

EASE8-1.TRE/GEK/SG/3-27-86:4/4/86sgp

VOL 0276 PAGE 022

EASEMENT

50935

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BANDERA

That JIM S. EDWARDS and wife, RUTH L. EDWARDS, and L. J. EDWARDS, hereinafter called GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other good and valuable consideration, including the conveyance by Grantee herein of 7 acres located in Bandera County, Texas, to JIM S. EDWARDS and wife, RUTH L. EDWARDS, the receipt and sufficiency of which is hereby acknowledged paid by HAROLD TRENT and wife, GERMAINE TRENT, hereinafter called GRANTEE, does hereby GRANT, SELL and CONVEY unto GRANTEE an easement and right-of-way upon and across the property of the GRANTOR, said easement described as follows:

See Exhibit "A" attached hereto and hereby incorporated herein by reference for all intents and purposes as if copied herein verbatim.

The easement, rights, and privileges herein granted shall run with the land, and GRANTOR hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto GRANTEE, their successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement, rights, and privileges granted herein are granted to GRANTEE for GRANTEE'S use of said easement as a roadway, with the rights of ingress, egress and regress to and for the said GRANTEE, their heirs and assigns, by foot, with carts, wagons, carriages, automobiles and other vehicles as shall be necessary or convenient, in, along, upon and out of said way in common with GRANTOR and GRANTOR'S heirs and assigns.

This instrument shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

GRANTOR also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes

EASE-1.TRE/GEK/SG/3-27-86:4/4/86sgp

VOL 0276 PAGE 023

which do not interfere with and prevent the use by GRANTEE of the
within easement.

IN WITNESS WHEREOF, this instrument is executed this 5
day of April, 1986.

Jim S. Edwards
JIM S. EDWARDS, Grantor

Ruth L. Edwards
RUTH L. EDWARDS, Grantor

L. J. Edwards
L. J. EDWARDS, Grantor

STATE OF TEXAS

COUNTY OF Bandera

This instrument was acknowledged before me on the 5
day of April, 1986, by JIM S. EDWARDS and wife, RUTH
L. EDWARDS.

Ben M. Nolen
Notary Public, State of Texas
My Commission Expires: 3/22/89
BEN M. NOLEN
Notary's Printed Name

STATE OF TEXAS

COUNTY OF Bandera

This instrument was acknowledged before me on the 5
day of April, 1986, by L. J. EDWARDS.

Ben M. Nolen
Notary Public, State of Texas
My Commission Expires: 3/22/89
BEN M. NOLEN
Notary's Printed Name

VOL 0276 PAGE 024

EXHIBIT "A"

Field notes for a survey of a 40-foot wide strip of land for road easement crossing the M. P. Gregory Survey, Abstract No. 543, and the H. E. & W. T. R. R. Co. Survey No. 11, Abstract No. 703, in Bandera County, Texas, said strip of land lying 20 feet either side of a line described by metes and bounds as follows:

BEGINNING at a point in the middle of a cattle guard on the north right-of-way line of State Highway 16, said point being located South 08° 55' West, 3457.3 feet from the west corner of the R. Dunlap Survey No. 250.2, Abstract No. 532;

Thence along the centerline of an existing road the following eight (8) calls:

North 25° 33' East, 358.97 feet;
North 43° 14' 30" East, 310.14 feet;
North 76° 13' 30" East, 372.93 feet;
North 60° 41' 30" East, 235.23 feet;
North 52° 09' East, 232.88 feet;
North 50° 42' East, 436.70 feet;
North 33° 03' East, 321.26 feet; and
North 52° 17' east, 173.54 feet to a point in the middle of a cattle guard on the southwest line of the R. Dunlap Survey No. 250.2.

I, Dan B. Bunker, Registered Public Surveyor in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground, under my supervision on April 1, 1986.

50935

FILED FOR RECORD

This 7 Day of April, 1986

At 9:10 O'Clock A M

Clara King
County Clerk, Bandera County, TexasBy Seneca Latta DeputySTATE OF TEXAS
COUNTY OF BANDERAI hereby certify that this instrument was FILED in FILE
Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the OFFICIAL
PUBLIC Records of Bandera County, Texas on

April 11, 1986

Clara King
County Clerk, Bandera County, TexasBy Carol Castellano
Deputy

19551

RIGHT OF WAY EASEMENT

VOL. 135 PAGE 578
Map Location No. _____THE STATE OF TEXAS,
COUNTY OF BANDERA.

Work Order No. _____

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (Unmarried) (Husband and Wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Bandera Electric Cooperative, Inc., a corporation, duly incorporated under and by virtue of the laws of the State of Texas, whose post office address is Bandera, Texas, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the

County of Bandera, State of Texas, and being described as being about 8 miles from the town of Bandera, Texas, more particularly described as follows:

Approximately 4.70 acres consisting of Surveys Nos. _____ and being

bounded on the North by the land of Lawrence Edwards.

and on the East by the land of " "

and on the South by the land of Jim Edwards.

and on the West by the land of Darrell White

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

In granting this easement it is understood that all poles and guys will be placed so as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 12 day of May, 1963

C. A. Ritcheson

Roland N. Thallman
Mrs. Roland Thallman

STATE OF TEXAS,

THE STATE OF TEXAS,

County of Bandera BEFORE ME Charles S. Seale

Notary Public in and for Bandera County

Texas, on this day personally appeared C. A. Ritcheson

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 Roland N. Thallman and Mrs. Roland Thallman

the grantor or person who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the grantor.

Given under my hand and seal of office, this 13 day of May, 1963

Charles S. Seale

Notary Public, Bandera County, Texas.

Doze - cleanup Row
& scatter Brush.
Gates OK - Lock
prop. lines.

Notary Public, _____ County, Texas

NOTARY COMMISSION
EXPIRES JUNE 1, 1965

STATE OF TEXAS

County of Bandera

I, ROSCOE L. HAYES, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING,

dated on the 12th day of May, A.D. 1963 with its certificate of authentication was filed for record

in my office the 4th day of August, A.D. 1969 at 1:14 o'clock P. M. and duly

recorded the 7th day of August, A.D. 1969 at 8:34 o'clock A. M., in the

Deed Records of Said County in Volume 135 on Pages 578

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

ROSCOE L. HAYES

Clerk County Court, Bandera County, Texas.

By Elizabeth James Deputy

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AMENDMENT TO EASEMENT

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STATE OF TEXAS

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COUNTY OF BANDERA

DATE: Oct. 23, 2001GRANTOR: Dan L. Cox
Carol A. CoxGRANTOR'S MAILING ADDRESS: 434 Scenic Pass
Pipe Creek, TX 78063

GRANTEE: Bandera Electric Cooperative, Incorporated

GRANTEE'S MAILING ADDRESS: P. O. Box 667
Bandera, Texas 78003

CONSIDERATION: Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANTOR'S
PROPERTY: 441.74 acres, more or less, out of the J. Townsend Survey 11, Abstract 703 and the R. Dunlap Survey 250.2, Abstract 532, Bandera County, Texas

PRIOR EASEMENT: Easement dated May 12, 1963 from Roland N. Thallman et ux to Bandera Electric Cooperative, Inc., recorded in Volume 135, Page 578 of the Official Records of Bandera County, Texas

For the consideration paid to the GRANTOR, GRANTOR hereby agrees that the PRIOR EASEMENT is hereby amended as follows:

1. The following language shall be added to the PRIOR EASEMENT:

- i. The EASEMENT PROPERTY shall be described as a tract of land, containing 7.866 acres, being a strip of land sixty (60) feet wide more particularly described as:
2.893 acres and 4.973 acres of land out of the H.E. & W.T. R.R. Co. Survey No. 11 and the Robert Dunlap Survey No. 250.2, situated in Bandera County,

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Texas, Being a portion of that tract of land called 161.92 acres in a deed from Harold Trent & Germaine Trent to Dan L. Cox and Carol A. Cox, dated November 5, 1991 and recorded in Volume 359, Page 630 of the Official Records of Bandera County, Texas and being a portion of that tract of land called 279.82 acres in a deed from Harold Trent, Trustee to Dan L. Cox and Carol A. Cox, dated April 20, 1994, and recorded in Volume 401, Page 328 of the Official Records of Bandera County, Texas, more particularly described in Exhibit A, attached.

- ii. The EASEMENT PROPERTY and right-of-way may also be used for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling and repairing of communications facilities and all necessary or desirable appurtenances thereto. GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above-stated purposes.
- iii. GRANTOR agrees that no habitable structure shall be placed in or on the EASEMENT PROPERTY. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any obstruction that endangers or interferes with the safe, efficient, or convenient operation or maintenance of its facilities.

Except as specifically amended herein, all terms of the PRIOR EASEMENT shall remain in full force and effect, and nothing herein shall be construed as depriving GRANTEE of any rights obtained in the PRIOR EASEMENT.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective successors and assigns.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

GRANTOR:

Dan L. Cox

Dan L. Cox

Carol A. Cox

Carol A. Cox

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ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BANDERA §

This instrument was acknowledged before me on October 23, 2001 by
Dan L. Cox.



Lisa Lee
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BANDERA §

This instrument was acknowledged before me on October 23, 2001
by Carol A. Cox.



Lisa L.
Notary Public, State of Texas

UPON RECORDING, RETURN TO:

Raymond Batto, Jr.
Bandera Electric Cooperative
P.O. Box 667
Bandera, Texas 78003



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-476-7103
Fax: 512-476-7105

510 South Congress Ave.
Suite B-100
Austin, Texas 78704

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T-392 BANDERA COUNTY, TEXAS
DAN L. COX
CAROL A. COX
H.E. & W.T. R.R. CO. SURVEY NO. 11
ROBERT DUNLAP SURVEY NO. 250.2

Page 1 of 4
Chaparral Job #084-030
August 10, 2001

EXHIBIT "A"

FIELDNOTE DESCRIPTION OF 4.973 ACRES OF LAND OUT OF THE H.E. & W.T. R.R. CO. SURVEY NO. 11 AND THE ROBERT DUNLAP SURVEY NO. 250.2, SITUATED IN BANDERA COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 279.82 ACRES IN A DEED FROM HAROLD TRENT, TRUSTEE TO DAN L. COX AND CAROL A. COX, DATED APRIL 20, 1994, AND RECORDED IN VOLUME 401, PAGE 328 OF THE OFFICIAL RECORDS OF BANDERA COUNTY, TEXAS, SAID 4.973 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" rebar with yellow "LCRA" plastic cap set (N=9873222.19, E=2733048.67, NAD83/93/HARN, Texas Central Zone) on the west line of the said 279.82 acre tract for the southwest corner hereof, being on the east line of that tract of land called 301.73 acres (tract 2) in a deed from Ard E. Richardson et ux to Ard E. Richardson, III, dated March 16, 1983, and recorded in Volume 221, Page 801 of the Official Records of Bandera County, Texas, from which a 1/2" rebar found at the westernmost corner of the said 279.82 acre tract, being an angle point in the east line of the said 301.73 acre tract, bears South 55°01'38" West, a distance of 90.73 feet;

THENCE, North 55°01'38" East, along the common line between the said 279.82 acre tract and the said 301.73 acre tract, a distance of 77.93 feet to a 1/2" rebar with yellow "LCRA" plastic cap set on the for the northwest corner hereof, from which a fence corner post found at an angle point in the west line of the said 279.82 acre tract, being the northeast corner of the said 301.73 acre tract, bears North 55°01'38" West, a distance of 619.46 feet;

THENCE, South 74°37'37" East, leaving the said 301.73 acre tract, over and across the said 279.82 acre tract, a distance of 3528.27 feet to a 1/2" rebar with yellow "LCRA" plastic cap set on the east line of the said 279.82 acre tract, being the west line of that tract of land called 161.92 acres in a deed from Harold Trent & Germaine Trent to Dan L. Cox & Carol A. Cox, dated November 5, 1991, and recorded in Volume 359, Page 630 of the Official Records of Bandera County, Texas, for the northeast corner hereof, from which a fence corner post found at an interior corner of the said 279.82 acre tract, being an angle point in the west line of the said 161.92 acre tract, bears North 47°05'33" West, a distance of 176.52 feet;

THENCE, South 47°05'33" East, along the common line between the said 279.82 acre tract and the said 161.92 acre tract, a distance of 129.78 feet to a 1/2" rebar with yellow "LCRA" plastic cap set on the for the southeast corner hereof, from which a 1/2" rebar found at an angle point in the east line of the said 279.82 acre tract, being an angle point in the west line of the said 161.92 acre tract, bears South 47°05'33" East, a distance of 673.50 feet;

THENCE, North 74°37'37" West, leaving the west line of the said 161.92 acre tract, over and across the said 279.82 acre tract, a distance of 3693.08 feet to the **POINT OF BEGINNING**, containing an area of 4.973 acres (216,628 square feet) of land, more or less.

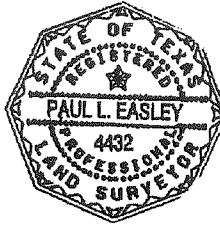
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Dan L. Cox
Carol A. Cox
August 10, 2001
Page 2 of 4

Bearing Basis: Texas Lambert Grid, Central Zone, NAD 83/93/HARN
WP: T392001A-0029A.doc
ACAD: \T392001A-0029A.dwg

I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby state that this description is based upon a survey made on the ground under my direction and supervision during the months of January thru August, 2001. A survey exhibit was prepared to accompany this description.

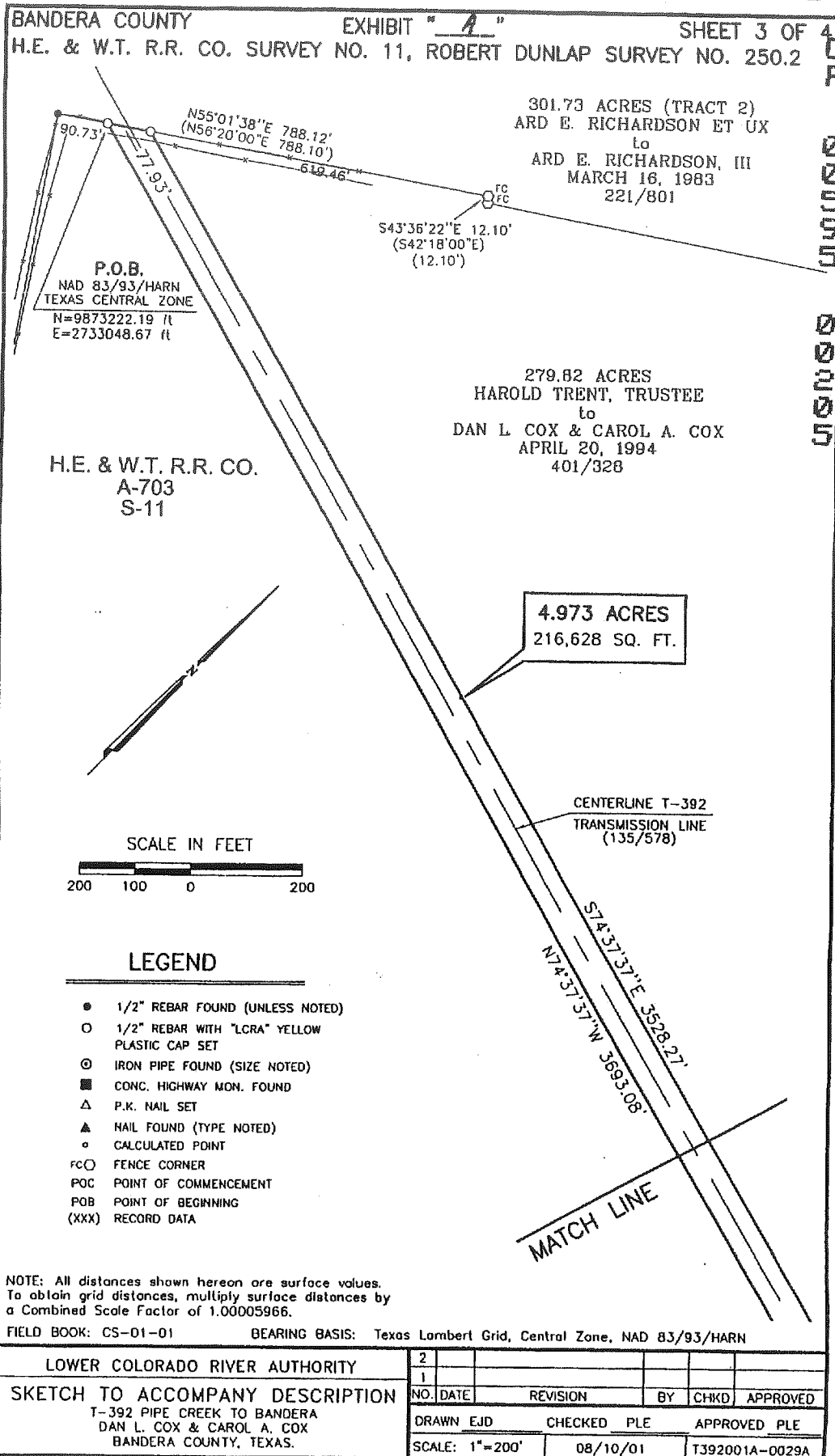
Chaparral Professional
Land Surveying, Inc.
510 South Congress Ave.
Suite B-100
Austin, Texas 78704



Paul L. Easley
Paul L. Easley
RPLS No. 4432
State of Texas
Date 8-12-01

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WP FILE: T392001A-0029A.doc
WA NO.: SAM #1289

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BANDERA COUNTY

EXHIBIT "A"

SHEET 4 OF 4

H.E. & W.T. R.R. CO. SURVEY NO. 11, ROBERT DUNLAP SURVEY NO. 250.2

279.82 ACRES
HAROLD TRENT, TRUSTEE
to
DAN L COX & CAROL A. COX
APRIL 20, 1994
401/328

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR WITH "LCRA" YELLOW PLASTIC CAP SET
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- CONC. HIGHWAY MON. FOUND
- △ P.K. NAIL SET
- ▲ NAIL FOUND (TYPE NOTED)
- CALCULATED POINT
- FC○ FENCE CORNER
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (XXX) RECORD DATA

SCALE IN FEET
200 100 0 200

APPROXIMATE LOCATION
SURVEY LINE

ROBERT DUNLAP
A-532
S-250.2

161.92 ACRES
HAROLD TRENT & GERMAINE TRENT
to
DAN L. COX & CAROL A. COX
NOVEMBER 5, 1991
359/630

FIELD BOOK: CS-01-01

BEARING BASIS: Texas Lamberl Grid, Central Zone, NAD 83/93/HARN

LOWER COLORADO RIVER AUTHORITY		2				
SKETCH TO ACCOMPANY DESCRIPTION		1				
T-392 PIPE CREEK TO BANDERA DAN L. COX & CAROL A. COX BANDERA COUNTY, TEXAS.		NO.	DATE	REVISION	BY	CHKD. APPROVED
		DRAWN	EJD	CHECKED	PLE	APPROVED PLE
		SCALE: 1"=200'		08/10/01		T392001A-0029A

WP FILE: T392001A-0029A.doc
WA NO.: SAM #1289



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-476-7103

Fax: 512-476-7105

510 South Congress Ave.

Suite B-100

Austin, Texas 78704

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T-392 BANDERA COUNTY, TEXAS
DAN L. COX & CAROL A. COX
H.E. & W.T. R.R. CO. SURVEY NO. 11
ROBERT DUNLAP SURVEY NO. 250.2

Page 1 of 4
Chaparral Job #084-030
August 10, 2001

EXHIBIT "A"

FIELDNOTE DESCRIPTION OF 2.893 ACRES OF LAND OUT OF THE H.E. & W.T. R.R. CO. SURVEY NO. 11 AND THE ROBERT DUNLAP SURVEY NO. 250.2, SITUATED IN BANDERA COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 161.92 ACRES IN A DEED FROM HAROLD TRENT & GERMAINE TRENT TO DAN L. COX & CAROL A. COX, DATED NOVEMBER 5, 1991, AND RECORDED IN VOLUME 359, PAGE 630 OF THE OFFICIAL RECORDS OF BANDERA COUNTY, TEXAS, SAID 2.893 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" rebar with yellow "LCRA" plastic cap set (N=9873222.19, E=2733048.67, NAD83/93/HARN, Texas Central Zone) on a northeast line of that tract of land called 279.82 acres in a deed from Harold Trent, Trustee to Dan L. Cox & Carol A. Cox, dated April 20, 1994, and recorded in Volume 401, Page 328 of the Official Records of Bandera County, Texas, for the southwesterly corner hereof, being on a southwest line of the said 161.92 acre tract, from which a 1/2" rebar found at an angle point in the northeast line of the said 279.82 acre tract and the southwest line of the said 161.92 acre tract bears South 47°05'33" East, a distance of 673.50 feet;

THENCE, North 47°05'33" West, with the aforementioned common line, a distance of 129.78 feet to a 1/2" rebar with yellow "LCRA" plastic cap set on the said common line for the northwest corner hereof, from which a fence corner found for an angle point in the said common line bears North 47°05'33" West, a distance of 176.52 feet;

THENCE, South 74°37'37" East, leaving the said 279.82 acre tract, over and across the 161.92 acre tract, a distance of 2125.87 feet to a 1/2" rebar with yellow "LCRA" plastic cap set on the southeast line of the said 161.92 acre tract, for the easternmost corner hereof, being on the northwest line of that tract of land called 292.10 acres in a deed from Anna Lee Tucker, Trustee et al to Bear Springs Trails, L.L.C., dated November 10, 1999, and recorded in Volume 519, Page 93 of the Official Records of Bandera County, Texas, from which a fence corner found for an angle point in the southeast line of the 161.92 acre tract, being the northwest line of the 292.10 acre tract, bears North 31°52'44" West, a distance of 716.22 feet;

THENCE, South 31°52'44" East, along the common line between the said 161.92 acre tract and the said 292.10 acre tract, a distance of 88.39 feet to a 1/2" rebar with yellow "LCRA" plastic cap set, from which a 3/8" rebar found on the southeast line of the said 161.92 acre tract, being a southwesterly corner of the said 292.10 acre tract, being also a northwest corner of that tract of land called 100 acres in a deed from G.L. Vawter et ux to Rebecca B. Vawter, dated August 24, 1942, and recorded in Volume 70, Page 65 of the Official Records of Bandera County, Texas bears South 31°52'44" East, a distance of 598.66 feet;

THENCE, North 74°37'37" West, leaving the southwest line of the said 292.10 acre tract, over and across the 161.92 acre tract, a distance of 2075.69 feet to the **POINT OF BEGINNING**, containing an area of 2.893 acres (126,039 square feet) of land, more or less.

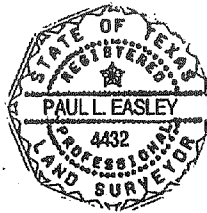
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Dan L. Cox & Carol A. Cox
August 10, 2001
Page 2 of 4

Bearing Basis: Texas Lambert Grid, Central Zone, NAD 83/93/HARN
WP: T392001A-0038A.doc
ACAD: \T392001A-0038A.dwg

I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby state that this description is based upon a survey made on the ground under my direction and supervision during the months of January thru July, 2001. A survey exhibit was prepared to accompany this description.

Chaparral Professional
Land Surveying, Inc.
510 South Congress Ave.
Suite B-100
Austin, Texas 78704



Paul L. Easley 8-12-01
Paul L. Easley Date
RPLS No. 4432
State of Texas

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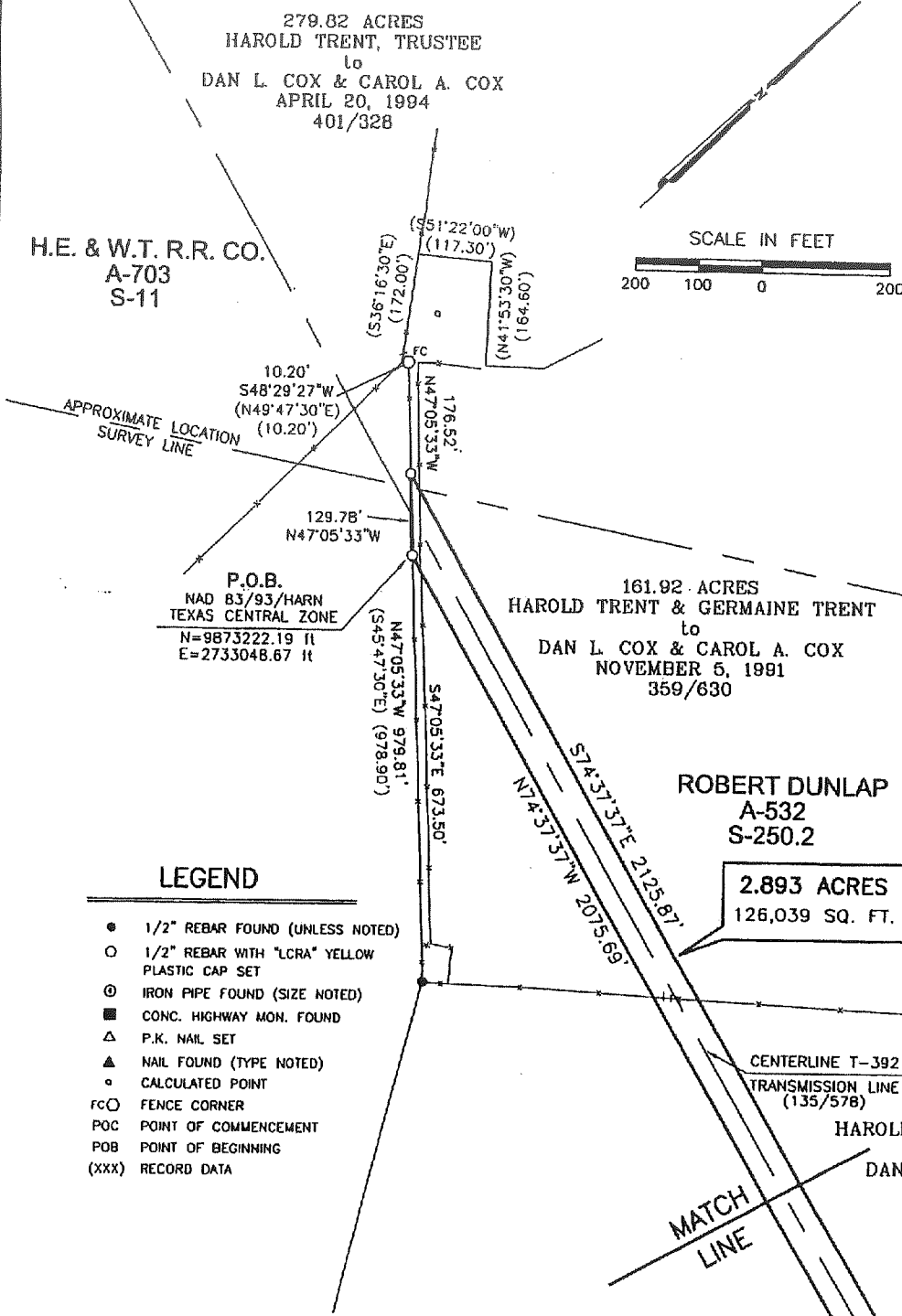
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BANDERA COUNTY

EXHIBIT "A"

SHEET 3 OF 4

H.E. & W.T. R.R. CO. SURVEY NO. 11, ROBERT DUNLAP SURVEY NO. 250.2



NOTE: All distances shown hereon are surface values.
To obtain grid distances, multiply surface distances by
a Combined Scale Factor of 1.00005966.

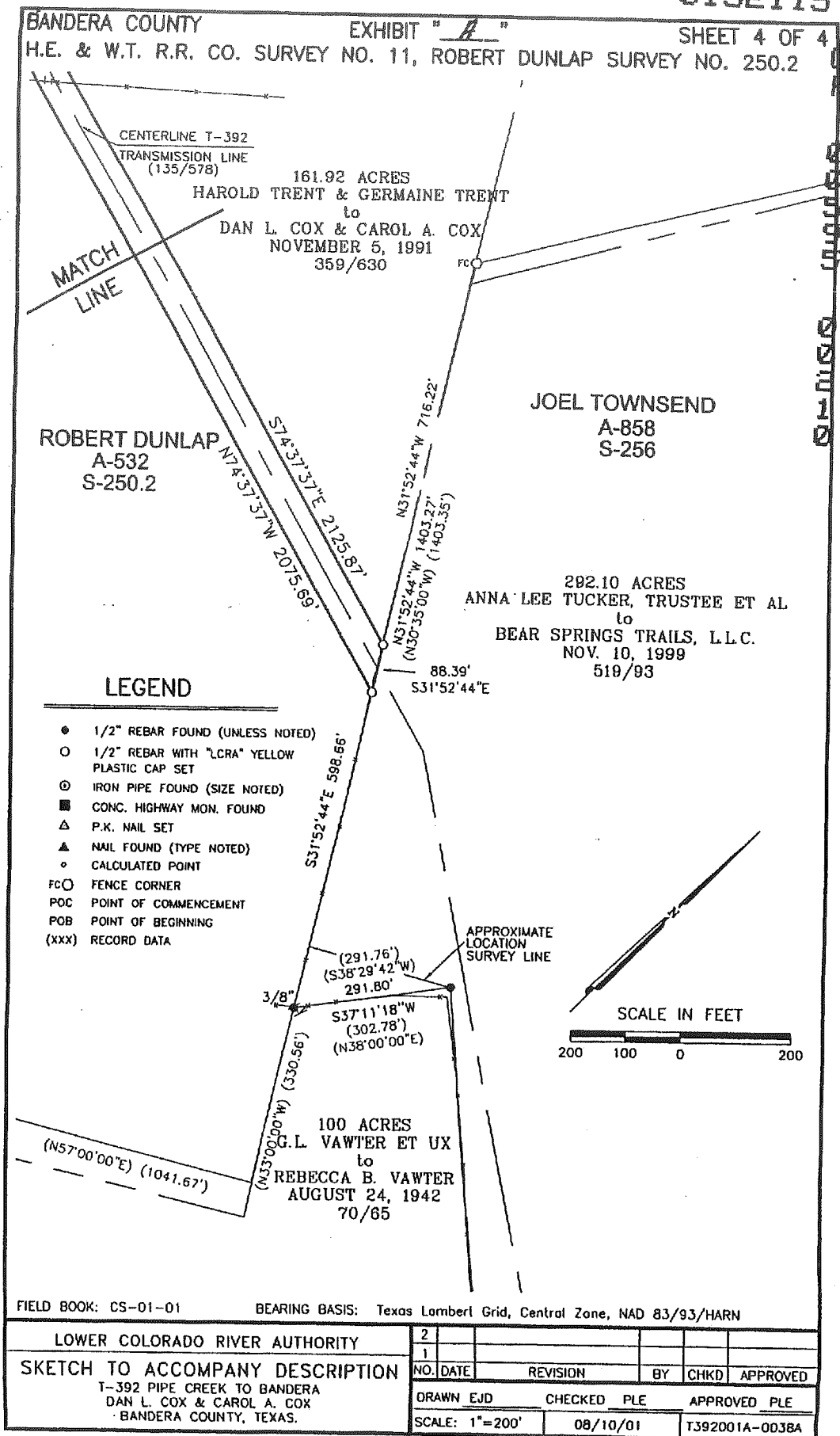
FIELD BOOK: CS-01-01

BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/93/HARN

LOWER COLORADO RIVER AUTHORITY		2				
SKETCH TO ACCOMPANY DESCRIPTION		1				
T-392 PIPE CREEK TO BANDERA		NO. DATE	REVISION	BY	CHKD	APPROVED
DAN L. COX & CAROL A. COX						
BANDERA COUNTY, TEXAS.						
DRAWN EJD		CHECKED PLE		APPROVED PLE		
SCALE: 1"=200'		08/10/01		T392001A-0038A		

WP FILE: T392001A-0038A.doc
WA NO.: SAM #1289

0132115



WP FILE: T392001A-0038A.doc
 WA NO.: SAM #1289

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Filed for Record in:
Bandera County

On: Jul 23, 2002 at 09:55AM

As a
Recording

Document Number: 0132115

Amount 31.00

Receipt Number - 20405

By:
Patty Boaglio

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 on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of:
Bandera County
as stamped herein by me.

Jul 23, 2002

Bernice Bates,
Bandera County Clerk

Bandera-New Braunfels
R 102 108

R 102-C18

143/788

RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS §
§ 1423
COUNTY OF BANDERA §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Lo-Vaca Gathering Company, as Plaintiff, did, on or about the 13th day of January, 1970, in Cause No. 139 in the County Court of Bandera County, Texas, obtain an Award of Commissioners and did thereafter deposit double the amount of such Award pursuant to Article 3268, V.A.C.S., and took possession of a certain easement described in said Cause No. 139, and being the same property hereinafter described; and

WHEREAS, the said Lo-Vaca Gathering Company and Harold Trent and wife, Germaine Trent, desire to amend the terms and conditions of the aforesaid easement; NOW, THEREFORE:

IN CONSIDERATION of the premises and of One Dollar to them paid by the said LO-VACA GATHERING COMPANY (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, HAROLD TRENT and wife, GERMAINE TRENT (hereinafter called "Grantors"), ratify and confirm the right of Lo-Vaca Gathering Company in the hereinafter described tract by virtue of the said condemnation proceeding, Cause No. 139 in the County Court of Bandera County, Texas, from the date of such deposit as aforesaid until the date of this instrument, and agree that upon motion duly presented, the County Judge of Bandera County, Texas, can enter such order as he thinks appropriate on the Award of Commissioners in Absence of Objections in said cause; and do hereby GRANT, SELL and CONVEY unto the said Lo-Vaca Gathering Company, its successors and assigns, a right-of-way and easement along a route (the location of the first pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace, change the size of and remove pipelines and appurtenant facilities across, under and upon the lands of Grantor in the County of Bandera, State of Texas, to-wit:

A certain tract of land containing 320 acres, the East part of Survey No. 11, H.E. & W.T. Ry. Co., Abstract No. 703, and 150 acres, the North part of Survey No. 250.2, Robert Dunlap, Abstract No. 532, located in Bandera County, Texas, which land is more particularly described in a deed dated June 5, 1967, recorded in Volume 128, at pages 222-225 of the Deed Records of said County. The easement herein granted being thirty (30) feet in width, being fifteen (15) feet on each side of the following described centerline:

BEGINNING at a point in the most Easterly line of said property in the R. Dunlap Survey, A-532, Bandera County, Texas, said point being approximately 620 feet, Southeasterly along said line from an interior fence corner of said property;

THENCE North 73° 50' 40" West, approximately 5,367 feet to a point of angle to the left;

THENCE North 83° 50' 40" West, approximately 160 feet to a point of exit in the East right-of-way of a private road situated in the H.E. & W.T. Ry. Co. Survey, A-703, Bandera County, Texas, said point being approximately 117 feet Northeasterly along said line from a point of angle in said road.

Grantee shall not fence the right-of-way herein described.

Grantee agrees that there will be constructed no surface appurtenances or structures except aerial markers, property lines and vent pipes at appropriate road crossings on this easement.

This easement is for one pipeline only and any additional lines laid now or at a future date shall require a new easement from Grantor.

Grantee, its successors or assigns, shall furnish Grantor a recordable release of the right-of-way and easement herein granted upon twenty-four (24) consecutive months of non-use and abandonment of said pipeline by Grantee, its successors or assigns. In such event, Grantee shall have a period of six (6) months to commence removal of its facilities and a reasonable time thereafter to complete said removal.

If any fences are cut by Grantee during the term of this easement, Grantee agrees to adequately brace and reinforce said fences prior to cutting so as to prevent any slackening of wire; and all such fences will be restored to as good or better condition than they were prior to Grantee's cutting of same. All fence gaps will be closed with a suitable gap or gate which will be kept guarded or closed except when passing through so as to prevent the escape or mixing of livestock.

Grantee will re-seed any productive surface disturbed by it in the use and enjoyment of this easement or pay Grantee the monetary equivalent thereof.

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, the free right of ingress to and egress over and across said lands 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 use of said pipeline. Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided Grantee shall be obligated to pay for all crop and land surface damages as set forth below arising out of such use.

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 to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of Grantee herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) 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.

Grantee agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial foreseeable construction damages. Grantor herein agrees not to change the grade over such pipelines or permit any party other than Grantee to change such grade. Before Grantor allows any party other than Grantee to excavate or dig in any manner in the vicinity of the pipeline, Grantor shall (1) point out the exact location of said pipelines to such party and (2) tell such party about this requirement that the grade over the pipeline is not to be changed.

Grantee does hereby relinquish and quitclaim unto Grantor all rights to the herein described property obtained by virtue of the condemnation proceeding aforesaid in conflict with any provision herein.

This agreement shall be binding upon and shall be for the benefit of the heirs, successor, representatives and assigns of Grantor and Grantee, whether assigned, devised, bequeathed, or otherwise transferred in whole or in part by either of the parties hereto, and the agreements herein contained shall be covenants running with the land.

It is agreed that this grant covers all of 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, 1971.

LO-VACA GATHERING COMPANY

HAROLD TRENT

By Joe Cohn
Joe Cohn
Assistant Vice President

Germaine Trent
GERMAINE TRENT

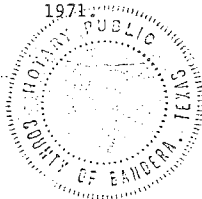
ATTEST:
James B. Blum
Assistant Secretary

2

THE STATE OF TEXAS §
 COUNTY OF BANDERA §

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD TRENT and his wife, GERMAINE TRENT, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of OCTOBER 1971



Elmo Reeves ELMO REEVES
 Notary Public in and for Bandera County,
 TEXAS.

THE STATE OF TEXAS §
 COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Cohn, Assistant Vice President of Lo-Vaca Gathering Company, 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 as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 29th day of September 1971.

Virginia C. McGee
 Notary Public in and for Nueces County,
 Texas.

STATE OF TEXAS

County of Bandera

Olga Schmidt

I, Olga Schmidt, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 29th. day of Sept. A.D. 19 71 with its certificate of authentication was filed for record in my office the 8th. day of Oct. A.D. 19 71 at 4:10 o'clock P. M. and duly recorded the 14th. day of Oct. A.D. 19 71 at 1:40 o'clock P. M., in the Deed Records of Said County in Volume 143 on Pages 788-790

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

DOC 00170259 VOL 806 PG 11

UTILITY EASEMENT
AND
COVENANT OF ACCESS

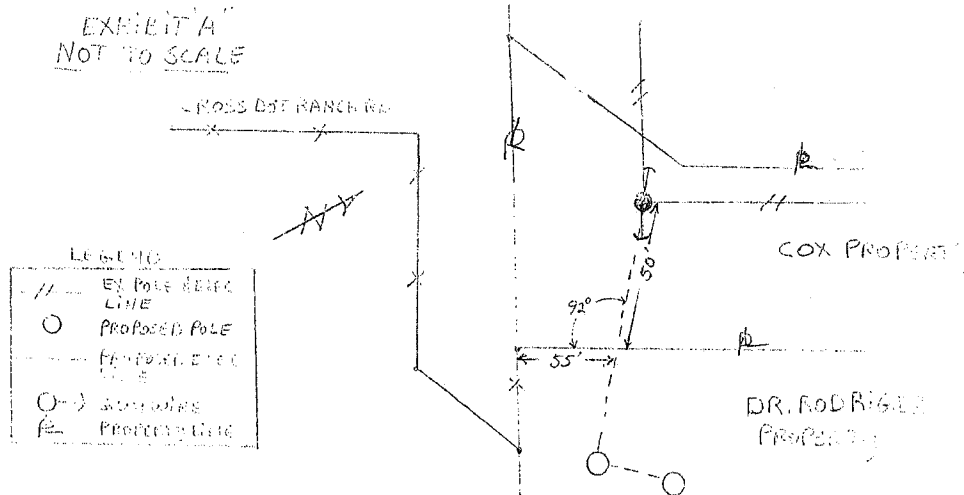
W.O. 60068

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 exclusive easement and right-of-way upon and across the following described property of grantor: DAN & CAROL COX TRACT 5
AT 600 CROSS DAT RD.



The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric or communication service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric or communication lines, distribution facilities or equipment within said easement area, 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 across the adjoining surface of the grantor's property as may be reasonably necessary to access the easement area.

The easement rights herein described shall be no broader than reasonably necessary to provide utility 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 height of the easement shall be from fifteen feet (15') beneath the surface of the ground to the heavens. 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.

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. The Cooperative shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the easement by any other person or legal entity for the above stated purpose. 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.

DOC 00170259 VOL 806 PG 12

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 land within the easement area, including ten feet either side of all guy wires, and to keep this area clear of all brush, trees, structures, and other obstructions, including the right to cut all weak, leaning, or dangerous trees located outside the easement area, which are fall enough to strike the electric or communication facilities in falling.

This right-of-way is given to permit the construction of electric or communication facilities presently proposed. Future extensions of presently constructed facilities are not permitted by this agreement.

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 FEBRUARY, A.D., 2007.

DAN L. COX
Dan L. Cox

THE STATE OF TEXAS

COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared DAN L. COX, 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.

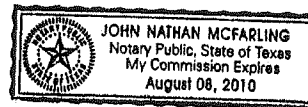
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13TH day of

FEBRUARY, 2007
John Nathan McFarling
Notary Public in and for BANDERA
County, Texas

Printed or Stamped Name of Notary

My Commission Expires: _____

AFTER RECORDING RETURN TO:
Bandera Electric Cooperative, Inc.
P.O. Box 667
Bandera, Texas 78003



Filed for Record in:
Bandera County

On: Dec 26, 2007 at 10:38A

As a
Recording

Document Number: 00170259

Amount: 20.00

Receipt Number - 72259

By:
Anne Ruthven

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 on the date and time stamped hereon by me and was duly recorded in the volume and page of the official records of: Bandera County as stamped hereon by me.

Dec 26, 2007

Canda Wheeler, County Clerk
Bandera County

0133157

UTILITY EASEMENT
AND
COVENANT OF ACCESS

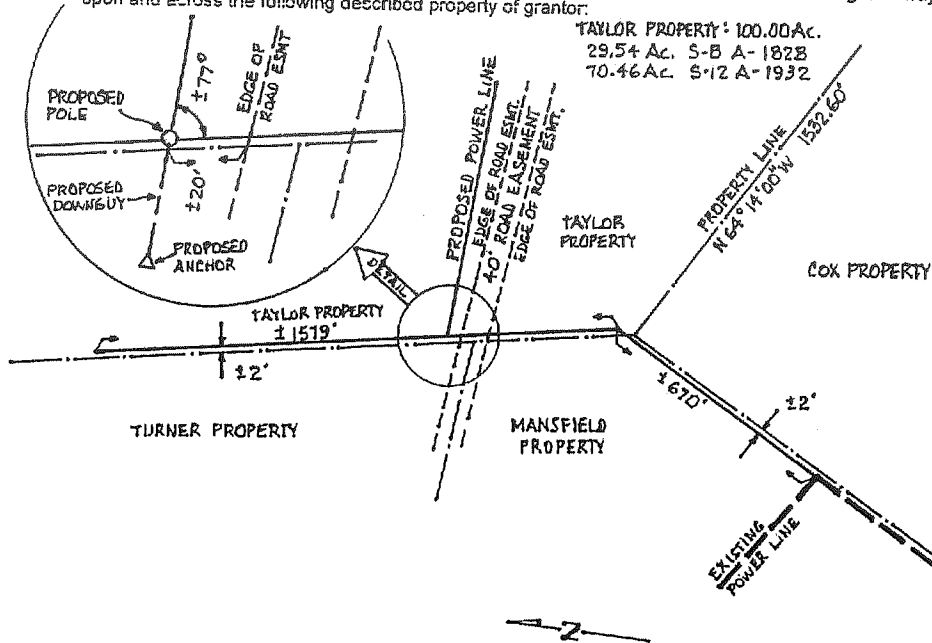
W.O. 51583 AND 51581

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 exclusive 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 or communication service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric or communication lines, distribution facilities or equipment within said easement area, 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 across the adjoining surface of the grantor's property as may be reasonably necessary to access the easement area.

The easement rights herein described shall be no broader than reasonably necessary to provide utility 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 height of the easement shall be from fifteen feet (15') beneath the surface of the ground to the heavens. 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.

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. The Cooperative shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the easement by any other person or legal entity for the above stated purpose. 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.

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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 land within the easement area, including ten feet either side of all guy wires, and to keep this area clear of all brush, trees, structures, and other obstructions, including the right to cut all weak, leaning, or dangerous trees located outside the easement area, which are tall enough to strike the electric or communication facilities in falling.

This right-of-way is given to permit the construction of electric or communication facilities presently proposed. Future extensions of presently constructed facilities are not permitted by this agreement.

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 25th
day of March, A.D., 2002.

Dan L. Cox
DAN L. COX

THE STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned authority, on this day personally appeared Dan L. Cox, 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 25th day of
March, 2002.

Lisa Lee
Notary Public in and for Bexar
County, Texas



LISA LEE
Printed or Stamped Name of Notary

My Commission Expires: 12/30/04

AFTER RECORDING RETURN TO:
Bandera Electric Cooperative, Inc.
P.O. Box 667
Bandera, Texas 78003

Bernice Barks,
Bandera County Clerk

Sep 23, 2002

My 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 BEXAR. I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Bandera County as stamped herein by me.

Filed for Record in:
Bandera County
On: Sep 23, 2002 at 08:54AM
As a
Recording
Document Number: 0133157
Amount 11.00
Receipt Number - 29653
By
Patty Bonglio

VOL 0414 PAGE 910

91704

UTILITY EASEMENT

AND

W.O. 38588

COVENANT OF ACCESS

STATE OF TEXAS

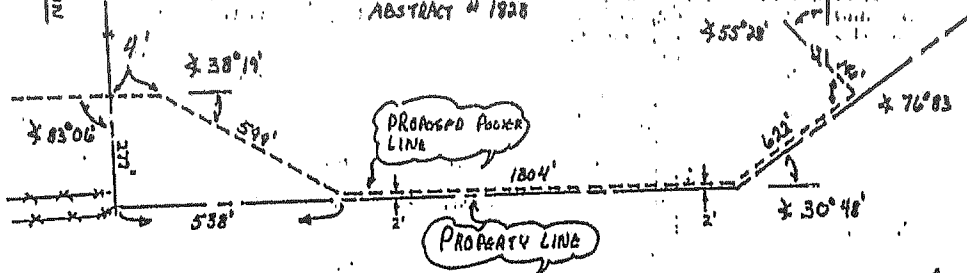
COUNTY OF BANDERA

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:

AND RICHARDSON
PROPERTY

ANTHONY CANTRELL PROPERTY
320 ACRES BANDERA CO.
131.8 ACRES @ SUR. #13, G.L. VAWTER, ABSTRACT # 1932
57.8 ACRES @ SUR. #13, J.L. NEWCOMER ABSTRACT # 2221
130.4 ACRES @ SUR. #8, C.C. S.D. & R.G.N.G. R.R.
ABSTRACT # 1928



DAN COY PROPERTY

(SUBJECT PROPERTY)

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 column.

VOL 0414 PAGE 911

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 31st day of October, A.D., 1994.

X Dan L. Cox
Dan L. Cox

THE STATE OF TEXAS

COUNTY OF Exar

BEFORE ME, the undersigned authority, on this day personally appeared Dan L. Cox, 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 31st day of October, 1994.

Lisa Stahl
Notary Public in and for Exar,
County, Texas



Lisa Stahl
Printed or Stamped Name of Notary

My Commission Expires: 12/30/94

91704

Filed for Record
at 8:32 o'clock A M

DEC 19 1994

Bernice Bates
County Clerk, Bandera County, Texas
Janet Ball Deputy

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 on the date and at the time stamped herein by me, and was duly RECORDED IN THE OFFICIAL PUBLIC RECORDS of Bandera County, Texas on



DEC 22 1994

Bernice Bates
County Clerk, Bandera County, Texas

88022

VOL 0400 PAGE 871

UTILITY EASEMENT

AND

W.O. 37753

COVENANT OF ACCESS

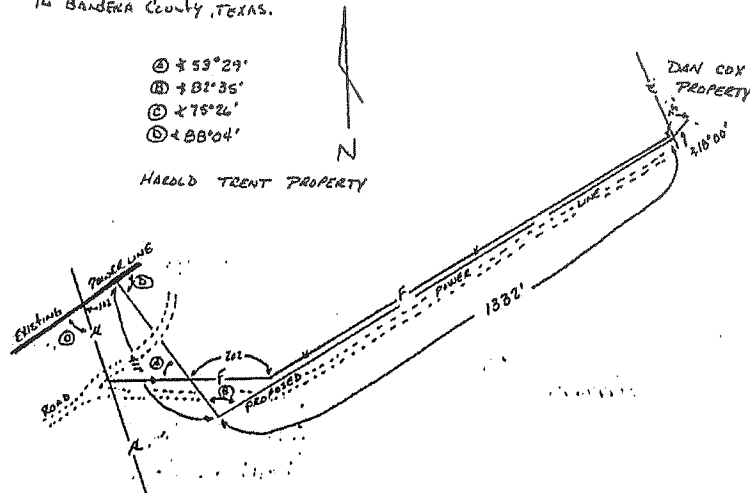
STATE OF TEXAS

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,

DAN COX PROPERTY: 161.92 ACRES OF LAND, APPROXIMATELY 70.44 ACRES out of the R. DUNLAP SURVEY NO. 250.2, Abstract No 532, and 91.48 ACRES out of the H.E. & W.T. Ry. Co. Survey No. 11, Abstract No. 703, in BANDERA County, TEXAS.



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.

Filed for Record
M _____ 91
O'clock _____

APR 18 1984

County Clerk, Bandera County, Texas
[Signature]

VOL 0400 PAGE 872

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 FEBRUARY, A.D., 1994.

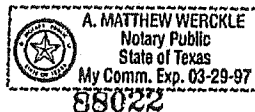
Dan L. CoxDAN L. COX

THE STATE OF TEXAS

COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared Dan L. Cox, 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 FEBRUARY, 1994.

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

Printed or Stamped Name of Notary

My Commission Expires:

Filed for Record
at 9:10 o'clock AM

APR 18 1994

Bernice Bates
County Clerk, Bandera County, Texas
By Deputy

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 on date and at the time stamped herein 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

3041 - SW 6-5-67 GR:fa

22

THE STATE OF TEXAS
COUNTY OF BANDERA

16202

VOL 128 PAGE 221

KNOW ALL MEN BY THESE PRESENTS:

That we, Roland Thallman and wife, Nora Thallman, of Bandera County, Texas, for and in consideration of the sum of EIGHTY THOUSAND AND NO/100 (\$80,000.00) DOLLARS to us paid and secured to be paid by Harold Trent and wife, Germaine Trent, as follows: The sum of \$20,000.00 in cash to us in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, and that certain promissory note of even date herewith executed by the Grantees payable to Roland Thallman in the principal sum of \$60,000.00, bearing interest at the rate of 6% per annum, said note being payable in annual installments of \$6,178.20, or more each, including interest accrued on the unpaid principal balance, the first of such installments to be due and payable on or before the 5th day of October, 1968, with a like installment being payable on or before the 5th day of October of each year thereafter until such note is paid in full, said note being secured by the vendor's lien herein retained and by a Deed of Trust of even date herewith conveying the hereinafter described property from the Grantees herein to J. Burgin Davenport, Trustee, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto Harold Trent and wife, Germaine Trent, of Kerr County, Texas, all those certain tracts and parcels of land situated in the County of Bandera, State of Texas, about eight (8) miles East of the Town of Bandera, containing 470 acres of land, more or less, described as follows, to-wit:

FIRST TRACT: 320 acres, more or less, out of the East part of Survey No. 11, H E & W T Ry. Co., Cert. No. 816, Abstract No. 703, Patent No. 110, Vol. 58, dated April 11, 1881, described as follows:

BEGINNING at a rock mound on the North or N.E. corner of Survey No. 250.2, R. Dunlap;

THENCE S 57 W. with line of said Survey 950 vrs. to its West corner;

THENCE N. 82 1/2 W. 514 vrs. to corner on line of a tract sold

to J. M. Kendall;

VOL 128 PAGE 223

THENCE N. 33° W. 600 vrs. to another corner of said Survey;

THENCE N. 57° E. 950 vrs. to a rock mound from which a L. O. 6° brs. N. 20° E. 13-2/3 vrs.; a corner of Survey No. 8,

C C S D & R G N G Ry. Co.;

THENCE N. 25½° E. with line of said Survey, 455 vrs. to rock mound;

THENCE S 6¼° E 1436 vrs. to rock mound;

THENCE S 32° W 764 vrs. to rock mound on line of Survey 250.2 from which a L O 6° brs. S. 15½° W. 14-2/5 vrs., a L O 6° brs. S. 25° W. 15-2/3 vrs.;

THENCE N. 33° W. 321 vrs. to the place of beginning.

SECOND TRACT: 150 acres, more or less, out of the North part of Survey No. 250.2, Robert Dunlap, Abstract No. 532, Patent No. 431, Vol. 9, dated September 13, 1879, described by metes and bounds as follows:

BEGINNING at rock mound 375 vrs. N. 57° E. from Wm. J.

Hamilton's N. corner Survey No. 250.1 a L O 8° brs. S 26½° E. 7 vrs.;

THENCE S 57° W. 375 vrs. to rock mound Hamilton's North corner and the S. E. corner of a 10 acre tract out of this Survey; sold to John Edwards;

THENCE N. 33° W. 98 vrs. another corner said ten acre tract;

THENCE S. 57° W. 575 vrs. to rock mound, another corner said ten acre tract on W. line of Survey No. 250.2 of this tract is a part;

THENCE N. 33° W. 852 vrs. to a rock mound, a L O 4° brs. W 25-2/3 vrs. a B J brs. 26-2/3 vrs.;

THENCE North 57° E. 950 vrs. to a rock mound a L O brs. N. 56° E. 26-2/3 vrs.;

THENCE South 33° E. 950 vrs. to the place of beginning.

VOL. 128 PAGE 224

This conveyance is made subject to that certain twenty (20') foot road easement along the West fence line of the 320 acre tract hereinabove described in favor of Lawrence Edwards, his heirs and assigns.

This conveyance is made subject to that certain oil, gas and mineral lease dated the 2nd day of January, 1967, executed by the undersigned to Shell Oil Company, recorded in Volume 119, page 505, Deed Records of Bandera County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any-wise belonging unto the said Grantees, their 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 Grantees, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR HANDS on this the 5th day of June, A.D. 1967



Roland Thallman
Roland Thallman

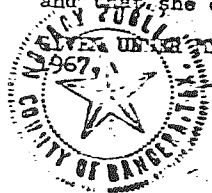
Eora Thallman
Eora Thallman

THE STATE OF TEXAS

COUNTY OF BANDERA

VOL 128 PAGE 225

BEFORE ME, the undersigned authority on this day personally appeared ROLAND TEALIMAN and NORA TEALIMAN, his wife, both 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, and the said NORA TEALIMAN wife of the said ROLAND TEALIMAN having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said NORA TEALIMAN acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



DELIVERED UNDER MY HAND AND SEAL OF OFFICE this the 5th day of June, A.D.

Gleason Roberts
GLEASON ROBERTS

Notary Public in and for Bandera
County, Texas.

FILED FOR RECORD on the 5th day of June, A.D. 1967 at 4:01 o'clock P.M.
RECORDED on the 8th day of June, A.D. 1967 at 8:43 o'clock A.M.
DEED RECORDS, Bandera County, Texas, Volume 128, Pages 222-225.

By *R. L. Baker* Deputy. ROSCOE L. HAYES, CLERK COUNTY COURT.

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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 18th day of July A.D. 1927.

SEAL.

W.R. Fletcher

Notary Public in and for Bandera County, Texas.

Filed for record in my office the 19th day of Sept. A.D. 1927 at 1:10 o'clock P.M. and duly recorded the 20th day of Sept. A.D. 1927 at 4:30 o'clock P.M. in the Deed Records of said County in Volume U 1 on Pages 251-253.

Seal.

Mrs Mark W. Bingle
Clerk County Court, Bandera County, Texas.

MINERAL CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: That H.E. Lucas a single man of Bandera County, State of Texas, hereinafter called grantors (whether one or more) for the consideration of one dollar and other valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, sell, convey, assign and deliver unto the PURE ROYALTY COMPANY of Dallas, Texas, hereinafter called grantee, its successors, executors, administrators and assigns, an undivided One-Sixteenth (1/16) interest in and to all of the oil, gas, casinghead gas and all other minerals in, on and under or which may be produced from the following described land situated in Bandera County, Texas, more particularly described as follows:

First: Beginning at a rk md the north or N E Corner of Survey No. 250.3 R. Dunlap; thence S 57 W with line of said Survey 950 vrs to its west cor; Thence N 82½ W 514 vrs. to cor on line of a tract sold to J.M. Kendall; Thence N 33 W 600 vrs to another cor. of said Survey; Thence N 57 E 950 vrs. to a rk md fr wh a L.O. brs N 20½ E 13 2/3 vrs. a cor. of sur No. 8 C C S D & R G N B Ry Co. thence N 25½ E with line of sd Sur. 855 vrs to rock mound; Thence S 64½ E 1836 vrs. to rock md; Thence S 32 W 764 vrs. to rock md on line of Sur #250.2 from wh a L.O. 6" brs S 15½ W 14 2/3 vrs L.O. 6" brs S 25 W 15 2/3 vrs; thence N 33 W 321 vrs to the place of beginning, containing 320 acres of Survey No. 11 Cert No. 816, patented to Joel Townsend, assignee of H E & W T Ry Co. by letter patent No. 110 Vol. 52 issued April 11, 1881

Second: 150 acres out of Survey No. 259.2 patented to Robert Dunlap by letter patent No. 431 Vol. 9 issued Sept. 13th 1879 described by metes and bounds as follows; Beginning at rk md 375 vrs N 50 E from Wm.J. Hamilton's N Cor Sur No. 250.1 a L.O. 8" brs S 26½ E 7 vrs; Thence S 57 W 375 vrs to rk md Hamilton's N Cor. and S E Cor of a 10 acre tract out of this survey sold to John Edwards thence N 33 W 98 vrs. another cor said ten acre tract; thence S 57 W 575 vrs to rk md another cor. said ten acre tract on W line of survey No. 250.2 of this tract is a part; Thence N 33 W 852 vrs to a rk md a L.O. 4" brs W 25 2/3 vrs a B.J. 26 2/3 vrs; Thence N 57 E 950 vrs to rk md L.O. brs 56 E 26 2/3 vrs; Thence S 33 E 950 vrs to the beginning.

and containing 470 acres, more or less.

It is further agreed that if there is no valid oil or gas or mineral lease now on said premises, the grantor shall have and does reserve the exclusive right to, and may if he deems advisable but is not required so to do, execute a lease for oil or gas or other minerals at any time, covering said land, or any part thereof, at such price and upon such terms as he desires, and the rentals to be paid in lieu of commencing a well, and other provisions of such lease as shall be deemed advisable by the grantor, retaining all moneys received for leases and rentals, and such lease shall be of the same effect as though the grantor was the owner of the entire ^{title} right and estate in said lands, that is to say, the grantor shall have the exclusive right to execute a lease which shall give lessee the right

DEED U-1

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to the entire interest in the oil or gas or other minerals, with the exception of the royalty to be reserved to the grantee herein. In the event there is an existing valid lease covering said land, and for any reason said lease becomes cancelled and forfeited or inoperative, then thereafter the grantor shall have the same right and power to execute a new lease as is provided in the preceding sentence and the same right upon the expiration of any lease. As to all leases, the grantee shall have an undivided interest herein above conveyed in all the oil or gas or other minerals produced from said land, payments of which shall be made direct to grantee by the lessee. The undivided interest herein conveyed shall be free and clear of any and all expense incurred in said operation development of said land.

TO HAVE AND TO HOLD unto the said grantee, its successors, executors, administrators and assigns for a period of ten years from this date and as long thereafter as oil, gas or other minerals are produced from said land, and grantor hereby warrants the title to the property and rights herein conveyed, unto the grantee, its successors, executors, administrators and assigns, against every person claiming or to claim the same or any part thereof.

The terms hereof shall extend to and be binding upon the parties, their heirs, executors, administrators, successors and assigns.

WITNESS the signature of the grantors this 18th day of March 1927.

H.E. Lucas

THE STATE OF TEXAS)

County of Bandera)

Before me, the undersigned authority, on this day personally appeared H E Lucas, a single man 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 the 18th day of March A.D. 1927.

SEAL.

W. R. Fletcher

Notary Public in and for Bandera County, Texas.

Filed for record in my office the 19th day of Sept. A.D. 1927 at 1:15 o'clock P.M. and duly recorded the 21st day of Sept. A.D. 1927 at 8:35 o'clock A.M. in the Deed Records of said County in Volume U 1 on Pages 253-254.

Seal.

Wm. Mark M. Boyd
Clerk County Court, Bandera County, Texas.

MINERAL CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: That R B Fries, a single man, Bandera County, State of Texas, hereinafter called grantors (whether one or more) for the consideration of one dollar and other valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, sell, convey, assign and deliver unto the PUKE ROYALTY COMPANY of Dallas, Texas, hereinafter called grantee, its successors, executors, administrators and assigns, an undivided One Sixteenth (1/16) interest in and to all of the oil, gas, casinghead gas and all other minerals in, on and under or which may be produced from the following described land situated in Bandera County, Texas, more particularly described as follows:

✓ First Tract; 180 acres out of sur No. 45½; patented to James Walker by patent No. 565, Vol. 12 being all of said Survey.

✓ Second; 23 acres out of Survey No. 47 patented to William I. Lewis by patent No. 114 Vol. 3.

✓ Third; 48 acres on of survey No. 46 patented to Francis Winans by patent No. 314 Vol. 1.

✓ Fourth; 420 acres out of Sur. No. 46.9 patented to Albert Maverick, asse by patent No.

H E & W T A 223

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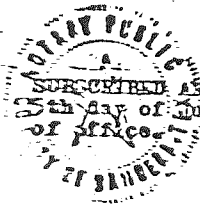
THE STATE OF TEXAS }
COUNTY OF BANDERA }

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VOL 128 PAGE 221

BEFORE ME, the undersigned authority on this day personally appeared Roland N. Thallman, who, being first duly sworn, deposes and says: That he was married to Ethel McCarthy on the ____ day of _____, 1929, and during their marriage they acquired as their community property 470 acres of land, being 320 acres out of Survey No. 11, H E & W T Ry. Co. and 150 acres out of Survey 250.2, Robert Dunlap, situated in Bandera County, Texas; that the said Ethel Thallman died intestate on August 16, 1943. No child was born to or adopted by the said Ethel Thallman as a result of our marriage and the said Ethel Thallman died without issue, not ever having had any child and without having adopted any child. No child lived with us under any circumstances or conditions which would result in adoption by estoppel.

Roland N. Thallman
Roland N. Thallman



SUBSCRIBED AND SWORN TO before me by Roland N. Thallman, on this the 5th day of June, A.D. 1967, to certify which witness my hand and seal of office.

Glendon Roberts
Glendon Roberts
Notary Public, Bandera County, Texas.

THE STATE OF TEXAS }
COUNTY OF BANDERA }

BEFORE ME, the undersigned authority on this day personally appeared ROLAND N. THALLMAN 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.



WITNESSED BY MY HAND AND SEAL OF OFFICE this the 5th day of June, A.D. 1967.

Glendon Roberts
Glendon Roberts
Notary Public in and for Bandera County, Texas.

FILED FOR RECORD on the 5th day of June, A.D. 1967 at 4:00 o'clock P.M.
RECORDED on the 8th day of June, A.D. 1967 at 8:41 o'clock A.M.
DEED RECORDS, Bandera County, Texas, Volume 128, Pages 221.

By L. L. Baker Deputy. ROSCOE L. HAYES, CLERK COUNTY COURT.

BTC GR# 01-1424

0127649

ROAD MAINTENANCE AGREEMENT

I.

DEFINED TERMSDATE: November 8, 2001

PARTIES:

- A. Association. An Association called the EDWARDS RANCH JOINT Venture, #2, a Texas Joint Venture ("ERJV"), including the successors and assigns of the original Association.
- B. Owners. Persons or entities, whether one or more, owning fee simple record title to the Appurtenant Properties, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also refer to persons or entities owning fee simple record title to other properties which are provided access to and from the public thoroughfare currently known as BEAR SPRINGS ROAD by means of the Road Property, which owners have joined in and ratified the terms of this Agreement, and which properties have been annexed into this Agreement in accordance with its terms.

CONSIDERATION: The mutual covenants and agreements made in this instrument.

PROPERTIES:

- A. Road Property. All of that property over which the road ("Road") has been or will be constructed and which is shown on the survey ("Road Survey"), which Road Survey is attached hereto as Exhibit "A" incorporate herein by reference, and which provides vehicular and pedestrian access to and from Bear Springs Road.
- B. Appurtenant Properties. Those properties owned by the Owners.

PURPOSE: For providing free and uninterrupted pedestrian and vehicular ingress and egress to and from the Appurtenant Properties, and portions thereof, to and from the public thoroughfare which is currently known as Bear Springs Road, Bandera County, Texas.

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#2.

RECITALS

First. This Agreement is intended to provide a means for properly maintaining the Road and the Road Property in a fair and reasonable manner;

Second. The benefits and burdens of this Agreement shall run with the land which makes up the Appurtenant Properties, and shall be binding on and inure to the benefit of all parties having any right, title or interest in such properties or any part hereof, their heirs, successors, personal representatives and assigns.

#21.

AGREEMENT

1. Owners' Easements for Use. Every Owner will have the right and non-exclusive easement over, upon and across the Road Property for the Easement Purpose and for the benefit of the Appurtenant properties, and portions thereof, together with all singular the rights and appurtenances thereto in any wise belonging to the Association. The following terms and conditions will apply to the easement:
 - a. Character of Easement. The easements granted are appurtenant to, and will run with, the Appurtenant Properties, and portions thereof, whether or not such easements are referenced in any conveyance of the Appurtenant Properties, and/or any portion(s) thereof.
 - b. Duration of Easement. The easements are perpetual.
 - c. Exclusiveness of Easement. The easements are nonexclusive, and the Association reserves for itself, and its successors and assigns, the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to the rights and interest provided for here.
2. Maintenance of Road. The Association intends to maintain the Road Property in a manner deemed appropriated by the Association. This intention to maintain shall neither inure to the benefit of, nor create any rights or claims in, any third party which is not an Owner herein. Such maintenance authority shall include, but not be limited to: (1) the right to eliminate any encroachments to or on the road; (#2) the right to construct a road together with any and all culverts, bridges, drainage ditches, sewer facilities and other similar utilities and facilities relating thereto over or under all or any portion of the Road Property, all matters concerning or relating to said Road and related facilities, their configuration and the construction thereto to be at the sole discretion of the Association;

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and (#2i) the right to remove and/or relocate any fences located within the Road Property or along or near the boundary lines thereof as may be reasonably necessary in order to maintain said Road and related facilities.

3. Expense Assessments. The expenses of such maintenance shall be paid by the Owners in a prorated manner based upon a ration. It is recognized that non-Association owners of property which fronts upon the Road Property may benefit from the maintenance of the Road Property and the Association retains all rights which might otherwise be available to cause such non-Association members to pay their fair share of the expenses of maintaining the Road, including the cost for enforcement of such rights and claims, since their use of the Road Property contributes to the deterioration of it and the need for maintenance. The Association may approve a different basis for prorating the assessments so long as such different basis is fair and reasonable under the circumstances.
4. Exclusion of Liability. Neither the Owners nor the Association shall have liability for damages or injury caused to persons using the Road Property. All travelers on and users of the Road Property use it at their own risk and peril. In no event shall the liability of the Association and/or the Owners be greater than those who use but do not participate in the maintenance of the Road Property.
5. Miscellaneous.
 - a. Amendment. This Agreement may be amended by a majority vote of the Owners, as such voting rights are determined herein.
 - b. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party.
 - c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.
 - d. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principal that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the County in which the Property is situated.

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- e. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
- f. Dispute Resolution Procedure. The parties agree to mediate in good faith to resolve any dispute under this Agreement before filing a suit for damages, to resolve any dispute under this Agreement. Following mediation, all unresolved issues shall be resolved by binding arbitration. Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules.
- g. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its right hereunder until the applicable statute of limitation period has run.
- h. Further Assurance. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.
- i. Indemnity. Each party hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs (including, without limitation, the costs of litigation and attorney's fees), claims, causes of action, damages and liabilities that are attributable to the breach by the indemnifying party of any of the provisions of this Agreement.
- j. Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
- k. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reasons be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain amount the parties, such invalidity, illegality or unenforceability shall not

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affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the contest, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent of for any purpose, to limit or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason or authorship or origin of language.

- l. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not, shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.
- m. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.
- n. Time. Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal baking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal baking holiday, then that obligation shall be performable on the next following regular business day.

ATTACHMENTS AND EXHIBITS: SEE EXHIBIT "A" (1 and 2)

EXECUTED ON THIS 8 DAY OF NOVEMBER, 2001.

ASSOCIATION:

EDWARDS RANCH JOINT Venture, #2
a Texas joint Venture

By: Jeanene E. Mansfield
JEANENE E. MANSFIELD
Partner

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OWNERS:

x Eddie K. & Cardyn A. Taylor

Address: 910 6255 Montgomery Rd.
San Antonio, TX 78252

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x Cardyn A. Taylor

Address: _____

x Jeffrey R. Payne

Address: 11115 Grey Park Dr.
San Antonio TX 78249

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x Jessie S. Payne

Address: " "

x Juanita S. Wallace

Address: 9713 KELTON
SAN ANTONIO, TX 78250

x Jeanne E. Mansfield

Address: 910 10548 Hwy 16 S.
Pipe Creek, TX 78063

x L. Keith Mansfield

Address: " "

x J. B. Edwards
J. B. Edwards

Address: P.O. Box 63162
Pipe Creek, TX 78063

x Helen C. Edwards
Helen C. Edwards

Address: " "

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Paul E. Richardson
Paul E. Richardson aka Tarntoe

Address: 7749 Hwy 16 S.
Pipe Creek Tx 78063

George H. Leland
George H. Leland

Address: c/o 6926 Alabama
Manvel, Tx. 77578

Janice E. Leland
Janice E. Leland

Address: " "
" "

* Jerry Turner
Jerry Turner

Address: c/o 5900 Lakeshore Dr.
Lago Vista, Tx. 78645

* Louise M. Turner
Louise M. Turner

Address: " "
" "

Dan L. Cox
Dan L. Cox

Address: 434 Scenic Pass
Pipe Creek, Tx 78063

Carol A. Cox
Carol A. Cox

Address: " "
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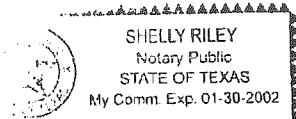
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STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
JEANENE E. MANSFIELD, General Partner, of EDWARDS RANCH JOINT Venture, #2, a
Texas Joint Venture.



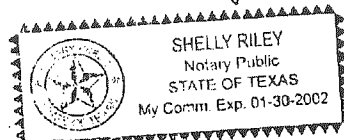
Shelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Eddie K. Taylor



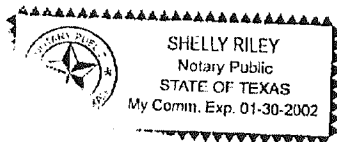
Shelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Carolyn A. Taylor



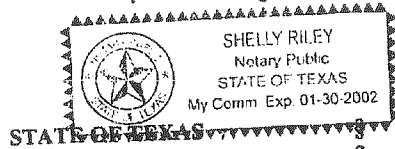
Shelly Riley
Notary Public, State of Texas

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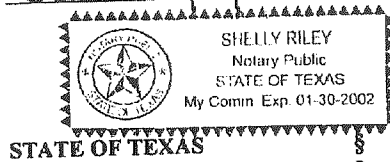
STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Jeffrey R. PayneShelly Riley
Notary Public, State of Texas

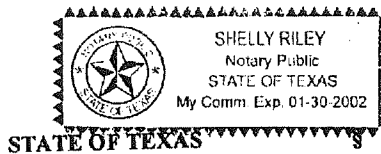
STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Jeanine PayneShelly Riley
Notary Public, State of Texas

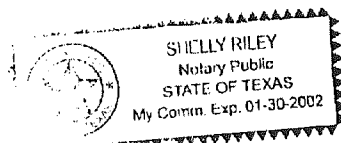
STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Juanita S. WallaceShelly Riley
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BANDERA

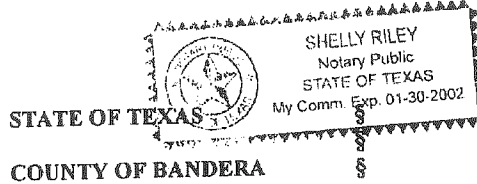
This instrument was acknowledge before me on this 8 day of November, 2001 by
Jeanne E. MansfieldShelly Riley
Notary Public, State of Texas

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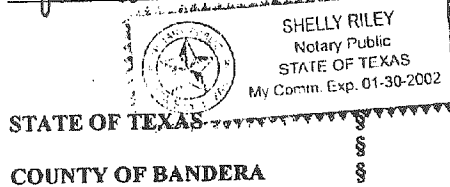
STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 byL. Keith MansfieldShelly Riley
Notary Public, State of Texas

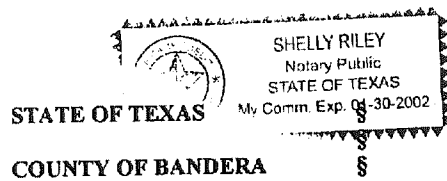
STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 byJo EdwardsShelly Riley
Notary Public, State of Texas

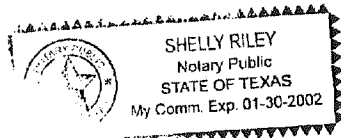
STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 byHelen C. EdwardsShelly Riley
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 byArld E. Richardson, IIIShelly Riley
Notary Public, State of Texas

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STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
George H. Reland



SHELLY RILEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-30-2002

Shelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Janice E. Reland



SHELLY RILEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-30-2002

Shelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Jerry Turner



SHELLY RILEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-30-2002

Shelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Raise M. Turner



SHELLY RILEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-30-2002

Shelly Riley
Notary Public, State of Texas

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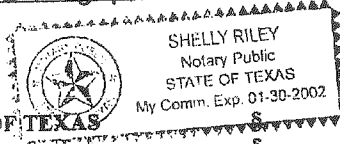
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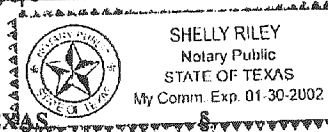
COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Dan L. CoxShelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this 8 day of November, 2001 by
Carol A. CoxShelly Riley
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this ____ day of November, 2001 by

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BANDERA

This instrument was acknowledge before me on this ____ day of November, 2001 by

Notary Public, State of Texas

0127649

PREPARED IN THE LAW OFFICE OF:

TAYLOR & RUHNKE, P.C.
598 HWY 16 SOUTH
BANDERA, TEXAS 78003

AFTER RECORDING RETURN TO:

BANDERA TITLE COMPANY
598 HWY 16 SOUTH
BANDERA, TEXAS 78003

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FIELD NOTES
ACCESS EASEMENT NO. 1
EDWARDS JOINT VENTURE NO. 2
BANDERA COUNTY, TEXAS

Being a 40.00 foot wide access easement over and across a called 320 acre tract of land conveyed by J. Kent Trinkle and wife, Jo Anne D. Trinkle, to Anthony B. Cantrell and Judith Ann Jonke Cantrell, by Warranty Deed with Third Party Vendor's Lien dated January 12, 1993, recorded in Vol. 395, Page 618, of the Official Records of Bandera County, Texas, said easement containing 6.89 acres of land, 4.25 acres being out of the G. L. Vawter Sur. No. 12, Abs. No. 1932, 1.93 acres being out of the F. Gerodett Sur. No. 8, Abs. No. 1829, and 0.71 acres being out of the J. Newcomer Sur. No. 13, Abs. No. 2229, said easement's centerline being more particularly described as follows:

BEGINNING at a point in the south line of said 320 acre tract N60°05'58"W a distance of 20.25 feet from its southeast corner, said point also being S82°26'35"E a distance of 4117.30 feet from the east corner of the J. L. Newcomer Sur. No. 13, Abs. No. 2229;

THENCE N21°15'12"E a distance of 80.08 feet to a point that bears N63°46'38"W a distance of 20.08 feet from an iron rod in the southeast line of said 320 acre tract;

THENCE N31°11'03"E a distance of 282.77 feet to a point that bears S89°38'39"W a distance of 23.47 feet from an iron rod at an angle point in the east boundary of said 320 acre tract;

THENCE N31°55'01"W a distance of 635.53 feet to an angle point;

THENCE N80°06'57"W passing an iron rod at 26.83 feet a total distance of 844.55 feet to an iron rod;

THENCE from iron rod to iron rod as follows:

N28°10'59"W - 724.32 feet,

N78°54'27"W - 502.46 feet,

N78°54'29"W - 651.77 feet,

N65°31'44"W - 272.60 feet,

N63°01'05"W - 345.86 feet,

N85°13'35"W - 625.82 feet,

N85°13'35"W - 102.46 feet,

S45°05'17"W - 125.81 feet,

S45°05'17"W - 210.00 feet,

S3°41'36"W - 98.72 feet,

S34°45'51"W - 580.03 feet, and

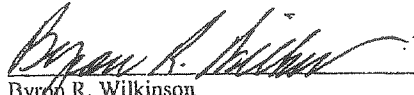
S47°48'54"W - 1421.99 feet to a point that bears S84°51'43"W a distance of 1301.68 feet from the east corner of the J. L. Newcomer Sur No. 13, Abs. No. 2229.

Exhibit "A"

0127649

Said easement containing 6.89 acres of land, more or less.

These field notes are made from a survey and drawing made under my supervision dated October 30, 2001.



Byron R. Wilkinson

Registered Professional Land Surveyor No. 1537

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Filed for Record in:
Bandera County

On: Nov 09, 2001 at 01:36PM

As a
Recording

Document Number: 0127649

Amount 37.00

Receipt Number - 23641

By
Patty Boaglio

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 on the date and time stamped herein by me
and was duly recorded in the value and page
of the taxed records of:
Bandera County
as stamped herein by me.

Nov 09, 2001

Bernice Bates,
Bandera County Clerk

Exhibit "A"