

204731



7 PGS  
DCC

20144486

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, S. & R. SCHMALZRIED LIMITED PARTNERSHIP, a Texas limited Partnership, is the owner of the following tract of land:

Being 167.7 acres of land, more or less, situated in Gillespie County, Texas, and comprises parts of the following surveys with the following approximate acreages: 162.3 acres of land, part of the Juana Francisca Flores Survey No. 13, Abstract No. 219; 5.4 acres of land, part of the Charles Renz Survey No. 889, Abstract No. 969; and being part of that 288 ½ acre tract and part of that 2 ½ acre tract of land conveyed to Irene Alberthal by Ester Schlueter in Volume 104, Page 777 of the Deed Records of Gillespie County, Texas, and being described in Volume 68, Pages 123-124 and Volume 41, Pages 29-30 of said Deed Records. Said 167.7 acre tract of land is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

WHEREAS, S. & R. SCHMALZRIED LIMITED PARTNERSHIP will convey the above-described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, held, sold, transferred and conveyed subject to all of the terms and provisions set forth below which are for the purpose of protecting the value and desirability of, and which shall run with, said Property and shall be binding on all parties having a right, title or interest in or to the above-described property or any part thereof, and their heirs, successors and assigns and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, any contract or deed which may hereafter be executed in connection with said tract or tracts or any part thereof shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. OWNER shall refer to the record owner, whether one or more persons or entity, of the fee simple title to any portion of the above-described property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. TRACT shall refer to any portion of the land as owned by any Owner.

1.03. GRANTOR as used in these restrictions shall refer to S. & R. SCHMALZRIED LIMITED PARTNERSHIP, its successors or assigns.

1.04. PROPERTY shall mean and refer to that certain real property hereinbefore described as follows:

Being 167.7 acres of land, more or less, situated in Gillespie County, Texas, and comprises parts of the following surveys with the following approximate acreages: 162.3 acres of land, part of the Juana Francisca Flores Survey No. 13, Abstract No. 219; 5.4 acres of land, part of the Charles Renz Survey No. 889, Abstract No. 969; and being part of that 288 ½ acre tract and part of that 2 ½ acre tract of land conveyed to Irene Alberthal by Ester Schlueter in Volume 104, Page 777 of the Deed Records of Gillespie County, Texas, and being described in Volume 68, Pages 123-124 and Volume 41, Pages 29-30 of said Deed Records. Said 167.7 acre tract of land is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

## II.

### BUILDING RESTRICTIONS

2.01. Commercial storage containers, recreational vehicles, travel trailers, buses, mobile homes, modular homes, pre-manufactured homes and/or industrial homes are not permitted on any tract, except for existing structures. However, recreational vehicles or travel trailers are permitted to be used for a one time period not to exceed 12 months if they are being used as temporary quarters during the construction of a residential home.

2.02. All tracts shall be used for single family residential dwelling purposes.

2.03. Homes are limited on each tract to one single family dwelling and one guest house/mother in law dwelling. The single family dwelling shall have a minimum of 1,800 square feet of heated and cooled living area. The guest house dwelling shall have a minimum of 1,000 square feet of heated and cooled living area. The guest house dwelling can be used as a short term rental such as a bed and breakfast.

## III.

### USE RESTRICTIONS

3.01. Owners of each tract have the responsibility of complying with all applicable health codes as well as all police, city, county and state laws and regulations.

3.02. The owner of any tract that has a boundary/perimeter fence for all of the tracts, must maintain such fences and gates in a manner that will prohibit livestock from entering the tracts.

3.03. Livestock is permitted however the allowance of livestock must adhere to the laws, codes and regulations of Gillespie County and it is the responsibility of the tract owner(s) who wishes to have such animals, to erect fences which will restrain the livestock within that owner's tract.

3.04. Hunting which is done in a safe and professional manner to where it does not jeopardize the safety of others or the peaceful enjoyment of others on adjoining tracts is permitted. However, no prolonged or consistent discharge of firearms is allowed on any tract. Safe use of firearms is of the utmost importance of the tract owners.

3.05. No commercial feeding or commercial breeding operations of any animals, including

fowl is permitted on any tract.

3.06. No structure including but not limited to hunting blinds or feeders, wells or well houses, septic systems or buried utilities can be placed within 75 feet of a boundary property line on any tract.

3.07. No equipment, vehicles or trailers, as well as materials or miscellaneous debris, can be stored within 75 feet of any boundary property line on any tract.

3.08. No abandoned or inoperative equipment or vehicles or junk of any kind are permitted anywhere on any tract. Each tract must be kept clean and neat in appearance and free of litter at all times.

3.09. Subdivision of any tract of less than 25 acres is prohibited.

#### IV.

#### MISCELLANEOUS

4.01. These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Grantor until January 1, 2040, at which time said restrictive covenants shall be automatically extended without further notice for successive periods of ten (10) years until such time that the owners of 75% of the acreage contained within the Property shall execute an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract owners.

4.02. Grantor shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Grantor only, filed for record in the office of the County Clerk of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein. Amendments shall be effective upon filing the amended restrictions with the County Clerk of Gillespie County, Texas.

4.03. If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be affected thereby, nor shall any failure of the Grantor or Tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

4.04. Grantor and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

EXECUTED this 29<sup>th</sup> day of October, 2014.

S. & R. SCHMALZRIED LIMITED PARTNERSHIP, a Texas Limited Partnership

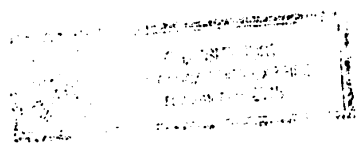
BY: [Signature]  
STEVEN J. SCHMALZRIED, General Partner

BY: [Signature]  
REBECCA M. SCHMALZRIED, General Partner

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 29<sup>th</sup> day of October, 2014, by STEVEN J. SCHMALZRIED, General Partner of S. & R. SCHMALZRIED LIMITED PARTNERSHIP, on behalf of said entity.

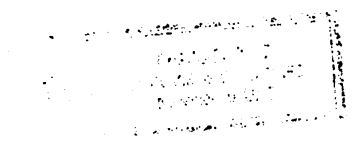


[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 29<sup>th</sup> day of October, 2014, by REBECCA M. SCHMALZRIED, General Partner of S. & R. SCHMALZRIED LIMITED PARTNERSHIP, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS, \*  
 COUNTY OF GILLESPIE. \*

167.7 acre tract

Field notes and accompanying plat of a survey of 167.7 acres of land, more or less, made at the request of Irene Alberthal. Said land is situated in Gillespie County, Texas, and comprises parts of the following surveys with the following approximate acreages:

162.3 acres of land, part of the Juana Francisca Flores Survey No. 13, Abstract No. 219;  
 5.4 acres of land, part of the Charles Renz Survey No. 889, Abstract No. 969,  
 and being part of that 288 1/2 acre tract and part of that 2 1/2 acre tract of land conveyed to Irene Alberthal by Ester Schlueter in Volume 104, page 777 of the Deed Records of Gillespie County, Texas, and being described in Volume 68, pages 123-124 and Volume 41, pages 29-30 of said Deed Records.

Said 167.7 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar set in the North Right-of-Way line of Ranch Road 2721 as described in a Right-of-Way Deed found of record in Volume 85, pages 600-602 of said Deed Records, for the S.E. corner of this tract of land, from which a 1/2 inch steel bar set in said Right-of-Way line for the S.W. corner of that 50.66 acre tract of land described in a conveyance to Clark Behrends, et ux, by William Alberthal, et ux, dated August 22, 2001, found of record in Volume 431, page 662 of the Official Public Records of Gillespie County, Texas, bears N. 89 deg. 50 min. 20 sec. E. 715.55 feet;

THENCE with the North Right-of-Way line of Ranch Road 2721 as follows:

S. 89 deg. 50 min. 20 sec. W. 1348.71 feet to a concrete Right-of-Way monument;  
 with the arc of a curve to the left having a radius of 1950 feet, in a westerly direction, a distance of 606.25 feet (L.C. bears S. 80 deg. 57 min. 45 sec. W. 603.82 feet) to a concrete Right-of-Way monument;  
 S. 72 deg. 04 min. 50 sec. W. 571.14 feet to a point in the centerline of the Klein-Ahrens (county) Road, for the S.W. corner of this tract of land;

THENCE with the centerline of said Klein Ahrens Road as follows (1/2 inch steel bars set at angle points):

N. 3 deg. 48 min. 00 sec. E., at 2.1 feet a 1/2 inch steel bar set, 357.33 feet in all;  
 N. 11 deg. 24 min. 25 sec. W. 133.05 feet;  
 N. 20 deg. 03 min. 40 sec. W. 577.07 feet;  
 N. 17 deg. 54 min. 45 sec. W. 284.14 feet;  
 N. 7 deg. 11 min. 10 sec. W. 141.18 feet;  
 N. 3 deg. 03 min. 45 sec. E. 348.55 feet;  
 N. 3 deg. 18 min. 40 sec. W. 256.75 feet;  
 N. 9 deg. 04 min. 35 sec. E. 174.25 feet;  
 N. 19 deg. 02 min. 25 sec. E. 182.89 feet;  
 N. 29 deg. 32 min. 55 sec. E. 335.09 feet;  
 N. 9 deg. 47 min. 00 sec. E. 116.76 feet;  
 N. 0 deg. 04 min. 25 sec. W. 174.77 feet to a point in a cattleguard in the as fenced and occupied South line of that 41.43 acre tract of land described in a conveyance to Alfred Duecker, Jr., found

Continued on page 2 of 2

Page 2 of 2

167.7 acre tract

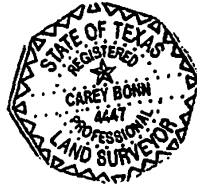
of record in Volume 93, pages 173-175 of said Deed Records, and in the most northerly occupational North line of said 288 1/2 acre tract, for the N.W. corner of this tract of land;


THENCE with the general course of a fence along the occupational South lines of said 41.43 acre tract and that 40.8 acre tract also described in said Alfred Duecker, Jr. Deed, and the most northerly occupational North line of said 288 1/2 acre tract, as follows:

- N. 89 deg. 51 min. 45 sec. E., at 18 feet passing a fence corner post, 634.39 feet to a steel post;
- N. 89 deg. 54 min. 25 sec. E. 980.95 feet;
- N. 89 deg. 47 min. 25 sec. E. 895.53 feet to a 1/2 inch steel bar set, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 09 min. 25 sec. E. 2702.15 feet to the PLACE OF BEGINNING.

Survey completed January 18, 2001  
Revised January 25, 2001



  
Carey Bonn  
Reg. Prof. Land Surveyor No. 4447  
Bonn Surveying 830-997-3884

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Mary Lynn Rusche*

Mary Lynn Rusche, County Clerk  
Gillespie County, Texas



October 31, 2014 11:15:11 AM

FEE: \$40.00 CCHEESEMAN 20144486  
DCC





For the single acknowledgement of one person, man or woman, married or unmarried, use:  
The State of Texas, )

County of Kerr )

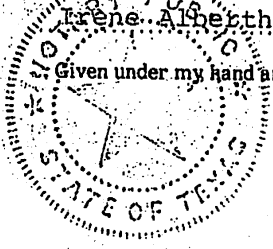
Before me, the undersigned authority, on this day personally appeared Irene Alberthal,  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

Irene Alberthal executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20 day of November, A.D. 19 80.

Andrea Palmer  
Notary Public, Kerr County, Texas.

Notary Public, Kerr Co., Texas  
My Commission Expires 6/1/82



VOL. 145 PAGE 773

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 145 Pages 772-773, filmed on the 30th day of December, A.D. 19 81.

DORIS LANGE, Clerk, by Debbie L. Wahl Deputy.  
Debbie L. Wahl

\*\*\*\*\*

\*\*\*\*\*

TITLE PAGE

Filed 25rd day of December A.D. 1981 at 11:00 o'clock A.M.  
and recorded 30th day of December A.D. 1981 at 9:10 o'clock A.M.  
in Volume 145 , pages 772-773 , Official Public Records of Real  
Property Deed. DORIS LANGE, CIK. Co. Ct., Gillespie County, Texas.

Filed by Debbie L. Wahl Deputy.  
Debbie L. Wahl

IRENE ALBERTHAL, ET VIR

TO

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

2701 4th St.

Brownwood, Texas

EXCHANGE Stonewall 5167

FORM EO-122 (REV. 3-69)

THE STATE OF Texas

EASEMENT AND RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

ORDER NO. 686022

That We, Irene Alberthal and husband William Alberthal

VOL. 147 PAGE 842

~~of~~ the County of Kerr and State aforesaid, for and in consideration of the sum of One hundred and no/100 Dollars (\$ 100.00 ) to us in hand paid by General Telephone Company of the Southwest, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto General Telephone Company of the Southwest, its successors and assigns, an easement of right-of-way for a communication line, or lines, consisting of variable number of wires, and all other necessary or desirable appurtenances (including ~~cross arms~~ or poles made of wood, metal or other material, props and guys), at or near the location and along the general course now located and staked out by Grantee, over, under, across, and upon the following described property, to wit:

A portion of that certain tract or parcel of land being out of and a part of Survey #13 Juana Flores, Abstract 219, Survey 889, Charles Reinh, Abstract 969, Survey 258, A. Duecher, Abstract 1188, all of Gillespie County, State of Texas, said tract being conveyed by the Last Will and Testament of Esther Schluster, deceased, being Cause 4092, recorded in Volume 53 at Page 636 of the Probate Record of Gillespie County, State of Texas.

An easement ten (10) feet each side of a centerline, said centerline being the line formed by the placement of aerial telephone cable upon, over, and across the aforesaid tract, said easement specifically for the placement of cable on an existing Central Texas Electrical Cooperative line and for the construction, operation, and maintenance of a pole line, the actual location of which as agreed upon by Grantor & Grantee.

Situated in Gillespie County, Texas, and the Grantor (s) recognizes that the general course of said lines, as above described, is based upon preliminary survey only, and Grantor (s) hereby agree (s) that the easement hereby granted shall apply to the actual location of said lines when constructed.

The said easement is hereby expressly enlarged insofar as it is agreed to include the overhead easement and overhang of crossarms, wire or cable attached to the Grantee's poles, also to include the necessary easement to accommodate the said wires, fixtures, crossarms and guy wires. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its lines and appurtenances over, under, across and upon the above described property; the right to lay, replace, or other telephony, telegraph, or power companies, or governmental bodies, for the purpose of their lines, poles, or other appurtenances over, under, across and upon the above described property; and the right to trim or cut down trees or shrubbery, to the extent, in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said line and equipment or to remove possible hazards thereto.

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

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

EXECUTED this 21st day of May, 1982.

Irene Alberthal  
IRENE ALBERTHAL  
William Alberthal  
WILLIAM ALBERTHAL

DOC # A13

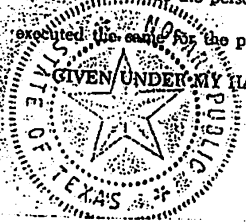
CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

VOL 147 PAGE 843

THE STATE OF Texas  
County of Kerr

BEFORE ME, the undersigned authority, on this day personally appeared Irene Alberthal and husband  
William Alberthal

known to me to be the person (s) whose name (s) is (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 21 day of MAY, A. D. 1982

(Name typed) JAMES W. BOWLIN *James W. Bowlin*

Notary Public KERR County, TEXAS

My commission expires 11-18-85

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 147 Pages 842-843, filmed on the 7th day of June, A.D. 1982.

DORIS LANGE, Clerk, by *Debbie L. Wahl* Deputy.  
Debbie L. Wahl

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TITLE PAGE

Filed 7th day of June A.D. 19 82 at 9:12 o'clock A.M.  
and recorded 7th day of June A.D. 19 82 at 11:00 o'clock A.M.  
in Volume 147 , pages 842-843 , Official Public Records of Real  
Property Deed. DORIS LANGE, CLK. Co. Ct., Gillespie County, Texas.

Filmed by Debbie L. Wahi Deputy.

WILLIAM ALBERTHAL TO  
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. 95-0057

P.O. BOX 553 • FREDERICKSBURG, TEXAS 78624

EASEMENT NO. \_\_\_\_\_

NAME \_\_\_\_\_



RIGHT OF WAY EASEMENT  
(Distribution)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

954588

That the undersigned William Alberthal hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P. O. Box 553, Fredericksburg, Texas 78624, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of GILLESPIE, State of Texas and more particularly described as follows:

A tract of land located approximately FOURTEEN (14) miles EAST (Show Direction Above)

from the town of FREDERICKSBURG, TX; and bounded on the north by land owned by:

ALFRED DUECKER JR  
on the south by land owned by:

FARM & MARKET RD #2721  
on the east by land owned by:

on the west by land owned by:  
ANTON STEHLING

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

The width of the easement shall be 70 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall inure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:

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

The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this the 4th day of January, 19 94.

DATE 1-4-94

William Alberthal L.S.  
William Alberthal

\_\_\_\_\_ L.S.

X

For the single acknowledgement of one person, man or woman, married or unmarried, use:  
The State of Texas, )

County of Kerr )

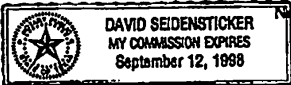
Before me, the undersigned authority, on this day personally appeared William Alberthal  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of January, A.D. 19 94

David Seidensticker

Notary Public, Kerr County, Texas.



For the joint acknowledgement of man and wife, use:  
The State of Texas, )

County of )

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

....., known to me to be the persons whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

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

Notary Public, ..... County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent  
executor, or whatever, use:  
The State of Texas, )

County of )

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

....., known to me to be the person whose name is subscribed to the

foregoing instrument; and acknowledged to me that .....  
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, ..... County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas, )

County of )

Before me, the undersigned authority in and for said County and State, on this day personally appeared

.....  
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after

being duly sworn by me, stated on oath that he saw .....  
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

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

Notary Public, ..... County, Texas.

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC  
COOPERATIVE, INC.

Filed

The 14th day of December, A.D. 19 95,  
at 12:02 o'clock P.M. in Gillette County

Records.

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

County Clerk

By: David Seidensticker, Deputy

After Recording Return To

CENTRAL TEXAS ELECTRIC  
COOPERATIVE, INC.

P. O. Box 538  
Fredericksburg, Texas 78624

Dial & Son Printing, Fredericksburg, TX 78624

954536

50  
60

297

454

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 297 Page 453-454 , filmed on the 15th day of December , A.D. 1995 .

DORIS LANGE, Clerk, by Felicia Cornehl Deputy.  
Felicia Cornehl

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TITLE PAGE

Filed 14th day of December A.D. 1995 at 12:02 o'clock P.M.  
and recorded 15th day of December A.D. 1995 at 9:20 o'clock A.M.  
in Volume 297 , pages 453-454 , Official Public Records of Real Property.

DORIS LANGE, Clerk County Court, Gillespie County, Texas

Filmed by Felicia Cornehl Deputy.  
Felicia Cornehl

IRENE ALBERTHAL

AND

ALFRED DUECKER, JR.

BOUNDARY LINE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

1. Parties. IRENE ALBERTHAL, joined herein pro forma by her husband, WILLIAM ALBERTHAL, hereinafter called "Alberthal", and ALFRED DUECKER, JR., a single man, hereinafter called "Duecker", are the parties to this agreement.

2. Subject and Purpose of Agreement. This agreement establishes and determines the exact location of the common boundary line between two adjoining tracts of land, one of which is owned by Alberthal and the other by Duecker, in order to eliminate the present existing doubt and uncertainty about the location of the land resulting from conflicting conveyances and the uncertainty regarding the location of the patented survey lines for adjoining surveys.

3. Tracts Affected. Alberthal owns the following tract of land, to-wit:

BEING that 288.5 acre tract of land out of Juana Francisca Flores Survey No. 13, Abstract No. 219, and Charles Renz Survey No. 889, Abstract No. 969, in Gillespie County, Texas, and being the tract of land conveyed to Irene Alberthal by Esther Schlueter in Deed dated December 13, 1972 and recorded at Volume 104, Page 777 of the Deed Records of Gillespie County, Texas, herein "Alberthal Tract."

Duecker owns the following tract of land, to-wit:

BEING that certain 41.43 acre tract of land out of Survey No. 889, Charles Renz, Abstract No. 969, Gillespie County, Texas, and being more particularly described in Deed recorded at Volume 93, Pages 173-175 of the Deed Records of Gillespie County, Texas, and that certain 40.8 acre tract of land out of Survey No. 889, Charles Renz, Abstract No. 969, in Gillespie County, Texas, and being more particularly described in Deed recorded at Volume 93, Pages 173-175 of the Deed Records of Gillespie County, Texas, herein "Duecker Tract."

The common boundary line between these two tracts is the one herein established and agreed upon.

4. Agreed Boundary Line. It is agreed between Alberthal and Duecker that the Boundary Line Agreement is executed to resolve uncertainties in ownership of real property that results from conflicting descriptions in instruments conveying the respective Alberthal tract and Duecker tract. These deeds purport to convey a tract of land to both Alberthal and Duecker and this Boundary Line Agreement is entered into to resolve forever such conflicts. The common

boundary line separating the two tracts above described, shall hereafter be established, located and determined as follows:

BEGINNING at a point in a cattle guard in the as fenced and occupied south line of that 41.43 acre tract of land described in a conveyance to Alfred Duecker, Jr. found of record in Volume 93, Pages 173-175 of the Deed Records of Gillespie County, Texas, for the Southwest corner of such 41.43 acre tract, in the most northerly occupational line of that 288 ½ acre tract of land described in a conveyance to Irene Alberthal by Esther Schlueter in Volume 104, Page 777 of the Deed Records of Gillespie County, Texas, for the most westerly point of this common boundary line;

THENCE with the general course of a fence along the occupational south line of said 41.43 acre tract of land and that 40.8 acre tract of land also described in Deed recorded at Volume 93, Page 173-175 of the Deed Records of Gillespie County, Texas, and the most northerly occupational line of said 288 ½ acre tract of land as follows:


North 89 degrees 51' 45" East at 18 feet passing a fence corner post, 634.39 feet to a steel post;  
North 89 degrees 54' 25" East 980.95 feet;  
North 89 degrees 47' 25" East 895.53 feet to a ½" steel bar set;  
South 89 degrees 56' 50" East 558.28 feet to a steel post;  
South 89 degrees 22' 20" East 290.30 feet to a pine corner post;  
North 89 degrees 29' 20" East 289.89 feet to a pine corner post, for the Southeast corner of the 40.8 acre Duecker tract of land and the most easterly point of the common boundary line.

5. Covenant Running with Land. This agreement establishing the common boundary line above described shall be a covenant running with the land as to each of the adjoining tracts above described, and shall be binding on Alberthal, her heirs and assigns, and on Duecker, his heirs and assigns.

EXECUTED this the 4 day of February, 2002.

  
\_\_\_\_\_  
IRENE ALBERTHAL

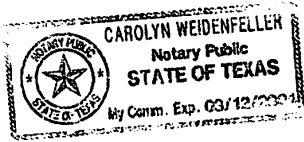
  
\_\_\_\_\_  
WILLIAM ALBERTHAL

  
\_\_\_\_\_  
ALFRED DUECKER, JR.

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 6 day of Feb., 2002, by IRENE ALBERTHAL and husband, WILLIAM ALBERTHAL.



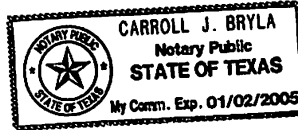
Carolyn Weidenfeller  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 4th day of FEBRUARY, 2002, by ALFRED DUECKER, JR.

Carroll J. Bryla  
Notary Public, State of Texas



FTL

020794

FILED FOR RECORD  
AT 3:38 O'CLOCK P M

FEB 06 2002

DEBBIE WAHL  
CLERK COUNTY COURT  
GILLESPIE COUNTY, TEXAS  
By Rose R. Rose Deputy

THE STATE OF TEXAS } I, DEBBIE WAHL, Clerk of  
County of Gillespie } the County Court of said County,

do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record on date stamped hereon and duly recorded this 7th day of February A.D. 20 02, at 9:25 o'clock a M., in the Official Public records of said County, in Volume 449, on Pages 200-203.

Witness my hand and seal of the County Court of said County, at office in Fredericksburg, Texas, the day and year last above written.

DEBBIE WAHL  
Clerk, County Court, Gillespie County, Texas  
By Colleen Keiron Deputy  
Colleen Keiron