

69 CREEK RETREAT, L.L.C.TOTHE PUBLICDEDICATION DEED

THE STATE OF TEXAS

COUNTY OF GILLESPIE

}
}
}

KNOW ALL MEN BY THESE PRESENTS:

THAT, 69 CREEK RETREAT, L.L.C., being the sole owner of the following described tract of land, to-wit:

BEING Tracts 1A-R, 1B-R, 1C-R, 2A-R, 2B-R and 2C-R, Resubdivision of Tracts 1 and 2, Fritz Subdivision situated in Gillespie County, Texas,

as shown by the Map or Plat thereof found of record in Volume 4, Page 80, of the Plat Records of Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to Gillespie County, Texas and the public utilities providers for the installation and maintenance of any and all public utilities which said County or the public utilities providers may elect to install and maintain, or permit to be installed and maintained only along the easements shown on said plat and only for utilities for tracts in this subdivision, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner does hereby adopt the following restrictions, protective covenants and conditions which are to run with all of the land contained in Tracts 1A-R, 1B-R, 1C-R, 2A-R, 2B-R and 2C-R, a resubdivision of Tracts 1 and 2, Fritz Subdivision, according to the plat of record in Volume 4, Page 80, Plat Records of Gillespie County, Texas, and shall be binding upon and inure to the benefit of all parties and all persons

claiming under them until June 1, 2028, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the tracts in said new subdivision (the owners of each tract to have one vote whether or not the tracts are owned by more than one person) shall execute an instrument waiving or amending the restrictions, protective covenants or conditions prior to thirty (30) days before June 1, 2028, or to the expiration of any of the successive ten (10) year periods. No amendment shall be effective until recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained, viz:

1. All tracts and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.
2. No dwelling house shall be constructed upon any lot in this subdivision, which contains less than 1500 square feet of living area, exclusive of garages, carports and porches, for one story residences, and 2,000 square feet of living area, exclusive of garages, carports and porches, for two story residences of which at least 1,500 square feet are in the first floor, and all dwelling houses shall have masonry construction, log construction, or brick, rock, stucco veneer or hardy board covering not less than 100% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.
3. Only new construction materials (except for used brick, stone or log for log house) shall be used in construction of any structure situated on a tract.
4. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing and no permanent outdoor privies shall be permitted.
5. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments, servant's quarters or

mother-in-law buildings are permitted provided materials must be the same as is permitted for the principal building and provided further there shall be no more than one such building in addition to the principal building on any tract.

6. No dwelling house or other structures, except log homes, shall be moved upon the premises from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.
7. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.
8. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development.
10. No inoperative or abandoned vehicles shall remain parked on the premises, in streets or in alleys, for longer than thirty (30) days.
11. All boats, boat trailers, stock trailers, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the lot owner, and shall not be parked on any street or alley. 18 wheelers and tractor trailer trucks are not permitted on any tract and may not be parked on any street or alley.
12. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.
13. No residence shall be occupied until construction of the interior and exterior of the residence is completed.
14. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass

and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.

15. Property owners shall not dump any litter, any household garbage, refuse or dead animals onto any tract of subdivision nor shall any garbage or refuse be buried on any tract of this subdivision.
16. All construction or remodeling on a residence and garage shall be completed within twelve (12) months of the day such construction begins.
17. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.
18. The covenants and conditions set forth above shall be covenants running with the title of any tract or division of any tract.
19. Improvements may not be occupied until connected to approved septic/waste water treatment system.
20. There shall be no modular homes or prefab homes moved onto any tract.
21. No recreation vehicles may be used as permanent residence upon any tract. Such vehicles must be stored in at least 3 sided covered building with open side not visible to other tracts and may not be stored until after main residence is complete.
22. No construction shall be placed nearer the boundary lines as follows:

30 feet from any public roads;
50 feet from any boundary lines that join other tracts in this subdivision; and
10 feet from any boundary lines that do not join other tracts in this subdivision or public road which serves as a boundary line for a particular tract.
23. There shall be no commercial use of any tract in this subdivision, except for bed and breakfast use, agricultural use that does not market livestock on a commercial non-personal basis, except livestock for 4-H and FFA projects are permitted on any tracts.
24. The grantor or his assigns shall have the right to run livestock on the entire property, unless a tract owner fences his tract with a livestock proof fence.

25. All perimeter fences must be of new material. No cyclone or metal privacy fences are allowed, however, wood privacy fences are permitted.
26. There shall be no mineral exploration which will damage surface.
27. Any of the Tract Owners of the Subdivision shown on Volume 4, Page 80, shall have the right to enforce, at law or in equity, all restrictions, conditions, and reservations now or thereafter improved by these restrictive covenants.
28. Any of the Tract Owners of Tracts 1A-R, 1B-R, 1C-R, and 2A-R shall have the right to enforce the assessment for road maintenance and the lien for such assessment.

Road Easement

69 Creek Retreat, LLC has DEDICATED, GRANTED and CONVEYED and by these presents does, DEDICATE, GRANT and CONVEY unto the owners of Tracts 1A-R, 1B-R, 1C-R and 2A-R of the Resubdivision of Tracts 1 and 2, Fritz Subdivision as shown on the Map or Plat found of record in Volume 4, Page 80 of the Plat Records of Gillespie County, Texas, their heirs, successors and assigns, the free and uninterrupted use, liberty, privilege and easement of passing along that certain way described by metes and bounds in attached Exhibit "A", together with the free ingress, egress, regress to and for the said owners of said Tracts 1A-R, 1B-R, 1C-R and 2A-R, their heirs, successors and assigns and their tenants by foot, with carts, wagons, carriages, automobiles and other vehicles, horses, mules or livestock by said four Tract Owners or their heirs, successors and assigns shall be necessary or convenient at all times and seasons forever, in, along, upon and out of said way, in common with all of said four Tract Owners, their heirs, successors and assigns, and tenants. None of the said four Tract Owners, their heirs, successors or assigns shall have the right to place

fences, gates or other obstructions on or across said way, however, the said four Tract Owners, their heirs, successors and assigns shall have the right to place cattleguards across said way at their property boundary line so long as said cattleguard has a width of at least fourteen (14) feet. To have and to hold all and singular the rights and privileges aforesaid to the said four Tract Owners, their heirs, successors, and assigns to their proper use and behoof, in common with each of the owners of said four Tract Owners, their heirs, successors and assigns, and their tenants.

This subdivision and all lots are further subject to all subdivision plat notes, restrictions, easements, and set back lines.

Agreement for Easement Road Maintenance.

To insure that the easement road described by metes and bounds in the attached Exhibit "A" will be maintained in a reasonable manner, the owners of Tracts 1A-R, 1B-R, 1C-R and 2A-R, Resubdivision of Tracts 1 and 2, Fritz Subdivision (hereafter called "Tract Owners" in this assessment and easement section), as shown on the Map or Plat found of record in Volume 4, Page 80, of the Plat Records of Gillespie County, Texas, agree there will be an assessment for the maintenance of said easement in a percentage amount for each of said tracts as follows: Tract 1A-R - 20%, Tract 1B-R - 20%, Tract 1C-R - 35%, and Tract 2A-R - 25%. The amount of the assessment will be established at the annual meeting of the Tract Owners with each owner having one vote for each tract. (As a way of example, if one

owner is the owner of two tracts as set forth ion the above described plat, then such owner shall have two votes.)

The annual meeting shall be held on the 3rd Monday of January of each year, being January, 2009, or such other time as a majority of the Tract Owners may agree in writing. The place of the meeting shall be at a place designated by a majority of the Tract Owners. At such meeting, the Tract Owners shall determine a budget for the ensuing year with each Tract Owner assessed the percentage of said amount as set forth above.

The Tract Owners who are involved in this Easement and Assessment section may amend the assessment and lien provisions above set forth by unanimous agreement of all Tract Owners at either the annual meeting or at a special called meeting which must be called by at least two of the Tract Owners.

Such assessment shall be and is hereby secured by a lien on each Tract respectively in favor of the Tract Owners who have paid the annual assessment, and shall be payable to the individuals selected at such meeting to receive such payments within 30 days of the meeting when such assessment amount is determined. The lien for the assessment provided for herein shall be subordinate to the liens of any valid mortgages or deed of trust. Sale or transfer of any tract shall not affect the assessment lien. No sale or transfer shall release such Tract from liability and liens for any assessments thereafter becoming due.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

WITNESS our hands this the 16th day of May, 2008.

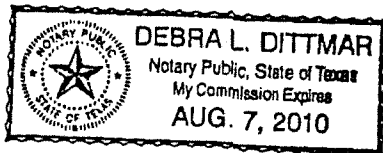
69 CREEK RETREAT, L.L.C.

BY: *Derek David Spence*
DEREK DAVID SPENCE, Manager

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on this the 16th day of May, 2008, by Derek David Spence, Manager of 69 Creek Retreat, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



Debra L. Dittmar
Notary Public, State of Texas

SULTEMEIER SURVEYING

805 North Llano Fredericksburg, TX

**CENTERLINE OF A 40 FOOT WIDE STRIP/PROPOSED ACCESS EASEMENT
GILLESPIE COUNTY, TEXAS**

**FN-08-4564ACCESS
ROAD LOCATED APRIL 18, 2008**

A DESCRIPTION OF THE CENTERLINE OF A 40 FOOT WIDE STRIP/PROPOSED ACCESS EASEMENT ON TRACTS 1A-R, 1B-R, 1C-R AND 2A-R, RESUBDIVISION OF TRACTS 1 AND 2, FRITZ SUBDIVISION RECORDED IN VOLUME 4, PAGE 80, PLAT RECORDS, GILLESPIE COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING In the north line of the said Tract 1A-R, being in the south R.O.W. line of Upper Live Oak Road, for the most northerly point hereof, from which point a ½" iron rod found in the north line of the said Tract 1A-R bears N 89°58'31" W, a distance of 16.18 feet, being the southeast corner of that certain 12.86 acre (deed/called acreage) tract as conveyed to Danny D. Sledge and wife, Mary Beth Sledge by Warranty Deed with Vendor's Lien recorded in Volume 219, Page 258, Real Property Records, Gillespie County, Texas;

THENCE with the centerline of the said 40 foot wide strip/proposed access easement the following eighteen (18) courses:

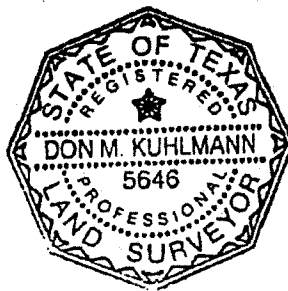
1. S 05°03'06" E, a distance of 27.93 feet;
2. S 12°26'27" E, a distance of 287.92 feet;
3. S 27°59'42" E, a distance of 137.58 feet;
4. S 15°52'14" E, a distance of 37.39 feet;
5. S 00°41'42" W, a distance of 205.26 feet;
6. S 01°32'17" E, a distance of 160.40 feet;
7. S 11°59'48" W, a distance of 71.33 feet;
8. S 34°43'22" W, a distance of 90.56 feet;
9. S 47°27'38" W, a distance of 69.15 feet;
10. S 85°45'19" W, a distance of 131.01 feet;
11. S 84°03'46" W, a distance of 141.27 feet;
12. N 81°30'43" W, a distance of 140.44 feet;
13. S 89°25'28" W, a distance of 317.62 feet;
14. N 74°41'20" W, a distance of 104.44 feet;
15. N 84°59'39" W, a distance of 117.72 feet;
16. S 67°10'45" W, a distance of 84.54 feet;

17. S 88°15'31" W, a distance of 223.78 feet;

18. S 89°31'29" W, a distance of 587.07 feet to the POINT OF TERMINATION hereof, from whence the southwest corner of the said Tract 1A-R bears S 77°54'20" W, a distance of 104.35 feet.

I, Don M. Kuhlmann, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING
805 North Llano
Fredericksburg, Texas 78624
(830) 990-1221



Don M. Kuhlmann
Don M. Kuhlmann
Registered Professional Land
Surveyor
No. 5646 - State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

May 22, 2008 11:03:47 AM

FEE: \$51.00

20083005

KC

DH



RESTRICTIVE COVENANTS AND
PARTIAL RELEASE OF EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

WHEREAS, under date of August 29, 1949, Bruno K.E. Fritz et ux, executed in favor of **Lone Star Gas Company**, that certain Right of Way and Easement Agreement covering 70 acres of land, more or less, out of the Barbara Adame Survey No. 123, Gillespie County, Texas, recorded in Volume 66, Page 86, Deed Records, said County and State; reference to which recorded instrument is hereby had and made for any and all purposes in connection herewith; and

WHEREAS, the corporate name of **Lone Star Gas Company** has been changed to **ENSERCH Corporation** and the corporate name of **ENSERCH Corporation** has been changed to **TXU Gas Company**; and

WHEREAS, **TXU Gas Company** has merged into **Atmos Energy Corporation**, a Texas corporation, with offices located at 5420 LBJ Frwy, Suite 1800, Dallas, Texas 75240 (hereinafter "Atmos"); and

WHEREAS, Atmos has been requested to release the above mentioned Right of Way and Easement Agreement, insofar and only insofar as same might cover and include all of that certain 8.19 acre tract of land known as Tract 2C-R, a Resubdivision of Tracts 1&2, Fritz Subdivision, Fredericksburg, recorded in Vol. 4, Pg. 80, Plat Records, said County & State, said Tracts 1&2 further described in deed to 69 Creek Retreat, LLC, recorded in Instrument No. 20076113, Deed Records, said County and State, SAVE AND EXCEPT a 50' wide strip of land, together with the right of ingress to and egress from said strip of land, as hereinafter set out;

WHEREAS, Atmos is willing to release that portion of the foregoing easement that it deems unnecessary for its purposes, but in order to protect the narrower easement, as herein defined, Atmos requires that covenants be adopted which restrict the uses that may be made of the easement area to uses which are compatible with the reasonably anticipated needs of Atmos; and,

WHEREAS, the Landowner is agreeable to the terms and conditions under which Atmos is willing to execute a partial release of the foregoing easement, and joins in execution of the restrictive covenants herein set out.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) & other good & valuable consideration, cash in hand paid by Derek Spence, located at 217

Sunday Circle, Fredericksburg, TX 78624, Atmos does hereby release, relinquish and surrender from under the terms of the Right of Way and Easement Agreement the above referenced 8.19 acre tract of land, SAVE AND EXCEPT:

1. A strip of land fifty feet (50') in width, upon which is located an 8-inch pipeline owned by Atmos, known as Line N; the said 50 foot strip being described by metes and bounds and as shown on the Plat and filed notes attached hereto as Exhibit "A", and incorporated herein by reference for all purposes.
2. The right of ingress to and egress from said strip of land on, over and across all of the premises described in said Right of Way and Easement Agreement, for the purposes granted therein.

It is expressly understood and agreed that this partial release is limited to the premises specifically released herein, but as to the remainder of the land and premises covered by the said Right of Way and Easement Agreement and the land and rights reserved herein, same shall remain in full force and effect, in the same manner as though this partial release had not been executed.

For and in consideration of the premises hereinabove stated, Atmos and Landowner hereto agree and stipulate that the easement area herein reserved shall be free and unobstructed, and is and shall be subject to the following restrictive covenants, which shall run with the land so long as the easement exists:

No tree, shrub, structure or obstruction, including utilities and parking lots, shall be placed, planted or built in the easement.

No fence shall be built on, over or along the pipeline or parallel to the pipeline within the easement. Fences of wood or wire may cross the pipeline at approximately 90° angles.

Any proposed crossing of the pipeline by utilities or driveways shall meet Atmos crossing standards.

No road shall be built on, over or along the pipeline except to cross the pipeline at approximate 90° angles, and none of the easement shall be dedicated as a public utility easement, road or alley, other than that portion of the easement crossed at an approximate 90° angle and any such crossing shall meet Atmos crossing standards.

No dirt shall be removed from the surface of the easement, no water impounded over the pipeline, and the grade of the surface shall not be changed on the easement.

No septic tanks, or drain or lateral lines from such a tank shall be installed within the easement.

Atmos, its successors and assigns shall have the right to prevent construction or placement of any structure or obstruction, including trees and shrubbery, within the easement, and to remove or require to be removed said obstruction placed or constructed within the easement, if said obstruction has been so placed without the written consent of Atmos.

Landowner shall not subdivide the property using the pipeline as the dividing line. Any subdivision lines crossing the pipeline shall cross at not less than a 60° angle.

Landowner shall not dig, excavate or drill within the easement without first notifying Atmos to permit the location and protection of the pipeline by Company personnel.

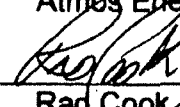
Atmos by the foregoing restrictive covenants shall not be understood to have dedicated or subordinated its easement to public right of way where its pipeline might be crossed by public road or alley in the future.

Landowner agrees to include the foregoing restrictive covenants in any subdivision dedication in the event any portion of the redefined easement is included within a platted subdivision in the future, and to furnish a certified copy to Atmos.

There shall be no exceptions to the above requirements without the prior written consent of Atmos.

WITNESS THE EXECUTION HEREOF this the 7th day of October, A.D., 2009.

Return Instrument to:
Atmos Energy Corp.
Attn: Gayna Lewis, Lincoln Centre II
5420 LBJ Frwy, Suite 1700
Dallas, TX. 75240

Atmos Energy Corporation
By: 
Rad Cook
Vice President

LANDOWNER: 69 Creek Retreat, LLC
a Texas limited liability company

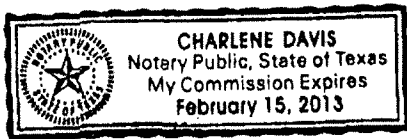
By: 

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Rad Cook, Vice President of Atmos Energy Corporation**, a Texas 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, this the 7th day of October, A.D., 2009.



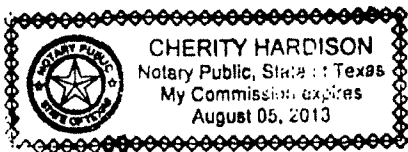
Charlene Davis
Notary Public in and for the State of Texas
My Commission Expires: February 15, 2013
Print Name: Charlene Davis

STATE OF TEXAS §

COUNTY OF Gillespie §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Derek Spence, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 11th day of September, A.D., 2009.



Cherity Hardison
Notary Public in and for the State of Texas
My Commission Expires: 8-5-13
Print Name: Cherity Hardison

Print Name: _____

The undersigned is the beneficial owner of lien on the property described in the foregoing Restrictive Covenants and Partial Release. This is to acknowledge and consent to the Restrictive Covenants and to subordinate the lien owned by the undersigned affecting the property described above to the easement of Atmos Energy Corporation as above defined.

ATTEST:

(NAME OF LENDER)

Mark Keator
/Corporate Secretary
Mark Keator, Vice President

By: Randy Jordan
Its: Executive Vice President

STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day, personally appeared RANDY JORDAN, EXEC.VICE PRES, 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 considerations 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 14th day of September, A. D., 2009.



Evelyn Alexander
Notary Public in and for the State of Texas
My Commission Expires: 6/24/2011
Print Name: Evelyn Alexander

EXHIBIT A

SULTEMEIER SURVEYING

805 North Llano Fredericksburg, TX

PROPOSED 50 FOOT WIDE GAS PIPELINE EASEMENT FOR ATMOS ENERGY
GILLESPIE COUNTY, TEXAS

FN-08-4864
AUGUST 13, 2009

A DESCRIPTION OF A PROPOSED 50 FOOT WIDE GAS PIPELINE EASEMENT OUT OF TRACT 2C-R, RESUBDIVISION OF TRACTS 1 AND 2, FRITZ SUBDIVISION AS RECORDED IN VOLUME 4, PAGE 80, PLAT RECORDS, GILLESPIE COUNTY, TEXAS; SAID PROPOSED 50 FOOT WIDE GAS PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in a north line of the said Tract 2C-R, being in the south line of Tract 2B-R, Resubdivision of Tracts 1 and 2, Fritz Subdivision for the northeast corner hereof, from which a 3/8" iron rod found bears N 90°00'00" E, a distance of 48.83 feet, being an inside corner of the said Tract 2C-R and the southeast corner of the said Tract 2B-R;

THENCE over and across the said Tract 2C-R, S 18°04'37" W, a distance of 234.59 feet to the south line of the said Tract 2C-R, for the southeast corner hereof;

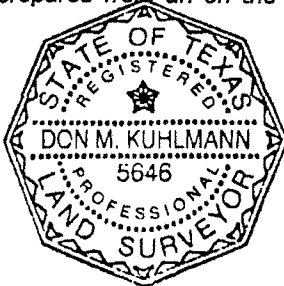
THENCE S 89°38'23" W, a distance of 52.71 feet, for the southwest corner hereof, from which a 3/8" iron rod found bears S 89°38'23" W, a distance of 369.51 feet, being the southwest corner of the said Tract 2C-R and the southeast corner of Tract 2A-R, Resubdivision of Tracts 1 and 2, Fritz Subdivision;

THENCE over and across the said Tract 2C-R, N 18°04'37" E, a distance of 234.94 feet to a north line of the said Tract 2C-R, being the south line of the said Tract 2B-R, for the northwest corner hereof;

THENCE N 89°10'05" E, a distance of 52.60 feet to the **POINT OF BEGINNING**, containing 0.27 of an acre of land, more or less..

I, Don M. Kuhlmann, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING
805 North Llano
Fredericksburg, Texas 78624
(830) 990-1221



Don M. Kuhlmann
Don M. Kuhlmann
Registered Professional Land
Surveyor
No. 5646 - State of Texas

EXHIBIT A

DRAWN BY:	d.m.k.	DATE:	8/09
CHECKED BY:	d.a.s.	DRAWING NO.:	S-09-4864
JOB NO.:	S-09-4864	SHEET	1 OF 1

Tract 2B-R
Vol. 4, Pg. 80
Plat Records

Tract 2A-R
Vol. 4, Pg. 80
Plat Records

Allen Family Trust
Vol. 283, Pg. 313

Tract 2C-R
8.19 Ac.

Approximate Centerline
of Live Oak Creek
10/11/07

(N 00°00'00" E 225.67')
N 00°00'00" E 225.67'

(N 90°00'00" E 543.83')
N 90°00'00" E 543.83'

P.O.B.

(N 16°50'40" E 640.50')
N 16°50'40" E 640.50'

3/8" Iron Rod
Found (typ.)

BARBARA ADAME
SUR. NO. 123,
ABS. NO. 4

(N 41°48'02" E 437.64')
N 41°48'02" E 437.64'

Tract 5
Vol. 2, Pg. 92
Plat Records

1/2" Iron Rod
Found (typ.)

S 89°38'23" W 656.51'
(S 89°38'23" W 656.51')

369.51'

Proposed 50'
Wide Gas
Pipeline Easement

52.71'

0.27 Ac.

S 18°04'37" W

N 18°04'37" E

234.59'

234.94'



SULTEMEIER SURVEYING & ENGINEERING

Boundary-Title-Topographic-Construction Surveys
Engineering - Land Development Services
805 North Llano Street
Fredericksburg, Texas 78624
(830) 990-1221 Fax (830) 990-1222
Copyright © 2009 All Rights Reserved
sultemeiersurveying.com

1" = 100'
() plat/record info.



SKETCH SHOWING A
PROPOSED GAS PIPELINE
EASEMENT FOR ATMOS
ENERGY ON TRACT 2C-R,
RESUBDIVISION OF
TRACTS 1 AND 2,
FRITZ SUBDIVISION,
RECORDED IN VOLUME 4,
PAGE 80,
PLAT RECORDS, GILLESPIE
COUNTY, TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

October 23, 2009 02:21:15 PM

FEE: \$39.00

20094846

KC

ANDREW FRITZ, ET AL

TO COUNTY OF GILLESPIE, TEXAS

AVIGATION EASEMENT

THE STATE OF TEXAS, ()

COUNTY OF GILLESPIE ()

WHEREAS, Andrew Fritz, Rose Marie Behrends, Charles Fritz, Darlene Burg, and Marlene Nebgen, whose address is 29217 IH 10 West, Boerne, Texas 78006, each owning, occupying and claiming other property as homestead, hereinafter referred to as Grantors, are the legal owners in fee of that certain parcel of land more particularly described as follows:

BEING 3.07 acres of land, situated in Gillespie County, Texas, and comprises part of Block XVIII as said Block is shown on the Map of Fredericksburg, Texas and Environs by the German Emigration Company and laid out on the Barbara Adame Survey No. 123, Abstract No. 4, and part of the R. Martin & J.F. Walker Survey No. 48, Abstract No. 504, and being part of that 114 acre tract of land, more or less, described in a conveyance to Andrew Fritz, et a, by Bruno K. E. Fritz, et ux, dated February 3, 1984, found of record in Volume 158, page 239-241 of the Deed Records of Gillespie County, Texas; said 3.07 acres of land being described by metes and bounds on Exhibit "A", attached hereto and made a part hereof by reference, and plat of said 3.07 acre tract on Exhibit "B", attached hereto and made a part hereof by reference.

NOW, THEREFORE, in consideration of the total sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell and convey unto the County of Gillespie, Texas, hereinafter referred to as Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the Gillespie County Airport, hereinafter referred to as Airport, for the unobstructed use and passage of all types of aircraft whether now in existence or hereafter manufactured and developed, to include but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air by whomsoever owned or operated, in and through the air space above Grantor's property above an imaginary plane rising and extending in a generally Northwest direction over Grantor's property, said imaginary plane running from approximately 1,721.4 feet Mean Sea level above Point X on

Exhibit B, at the rate of one (1) foot vertically for each twenty (20) feet horizontally to approximately 1,744.2 feet Mean Sea level above Point Y on Exhibit B, to an infinite height above said imaginary plane and above Grantor's property, as well as in the vicinity of Grantor's property, with such use and passage to be unlimited as to frequency, type of aircraft and proximity.

Said easement shall be appurtenant to and for the benefit of the Airport, including any additions thereto wherever located, hereafter made by Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms or corporations operating aircraft to or from the Airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of each easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantor's property such noise, vibrations, fumes, deposits or dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantor's property or in landing at or taking off from, or operating at or on said Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

The easement and right of way hereby granted includes the continuing right of Grantee to prevent the erection or growth upon Grantor's property, of any building, structure, tree, or other object extending into the air space above the aforesaid imaginary plane; and to remove from said air space, or at the sole option of Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress and egress over Grantor's remaining property for the above purpose.


TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto Grantee, its successors, and assigns, until said Airport shall be abandoned and shall cease to be used for public purposes.

For the consideration hereinabove set forth, the Grantors for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, Grantors will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's property, any building,


structure, tree or other object extending into the aforesaid prohibited air space, and that they, shall not hereafter use or permit or suffer the use of Grantors property in such a manner as to create electrical interference with radio communications between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantor's land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantors further waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

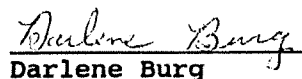
Grantors further understand and agree that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantors.

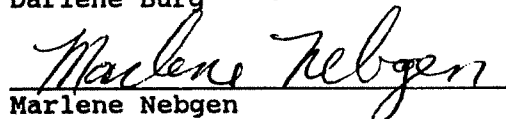
EXECUTED this 19TH day of June, 1992.


Andrew Fritz


Rose Marie Behrends


Charles Fritz

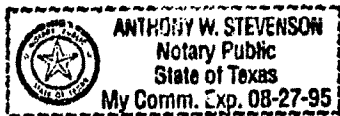

Darlene Burg


Marlene Nebgen

THE STATE OF TEXAS,)

COUNTY OF KENDALL.)

This instrument was acknowledged before me on this 25th
day of June, 1992, by ANDREW FRITZ.

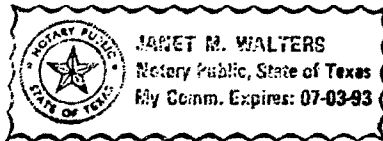


Anthony W. Stevenson
Notary Public
State of Texas

THE STATE OF TEXAS,)

COUNTY OF MIDLAND.)

This instrument was acknowledged before me on this 15
day of June, 1992, by ROSE MARIE BEHRENDIS.

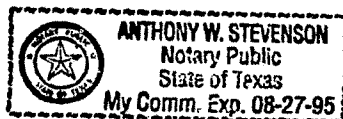


Janet M. Walters
Notary Public
State of Texas

THE STATE OF TEXAS,)

COUNTY OF KENDALL.)

This instrument was acknowledged before me on this 19th
day of June, 1992, by CHARLES FRITZ.

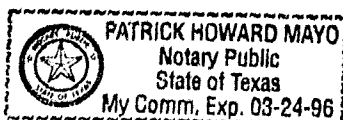


Anthony W. Stevenson
Notary Public
State of Texas

THE STATE OF TEXAS,)

COUNTY OF KENDALL.)

This instrument was acknowledged before me on this 28th
day of June, 1992, by DARLENE BURG.



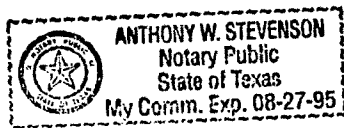
Patrick Howard Mayo
Notary Public
State of Texas

THE STATE OF TEXAS,)

COUNTY OF KENDALL.)

This instrument was acknowledged before me on this 25th
of June, 1992, by MARLENE NEBGEN.

Marlene Nebgen
Notary Public
State of Texas



Anthony W. Stevenson
NOTARY PUBLIC
STATE OF TEXAS.

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

No. 10 3.07 acre CLEAR ZONE tract

Field notes of a survey of 3.07 acres of land made at the request of the County of Gillespie. Said land is situated in Gillespie County, Texas, and comprises part of Block XVIII as said Block is shown on the Map of Fredericksburg, Texas and Environs by the German Emigration Company and laid out on the Barbara Adame Survey No. 123, Abstract No. 4, and part of the R. Martin & J.F. Walker Survey No. 48, Abstract No. 504, and being part of that 114 acre tract of land, more or less, described in a conveyance to Andrew Fritz, et al, by Bruno K.E. Fritz, et ux, dated February 3, 1984, found of record in Volume 158, page 239-241 of the Deed Records of Gillespie County, Texas.

Said 3.07 acre tract of land is described by metes and bounds (Grid bearings and distances, Texas Central Zone 58, combined scale factor 0.99988, Theta angle 0 deg. 44 min.) as follows, to wit:

BEGINNING at a steel bar set in fence projection, in the N.W. right-of-way line of R.M. Highway No. 2093, 130.9 feet S. 47 deg. W. from the approximate N.E. corner of the R. Martin & J.F. Walker Survey No. 48, for the fenced S.E. corner of that 114 acre tract of land, more or less, described in said conveyance to Andrew F. Fritz, et al by Bruno K.E. Fritz, et ux, found of record in Volume 158, pages 239-241 of the Deed Records of Gillespie County, Texas, for the East corner of this tract of land, Grid Coordinates N 215328.33 feet, E 2447913.40 feet;

THENCE with the N.W. right-of-way line of R.M. Highway No. 2093 as follows:

with the arc of a curve to the left, having a radius of 858.51 feet and a central angle of 11 deg. 57 min. 36 sec., in a southwesterly direction, a distance of 179.21 feet to a concrete monument (LC bears S. 34 deg. 41 min. 35 sec. W. 178.88 feet);
S. 28 deg. 40 min. 44 sec. W. 200.17 feet to a steel bar set in the S.W. line of a 1000 ft. long Airport Clear Zone, for the South corner of this tract of land;

THENCE with the S.W. line of said clear Zone, N. 42 deg. 30 min. 48 sec. W. 461.97 feet to a steel bar set for the West corner of this tract of land;

THENCE with the N.W. line of said Clear Zone, N. 56 deg. 01 min. 03 sec. E. 367.85 feet to a steel bar set in fence along the S.W. line of the Upper Liveoak (county) Road, for the North corner of this tract of land;

THENCE with fence along the S.W. line of said county road as follows:

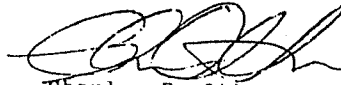
S. 32 deg. 34 min. 21 sec. E. 121.33 feet to a corner post;
S. 49 deg. 03 min. 29 sec. E. 184.96 feet to the place of beginning.

page 2

3.07 acre tract

Surveyed November 1991

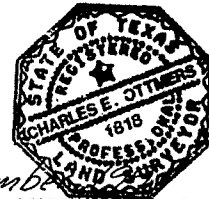
I hereby certify that the foregoing field notes represent a survey made on the ground under my supervision.



Charles E. Ottmers
Reg. Prof. Land Surveyor



EXHIBIT "B"
 AVIGATION EASEMENT
 GILLESPIE COUNTY AIRPORT
 PARCEL No. 10 3.07 ACRES



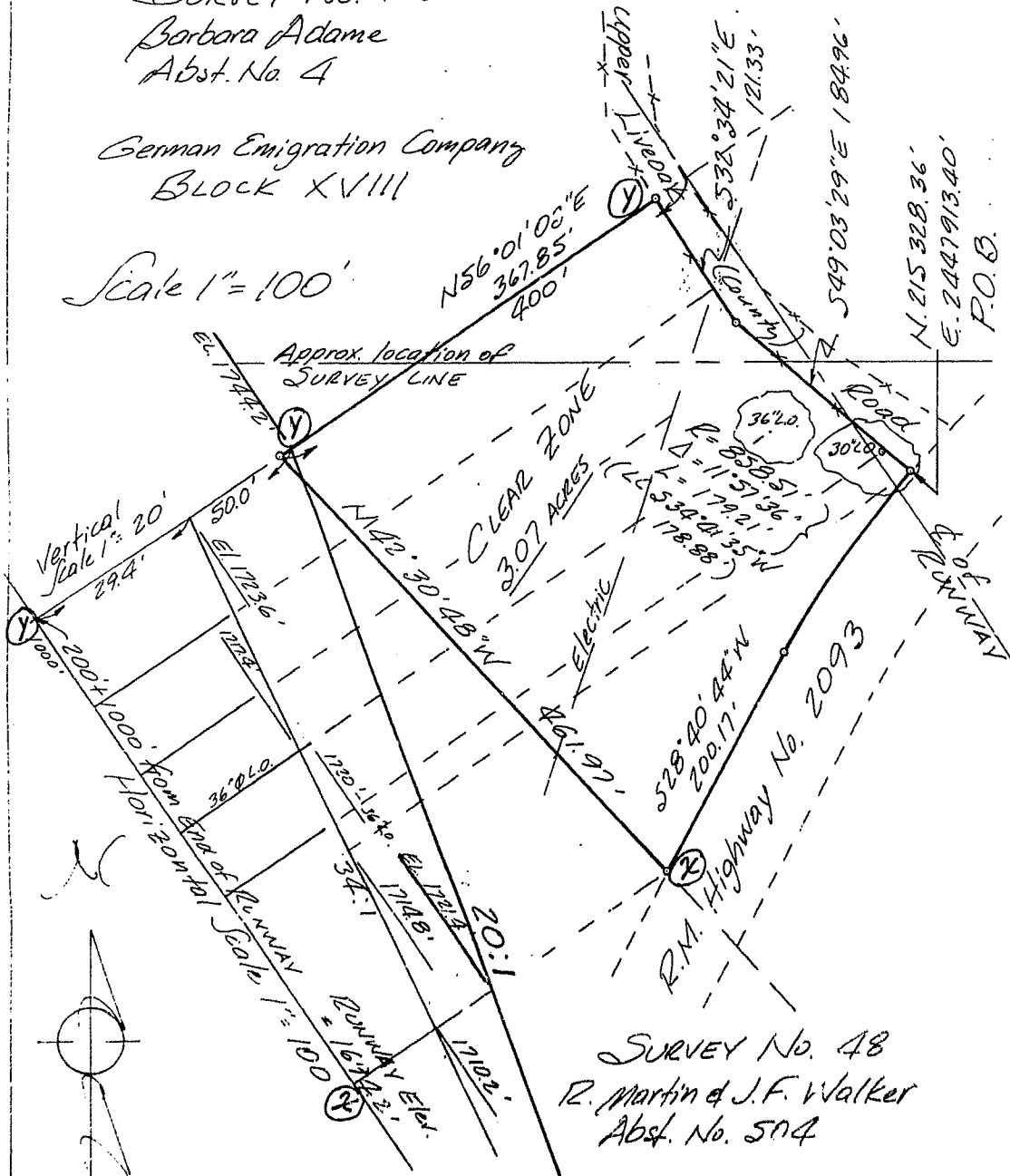
114 ac. tract, more or less, to Andrew
 Fritz, et al from Bruno K.E. Fritz, et al,
 February 3, 1984, Vol. 158, pg 239-
 241, Deed Records

Surveyed November 1984
 CHARLES E. OTTMERS SURVEYORS, INC.
 [Signature]
 Reg. Prof. Land Surveyor No. 1818

SURVEY No. 123
 Barbara Adame
 Abst. No. 4

German Emigration Company
 BLOCK XVIII

Scale 1" = 100'



SURVEY No. 48
 R. Martin & J.F. Walker
 Abst. No. 504

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.



P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

LINE NO. 00-0092

EASEMENT NO. _____

NAME _____

56-31-39-91-26

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

That the undersigned Dennis Roberts
hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, 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 3 miles S.E. from the town of Fredricksburg;
(Show Direction Above)

and bounded on the north by land owned by: Melba Skinner
Truxdale Road & Upper Liveoak Rd

on the south by land owned by: Truxdale Road

on the east by land owned by: Upper Liveoak Road

on the west by land owned by: _____

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

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, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall inure to the beneficiary 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, except those held by the following persons:

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 construct 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, 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.

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 and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____,

19____.

Dennis Roberts
L.S.

DATE: _____ L.S.

408

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0000

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of Collins

Before me, the undersigned authority, on this day personally appeared Dennis Roberts, 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 21 day of January, 19 2000



Notary Public, Collins County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____ and wife, _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19 _____.

Notary Public, _____ County, Texas

For the acknowledgment 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 _____, 19 _____.

Notary Public, _____ County, Texas

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, 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 _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19 _____.

Notary Public, _____ County, Texas

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

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162

NOV 17 2000

The _____ day of _____, 19 _____, at _____ o'clock _____ A. M. in _____ County Records.

I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume _____, pages _____.

Debbie Stahl

County Clerk

By Mary Ann Casade, Deputy

After Recording Return To:

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P.O. Box 553

Fredericksburg, Texas 78624-0553

204920

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