBER 15, 1986 at 9:35 A.M.

56-37-81-A-7