



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT

407 B Upper Sisterdale Road, Comfort, TX 78013

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Liquid Propane Gas: <u>2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-LP on Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot Tub	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio/Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool Maint. Accessories	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Pump: sump grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rain Gutters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Sewer System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>4</u> electric gas number of units: _____
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>4</u> electric gas number of units: _____
Other Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: <u>1</u> electric gas other: _____
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>3</u> wood <u>1</u> gas logs mock other: _____
Carport	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	attached not attached
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	attached not attached
Garage Door Openers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____ number of remotes: _____
Satellite Dish & Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned <u>1</u> leased from: <u>DirectV</u>
Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>1</u> owned leased from: <u>ADT</u>
Solar Panels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>1</u> owned leased from: _____
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	electric <u>3</u> gas other: <u>2+ instant</u> number of units: _____
Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>1</u> owned leased from: _____
Other Leased Items(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____

(TXR-1406) 09-01-19

Initialed by: Buyer: MA and Seller: CL mpe

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Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city ☒ well MUD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? yes ☒ no ☐ unknown ☐

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes ☐ no ☐ unknown ☒

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes ☐ no ☐ If yes, describe (attach additional sheets if necessary): don't know

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Storage Tanks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous treatment for termites or WDI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Previous termite or WDI damage repaired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ___ yes ___ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ___ ☒ Present flood insurance coverage (if yes, attach TXR 1414).
- ___ ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ___ ☒ Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- ___ ☒ Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- ___ ☒ Located ___ wholly ___ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- ___ ☒ Located ___ wholly ___ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ___ ☒ Located ___ wholly ___ partly in a floodway (if yes, attach TXR 1414).
- ___ ☒ Located ___ wholly ___ partly in a flood pool.
- ___ ☒ Located ___ wholly ___ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* ☐ yes ☒ no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): Property is located in jurisdiction of Cow Creek Groundwater Conservation District (<http://ccgcd.org/>).

Concerning the Property at _____

Section 9. Seller ___ has ___ has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ___ yes ___ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
9/12/2019	House/Bunkhouse	Merit Inspection Service, Inc.	68
9/12/2019	Well Inspection	K.R. ALLSKOPF Bros., Inc.	1
9/12/2019	TEXAS OFFICIAL WOOD DESTROYING INSECT AFFIDAVIT	MERTT Inspection Services, Inc.	2

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.
A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

___ Homestead ☒ Senior Citizen ___ Disabled
☒ Wildlife Management ___ Agricultural ___ Disabled Veteran
___ Other: ___ Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ___ yes ☒ no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes ☒ no If yes, explain: _____

Compliance Code Unknown

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☒ unknown ___ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

Compliance Code Unknown

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Mary Paxton-Lee
Signature of Seller

Claude E. Lee
Date Signature of Seller

Printed Name: MARY (PAXTON-LEE)

Printed Name: CLAUDE E LEE

(TXR-1406) 09-01-19

Initialed by: Buyer: _____ and Seller: myl CL

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Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>CTEC - Central Texas Electric Coop</u>	phone #: <u>830-997-2126</u>
Sewer: <u>South Texas Wastewater Septic</u>	phone #: <u>830-249-8098</u>
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: <u>Copis Disposal</u>	phone #: <u>210-737-6390</u>
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: <u>Chapparral Propane</u>	phone #: <u>830-997329-0870</u>
Internet: <u>Bee Creek Communications</u>	phone #: <u>830-990-1258</u>

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	

(TXR-1406) 09-01-19

Initialed by: Buyer: _____, _____ and Seller: mpl, CL

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INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☐ Septic Tank ☐ Aerobic Treatment ☒ Unknown
- (2) Type of Distribution System: ☒ Unknown
- (3) Approximate Location of Drain Field or Distribution System: ☒ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: ☒ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☒ Yes ☐ No
If yes, name of maintenance contractor: South Texas Wastewater
Phone: 830-431-0095 contract expiration date: 9/26/2022
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? Don't know
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☒ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.



Signature of Seller

Date



Signature of Seller

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Date: 8/29/2020

100 COPY

Phone: (830) 249-8098

bruce@stwastewater.com

To: Claude & Mary Lee
407-B Upper Sisterdale Rd
Comfort, TX 78013

Contract Period
Start Date: 9/26/2020
End Date: 9/26/2022

Permit #: S7278

Phone: (205) 310-4668 Subdivision:

Site: 407 Upper Sisterdale Rd, Comfort, TX 78013

County: Kendall

Installer:

Installed: 7/26/2006

3 visits per year - one every 4 months

Agency: Kendall County Environmental

South Texas Wastewater Treatment

Mfg/Brand: / Jet - Spray 2 yr

Map Key: ID: 2937

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Dates: This agreement commences and ends as noted above.

III. Renewal: This Agreement shall automatically renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.

IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$85.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.

V. Services: Contractor will:

A. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations approximately every four months.

B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.

C. Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. If the technician receives approval after he leaves the property, a service call charge of \$85.00 to return to the property will be added to the final bill. If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.

D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).

E. Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.

F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request.

Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

VI. Disinfection: Not Required. X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it (See Attached Invoice), Contractor will add 12 tablets of chlorine at routine services (See Section V Sub-section A) INITIAL

VII. Electronic Monitoring is X is not included in this Agreement.

VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:

A. If this is an initial agreement (new installation):

1. Contractor's receipt of a fully executed original copy or email of this agreement and all documentation requested by Contractor.

2. Contractor providing the equipment and installation for this OSSF.

3. Contractor's receipt of payment in full for the equipment and installation.

4. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.

B. If this is not an initial agreement (existing system):

1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.

2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement

C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.

IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:

A. DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.

B. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals,

vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.

- C. Protect equipment from physical damage including but not limited to that damage caused by insects.
- D. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
- E. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- G. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$65.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- I. Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- K. Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. **IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) -THERE IS AN ADDITIONAL CHARGE.** Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$85.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.), or for the uneven settling of the soil.

XI. Limit of Liability: Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

XII. Severability: If any provision of this "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIII. Fee for Services: The fee for the basic Services described in this Agreement is _____. This fee does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled. Customer requested visits to the site which will incur a service call fee of \$85.00, plus parts and labor.

XIV. Payment: Payment of Fee for Services for the original term as stated above is to be made as follows:

Included in PROPOSAL AND CONTRACT

Full amount due upon signature (Required of new Customer)

Payments of \$_____ due upon receipt of invoice. (Payment terms for renewal of agreement.)

Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.

XV. Application of Transfer of payment: The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.

XVI. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, oral or written.

R. Bruce Colaba

Name

Date

OSSF Installer II, Lic OS0004815, and, OSSF Site Evaluator, Lic OS0012360

exp 1/31/2021

exp 12/31/2020

Certified Service Provider for: Jet Inc.

Member: Texas On-Site Wastewater Association and National On-site Wastewater Recycling

Acceptance of Agreement: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing AND payment is made as outlined above.

Customer

Date

E-Mail

CONTACT PHONE NUMBERS:

Gate Codes:

#1

SubDivision

#2

Property

SOUTH TEXAS WASTEWATER TREATMENT

Authorized JET Distributor - Home and Commercial - Engineering Services
P. O. Box 1284 Boerne, TX 78006 * 830-249-8098 or 1-800-86-WASTE

NOTICE OF POTENTIAL CHARGES IN ADDITION TO SERVICE CONTRACT

Dear Homeowner:

It is our intent to provide the best service in the business at a fair price. We make more than 7,200 service calls annually...

We are required by TCEQ (Texas Commission on Environmental Quality) to service all *surface discharge systems* three (3) times a year. This means we will be servicing your system (plant) approximately every four (4) months. We service plants during the day when most homeowners are at work or otherwise away from home.

If our technicians service the plant and do not make contact with the homeowner, standard operating procedure is to leave a doorhanger advising plant was serviced that day. If they are **unable to service** a plant due to: locked gates, dogs, overgrown terrain, or other obstacles, **there will be an \$85.00 Unable to Access/Trip Charge fee that must be paid before we will come back to service.** Many homeowners provide us with sub-division and/or property gate codes, combinations, etc., to eliminate additional charges.

If you *know* special arrangements are necessary ("just call on the way", call the day before, email the day before, etc.) for access, we suggest you subscribe to the Call Ahead service. It is much more cost effective and works in conjunction with your service agreement: the fee is \$60.00 for 2yr agreement, \$30.00 for 1yr agreement. The office will call one, specific phone number, one-to-two days prior to our servicing your plant. You'll know when we're coming and can make sure there will be no access issues.

We strive to keep costs low and you can help by providing us with the necessary information for and clear access to the plant.

Thank you,
South Texas Wastewater Treatment

South Texas Wastewater
P.O. Box 1284
Boerne, TX 78006
830-249-8098

Invoice:

9/4/2020

S70997

monica@stwastewater.com | bonnie@stwastewater.com

Service Address

Claude Lee & Mary Paxton-Lee
407-B Upper Sisterdale Hwy
Comfort, TX 78013

407 Upper Sisterdale Hwy
Comfort, TX 78013

****PLEASE ADD EMAIL ADDRESS
OR FAX # IF AVAILABLE****

TERMS

DUE DATE

REP

SERVICE DATE

DUE ON RECEIPT

9/4/2020

ITEM	QUANTITY	DESCRIPTION	RATE	
SC		Service Contract: 9/26/2020 - 9/26/2022	460.00	460.00
CHL		Chlorine Tablets Up to 25#	112.00	112.00
			Payments/Credits	\$0.00
			Balance Due	\$572.00

PLEASE PUT INVOICE # ON CHECK

Please make check payable to South Texas Wastewater Treatment.
Customer is liable for legal and collection fees.

9/9 #3016

SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2019

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 407 B Upper Sisterdale Road, Comfort, Tx 78013

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring		<input checked="" type="checkbox"/>	
Carbon Monoxide Det.		<input checked="" type="checkbox"/>	
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop	<input checked="" type="checkbox"/>		
Dishwasher		<input checked="" type="checkbox"/>	
Disposal		<input checked="" type="checkbox"/>	
Emergency Escape Ladder(s)		<input checked="" type="checkbox"/>	
Exhaust Fans	<input checked="" type="checkbox"/>		
Fences			
Fire Detection Equip.	<input checked="" type="checkbox"/>		
French Drain		<input checked="" type="checkbox"/>	
Gas Fixtures		<input checked="" type="checkbox"/>	
Natural Gas Lines		<input checked="" type="checkbox"/>	

Item	Y	N	U
Liquid Propane Gas:		<input checked="" type="checkbox"/>	
-LP Community (Captive)			
-LP on Property			
Hot Tub		<input checked="" type="checkbox"/>	
Intercom System		<input checked="" type="checkbox"/>	
Microwave	<input checked="" type="checkbox"/>		
Outdoor Grill		<input checked="" type="checkbox"/>	
Patio/Decking	<input checked="" type="checkbox"/>		
Plumbing System	<input checked="" type="checkbox"/>		
Pool		<input checked="" type="checkbox"/>	
Pool Equipment		<input checked="" type="checkbox"/>	
Pool Maint. Accessories		<input checked="" type="checkbox"/>	
Pool Heater		<input checked="" type="checkbox"/>	

Item	Y	N	U
Pump: sump grinder			
Rain Gutters		<input checked="" type="checkbox"/>	
Range/Stove	<input checked="" type="checkbox"/>		
Roof/Attic Vents	<input checked="" type="checkbox"/>		
Sauna		<input checked="" type="checkbox"/>	
Smoke Detector	<input checked="" type="checkbox"/>		
Smoke Detector - Hearing Impaired		<input checked="" type="checkbox"/>	
Spa		<input checked="" type="checkbox"/>	
Trash Compactor		<input checked="" type="checkbox"/>	
TV Antenna			
Washer/Dryer Hookup	<input checked="" type="checkbox"/>		
Window Screens			
Public Sewer System		<input checked="" type="checkbox"/>	

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			1 electric gas number of units: _____
Evaporative Coolers			<input checked="" type="checkbox"/>	number of units: _____
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: _____
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>			1 electric gas number of units: _____
Other Heat		<input checked="" type="checkbox"/>		if yes, describe: _____
Oven	<input checked="" type="checkbox"/>			number of ovens: 1 electric gas other: _____
Fireplace & Chimney		<input checked="" type="checkbox"/>		wood gas logs mock other: _____
Carport		<input checked="" type="checkbox"/>		attached not attached
Garage		<input checked="" type="checkbox"/>		attached not attached
Garage Door Openers		<input checked="" type="checkbox"/>		number of units: _____ number of remotes: _____
Satellite Dish & Controls		<input checked="" type="checkbox"/>		owned leased from: _____
Security System		<input checked="" type="checkbox"/>		owned leased from: _____
Solar Panels				owned leased from: _____
Water Heater	<input checked="" type="checkbox"/>			electric gas other: _____ number of units: _____
Water Softener		<input checked="" type="checkbox"/>		owned leased from: _____
Other Leased Items(s)				if yes, describe: _____

(TXR-1406) 09-01-19

Initialed by: Buyer: _____ and Seller: CL mp

Page 1 of 6

Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: ___ city ☒ well ___ MUD ___ co-op ___ unknown ___ other: _____

Was the Property built before 1978? ___ yes ☒ no ___ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: Metal Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ___ yes ___ no ___ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ___ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Structural Components	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ___ yes ☒ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☒ Present flood insurance coverage (if yes, attach TXR 1414).
- ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☒ Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- ☒ Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- ☒ Located ___ wholly ___ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- ☒ Located ___ wholly ___ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☒ Located ___ wholly ___ partly in a floodway (if yes, attach TXR 1414).
- ☒ Located ___ wholly ___ partly in a flood pool.
- ☒ Located ___ wholly ___ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* ☐ yes ☒ no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☒ ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- ☒ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☒ ☐ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☒ ☐ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☒ ☐ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☒ ☐ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☒ ☐ Any condition on the Property which materially affects the health or safety of an individual.
- ☒ ☐ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☒ ☐ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☒ ☐ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☐ ☐ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at _____

Section 9. Seller ___ has ___ has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☒ yes ___ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
9/12/2019		Merits Inspection Service, Inc.	68

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.
A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☐ Homestead ☒ Senior Citizen ☐ Disabled
☒ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ___ yes ☒ no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes ☒ no If yes, explain: _____

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☒ unknown ___ no ___ yes. If no or unknown, explain.
(Attach additional sheets if necessary):

Compliance Code Unknown

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller: Mary Paxton-Lee Date: _____ Signature of Seller: Claude E Lee Date: _____
Printed Name: MARY (Paxton-Lee) Printed Name: CLAUDE E LEE

(TXR-1406) 09-01-19

Initialed by: Buyer: _____, _____ and Seller: OL, mpd

Page 5 of 6

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric:	<u>CTEC - Central Texas Electric Coop</u>	phone #:	<u>830-997-2126</u>
Sewer:	<u>South Texas Wastewater septic</u>	phone #:	<u>830-249-8098</u>
Water:	_____	phone #:	_____
Cable:	_____	phone #:	_____
Trash:	<u>Apis Disposal</u>	phone #:	<u>210-737-6390</u>
Natural Gas:	_____	phone #:	_____
Phone Company:	_____	phone #:	_____
Propane:	<u>Chapparral Propane (not Bunkhouse)</u>	phone #:	<u>830-329-0870</u>
Internet:	<u>Bee Creek Communications</u>	phone #:	<u>830-990-1258</u>

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: _____		Printed Name: _____	

Septic Not Contracted



Bunkhouse
Don't know

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 407 B Upper Sisterdale Road, Comfort, TX 78013

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: ☒ Unknown
- (3) Approximate Location of Drain Field or Distribution System: ☐ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: ☒ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☐ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☐ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.



Signature of Seller

Date



Signature of Seller

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT

401 B Upper Sisterdale Road, Comfort, TX 78013
 (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____

Mary Payton Lee
 Seller _____ Date _____

Buyer _____ Date _____

Claude E Lee
 Seller _____ Date _____

Other Broker _____ Date _____

Listing Broker _____ Date _____

Stefanie Cobb Tai Cobb Klam

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L



EXHIBIT A - Legal Description

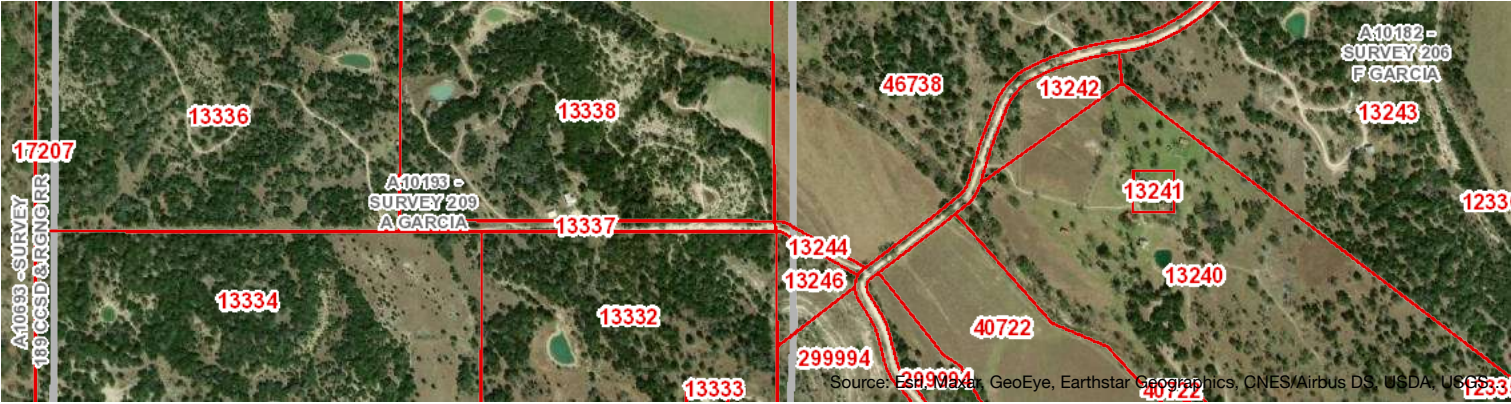
All that certain tract or parcel of land, lying and being situated in the County of Kendall, State of Texas; comprising 79.95 acres, more or less; being approximately 78.55 acres out of original Survey No. 141, T. & N. O. R. Co., Abstract No. 669; and approximately 1.4 acres out of original Survey No. 189, C. C. S. D. & R. G.N.G.R.R. Co., Abstract No. 693; being the south part of a 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, page 29, of the Deed Records of Kendall County, Texas; and subject tract being more particularly described by metes and bounds, as follows: to wit:

BEGINNING at a 1/2" iron stake at a fence corner post found marking the most southerly southeast corner of said 299.588 acre Scheele tract, [deed 660/307- iron pin set at fence corner, reportedly the northeast corner of Juan Cose Casillas Survey No. 7] being the northeast corner of that 337.5 acre tract which was conveyed Marian Aronson, to Marshall W. Laswell, Custodian, by deed dated the 19th day of January, 1988, of record in Volume 293, at page 721, of the Real Property Records of Kendall County, Texas, which tract is described in deed of record in Volume 86 page 543, of the Deed Records of Kendall County, Texas, [deed 86/543- the northwest corner of Survey No. 7], and being in a west line of that 348.237 acre tract which was conveyed from Gary Lee Scheele, to Matthew A. Scheele, et al., by deed of record in Volume 664, at page 76, of the Real Property Records of Kendall County, Texas, (the above tracts appear to be jointers but their deeds do not state they join);

THENCE with the south line of said 299.588 acre Scheele tract, the north line of said 337.5 acre Laswell tract, along fence line, and along the north line of said Juan Cose Casillas original Survey No. 7, a south line of said original Survey No. 141, T. & N. O. R. Co., a direction of N.89°23'48"W., for a distance of 1454.16 feet [deed 660/307 total- continuing with fence S.89°45'05"W. 4067.10'] [deed 86/543 total- with fence on the north line of Survey (No. 7) S.88°03'E. 355.4', S.89°30'E. 1617.4' and S.89°43'E. 2003'] to a 1/2" iron stake with cap marked Domingues 1713, set to mark the most southerly southwest corner of subject tract;

THENCE with a division line of said 299.588 acre Scheele tract, the westerly line of subject tract, a direction of N.18°13'40"W., for a distance of 2016.64 feet to a 1/2" iron stake with cap marked Domingues 1713, set to mark a reentrant corner of subject tract, continuing a direction of S.82°48'35"W., for a distance of 377.50 feet to a 1/2" iron stake with cap marked Domingues 1713, set to mark corner, and continuing a direction of N.52°18'11"W., for a distance of 1618.35 feet to a 1/2" iron stake with cap marked Domingues 1713, set to mark the northwest corner of subject tract, being in the north line of said 299.588 acre Scheele tract, on the south side of the Upper Sisterdale Road, being located a distance of 200.0 feet a direction of N.88°58'36"E., from a 1/2" iron stake found at a metal fence corner post marking the northeast corner of that 13.728 acre tract which was conveyed from Vincent B. Durbin, Jr., et ux., to Donald Ray Baker, et ux., by deed of record in Volume 644, page 308, of the Real Property Records of Kendall County, Texas;

THENCE with the north line of said 299.588 acre Scheele tract, a south line (according to Kendall County tax rolls) of that 158.59 acre tract which was conveyed from Emil Arhelger, et ux., to Harris Finney, by deed dated the 23rd day of March, 1953, of record in Volume 74, at page 55, of the Deed Records of Kendall County, Texas, (the above tract does not appear to be a jointer of the 299.588 acre Scheele tract, according to the description (possibly do to erroneous calls) and according to the deeds they do not state that they are jointers) being along fence line, a direction of N.88°58'36"E., for a distance of 70.70 feet [deed 660/307 total- N.88°18'56"E. 3791.47'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark the northwest corner of a separate .80.05 acre tract out of said 160 acre tract, the most northerly northeast corner of subject tract;



Property Details

Account	
Property ID:	222927
Legal Description:	A10669 - SURVEY 141 T & NO RR 79.95 ACRES
Geographic ID:	1-0669-0141-1036
Agent:	
Type:	Real
Location	
Address:	407B UPPER SISTERDALE RD TX
Map ID:	CISD1-KR
Neighborhood CD:	CISDN
Owner	
Owner ID:	5402575
Name:	LEE CLAUDE E &
Mailing Address:	MARY PAXTON-LEE 407 UPPER SISTERDALE RD UNIT B COMFORT, TX 78013
% Ownership:	100.0%
Exemptions:	HS - Homestead For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$1,162,800
Improvement Non-Homesite Value:	\$163,000
Land Homesite Value:	\$29,710
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$1,157,820
Market Value:	\$2,513,330
Ag Use Value:	\$4,990
Appraised Value:	\$1,360,500
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$1,360,500

VALUES DISPLAYED ARE 2021 PRELIMINARY VALUES AND ARE
SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	KENDALL APPRAISAL DISTRICT	0.000000	\$2,513,330	\$1,360,500	\$0.00	
GKE	KENDALL COUNTY	0.412700	\$2,513,330	\$1,350,500	\$5,573.51	\$4,880.22
SCF	COMFORT ISD	1.252300	\$2,513,330	\$1,325,500	\$16,599.24	\$14,495.50
WCC	COW CREEK GROUNDWATER	0.005000	\$2,513,330	\$1,360,500	\$68.03	

Total Tax Rate: 1.670000 Estimated Taxes With Exemptions: \$22,240.78 Estimated Taxes Without Exemptions: \$41,972.61

Property Improvement - Building

Type: Residential **State Code:** E1 **Living Area:** 4,959.00sqft **Value:** \$1,162,800

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	E3	ST	2005	3,593.00
MA2	SECOND FLOOR MAIN AREA	*		2005	714.00
MA3	THIRD FLOOR	*		2005	652.00
CP	CARPORT	*		2005	1,000.00
BRWY	BREEZEWAY	*		2005	204.00
BRWY	BREEZEWAY	*		2005	221.00
PC	COVERED PORCH OR PATIO	*		2005	1,289.00
SP	SCREENED PORCH	*		2005	224.00
PC	COVERED PORCH OR PATIO	*		2005	287.00
PC	COVERED PORCH OR PATIO	*		2005	80.00
BRWY	BREEZEWAY	*		2005	432.00
STGG	STORAGE GOOD	*		2005	196.00
PC	COVERED PORCH OR PATIO	*		2005	113.10
POOL	POOL	POO4		2009	1,160.00
OP	OPEN PORCH	*		2005	2,970.00
OP	OPEN PORCH	*		2005	1,160.00

Description: GUESTHOUSE **Type:** Residential **State Code:** E1 **Living Area:** 1,575.00sqft **Value:** \$163,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R4+	ST	0	1,575.00
PC	COVERED PORCH OR PATIO	*		0	585.00
PC	COVERED PORCH OR PATIO	*		0	585.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RAA	Residential Acreage Ag	2	87,120.00	0.00	0.00	\$29,710	\$0
WDLF	Wildlife	77.95	3,395,502.00	0.00	0.00	\$1,157,820	\$4,990

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2021	\$1,325,800	\$1,187,530	\$4,990	\$1,360,500	\$0	\$1,360,500
2020	\$1,325,800	\$1,187,530	\$4,990	\$1,360,500	\$0	\$1,360,500
2019	\$1,325,800	\$1,187,530	\$4,990	\$1,360,500	\$260,779	\$1,099,721
2018	\$1,047,720	\$933,060	\$4,990	\$1,076,050	\$0	\$1,076,050
2017	\$1,047,720	\$848,240	\$4,990	\$1,073,930	\$0	\$1,073,930
2016	\$1,047,720	\$848,240	\$4,990	\$1,073,930	\$0	\$1,073,930
2015	\$1,047,720	\$848,240	\$4,990	\$1,073,930	\$0	\$1,073,930
2014	\$1,075,860	\$835,830	\$4,990	\$1,101,760	\$0	\$1,101,760
2013	\$1,075,860	\$835,830	\$4,990	\$1,101,760	\$0	\$1,101,760
2012	\$1,075,860	\$835,830	\$4,990	\$1,101,760	\$0	\$1,101,760
2011	\$998,180	\$16,280	\$0	\$1,014,460	\$0	\$1,014,460


Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
10/8/2019	GWA	GENERAL WARRANTY DEED	BREWER JOHN MARK & SANDRA KAY LIVING TRUST	LEE CLAUDE E &	1718	664	
4/30/2019	COWD	CORRECTION WARRANTY DEED	ALEXANDRA RANCH LLC	BREWER JOHN MARK & SANDRA KAY LIVING TRUST	1688	252	
9/16/2014	GWA	GENERAL WARRANTY DEED	BREWER SANDRA K & J MARK	ALEXANDRA RANCH LLC	1434	75	
6/21/2010	WD-VL	WARRANTY DEED/VENDORS LIEN	CANAVAN MARY L & WILLIAM E JR	BREWER SANDRA K & J MARK	1218	24	

Estimated Tax Due

****ATTENTION****

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

If Paid: 5/10/2021 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2021	KENDALL COUNTY	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2021	COMFORT ISD	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2021	COW CREEK GROUNDWATER	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2021 Total:		N/A	N/A	N/A	N/A	N/A	N/A
2020	KENDALL COUNTY	\$1,350,500	\$5,573.51	\$5,573.51	\$0.00	\$0.00	\$0.00	\$0.00
2020	COMFORT ISD	\$1,325,500	\$16,599.24	\$16,599.24	\$0.00	\$0.00	\$0.00	\$0.00
2020	COW CREEK GROUNDWATER	\$1,360,500	\$68.03	\$68.03	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$22,240.78	\$22,240.78	\$0.00	\$0.00	\$0.00	\$0.00
2019	KENDALL COUNTY	\$1,099,721	\$4,538.55	\$4,538.55	\$0.00	\$0.00	\$0.00	\$0.00
2019	COMFORT ISD	\$1,074,721	\$12,384.01	\$12,384.01	\$0.00	\$0.00	\$0.00	\$0.00
2019	COW CREEK GROUNDWATER	\$1,099,721	\$54.99	\$54.99	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$16,977.55	\$16,977.55	\$0.00	\$0.00	\$0.00	\$0.00
2018	KENDALL COUNTY	\$1,076,050	\$4,440.86	\$4,440.86	\$0.00	\$0.00	\$0.00	\$0.00
2018	COMFORT ISD	\$1,051,050	\$12,930.02	\$12,930.02	\$0.00	\$0.00	\$0.00	\$0.00
2018	COW CREEK GROUNDWATER	\$1,076,050	\$53.80	\$53.80	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$17,424.68	\$17,424.68	\$0.00	\$0.00	\$0.00	\$0.00
2017	KENDALL COUNTY	\$1,073,930	\$4,432.11	\$4,432.11	\$0.00	\$0.00	\$0.00	\$0.00
2017	COMFORT ISD	\$1,073,930	\$12,908.64	\$12,908.64	\$0.00	\$0.00	\$0.00	\$0.00
2017	COW CREEK GROUNDWATER	\$1,073,930	\$53.70	\$53.70	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$17,394.45	\$17,394.45	\$0.00	\$0.00	\$0.00	\$0.00
2016	KENDALL COUNTY	\$1,073,930	\$4,432.11	\$4,432.11	\$0.00	\$0.00	\$0.00	\$0.00
2016	COMFORT ISD	\$1,073,930	\$12,930.12	\$12,930.12	\$0.00	\$0.00	\$0.00	\$0.00
2016	COW CREEK GROUNDWATER	\$1,073,930	\$53.70	\$53.70	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$17,415.93	\$17,415.93	\$0.00	\$0.00	\$0.00	\$0.00
2015	KENDALL COUNTY	\$1,073,930	\$4,152.89	\$4,152.89	\$0.00	\$0.00	\$0.00	\$0.00
2015	COMFORT ISD	\$1,073,930	\$12,994.55	\$12,994.55	\$0.00	\$0.00	\$0.00	\$0.00
2015	COW CREEK GROUNDWATER	\$1,073,930	\$53.70	\$53.70	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$17,201.14	\$17,201.14	\$0.00	\$0.00	\$0.00	\$0.00
2014	KENDALL COUNTY	\$1,101,760	\$4,340.93	\$4,340.93	\$0.00	\$0.00	\$0.00	\$0.00

2014	COMFORT ISD	\$1,086,760	\$13,149.79	\$13,149.79	\$0.00	\$0.00	\$0.00	\$0.00
2014	COW CREEK GROUNDWATER	\$1,101,760	\$55.09	\$55.09	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$17,545.81	\$17,545.81	\$0.00	\$0.00	\$0.00	\$0.00
2013	KENDALL COUNTY	\$1,101,760	\$4,340.93	\$4,340.93	\$0.00	\$0.00	\$0.00	\$0.00
2013	COMFORT ISD	\$1,086,760	\$13,149.79	\$13,149.79	\$0.00	\$0.00	\$0.00	\$0.00
2013	COW CREEK GROUNDWATER	\$1,101,760	\$55.09	\$55.09	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$17,545.81	\$17,545.81	\$0.00	\$0.00	\$0.00	\$0.00
2012	KENDALL COUNTY	\$1,101,760	\$4,351.96	\$4,351.96	\$0.00	\$0.00	\$0.00	\$0.00
2012	COMFORT ISD	\$1,086,760	\$13,149.80	\$13,149.80	\$0.00	\$0.00	\$0.00	\$0.00
2012	COW CREEK GROUNDWATER	\$1,101,760	\$55.09	\$55.09	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$17,556.85	\$17,556.85	\$0.00	\$0.00	\$0.00	\$0.00
2011	KENDALL COUNTY	\$1,014,460	\$3,753.50	\$3,753.50	\$0.00	\$0.00	\$0.00	\$0.00
2011	COMFORT ISD	\$999,460	\$12,093.47	\$12,093.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	COW CREEK GROUNDWATER	\$1,014,460	\$50.72	\$50.72	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$15,897.69	\$15,897.69	\$0.00	\$0.00	\$0.00	\$0.00

DISCLAIMER

VALUES DISPLAYED ARE 2021 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the under signed, (whether one or more) EDWIN SCHEEL & LOUISE SCHEEL (undivided) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do here by grant unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a cooperative corporation (hereinafter called the 'Cooperative') and to its successors or assigns the right to enter upon the lands of the undersigned situated in the County of KENDALL, State of Texas, and more particularly described as follows:

A tract of land approximately 3.77 acres, located 1.2 miles in a NE direction from the Town of COMFORT, County of KENDALL, State of Texas, and bounded by land owned by

HARRIS FINNEY on the North; EDDIE SCHEEL
ANNA POSS
on the East; CHESTER POSS
on the South; and EK. FLAEN on the West,

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wires and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative,

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 21 day of DECEMBER 1955.

Edwin Scheele
Edwin Scheele

Louise Scheele
Louise Scheele

Signed, sealed and delivered
in the presence of:

Herman Kunz
Herman Kunz

☒ Member
☐ None Member
☐ Prospect

x

✓

309

The State of Texas

County of GILLESPIE } Before me, the undersigned authority,
HERMAN KUNZ on this day - personally appeared
 known to me
 to be the person whose name is subscribed as a witness to the fore-
 going instrument of writing, and after being duly sworn by me stated
 on oath that he saw EDWIN SCHEELE
 the grantor or person who executed the foregoing instrument, sub-
 scribe 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 the 20 day of January, 1956

Frank A. Schmidt
 Notary Public in and for GILLESPIE
 County, Texas.

FRANK A. SCHMIDT
 Notary Public, Gillespie County, Texas

The State of Texas

County of GILLESPIE } Before me, the undersigned authority,
HERMAN KUNZ on this day personally appeared
 known to me
 to be the person whose name is subscribed as a witness to the fore-
 going instrument of writing, and after being duly sworn by me stated
 on oath that he saw LOUISE SCHEELE
 the grantor or person who executed the foregoing instrument, sub-
 scribe 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 the 20 day of January, 1956

Frank A. Schmidt
 Notary Public in and for GILLESPIE
 County, Texas.

FRANK A. SCHMIDT
 Notary Public, Gillespie County, Texas

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in
 the Public Records on the 17th day of February, 1956, at the time stamp-
 ing and recording office of the County Clerk, in the
 Public Records of Kendall County, Texas on:

Feb. 17, 1956

Vol. 202, Pages 832-833



Dorlene Herrin

Kendall County, Texas

Deputy
 Deputy

PARLENE HERRIN
 COUNTY CLERK, KENDALL COUNTY

FILED FOR RECORD
 1956 FEB 14 AM 11:07

HILL COUNTRY TELEPHONE CO-OP INC.

P. O. BOX 100

HILL COUNTRY, TEXAS 75425

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.



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

LINE NO. 00-0662

EASEMENT NO. _____

NAME _____

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Kendall

That the undersigned James H. Scheele
hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby
acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office
address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the
lands of the undersigned, situated in the County of Kendall, State of Texas and more particularly
described as follows:

A tract of land located approximately _____ miles _____ from the town of _____
(Show Direction Above)

and bounded on the north by land owned by: Upper Sisterdale Road

on the south by land owned by: _____

on the east by land owned by: Hilmar E. Bechtold & David M. Murrayon the west by land owned by: Donald Baker

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

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's
lines, poles, or other facilities.

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

GRANTING EASEMENT AS per sketch attached

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 24 day of November

2000

Grantor Signature

James H. Scheele

L.S.

James H. Scheele

DATE: 11-24-00

x

L.S.

OVER

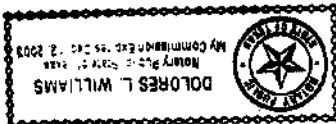
or the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of Comal

Before me, the undersigned authority, on this day personally appeared JAMES H. SCHUELE 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 DECEMBER, 192009



Notary Public, Comal County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of _____

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

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

Notary Public, _____ County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, _____ County, Texas

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

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

Notary Public, _____ County, Texas

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

Filed

The _____ day of _____, 19____, at _____ o'clock _____ M. in _____ County, Texas.

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

County Clerk

By: _____ Deputy

After Recording Return To:

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P.O. Box 553

Fredericksburg, Texas 78624-0553

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:

MAR 13 2001



DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *DP* Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Mar 12, 2001 at 03:36PM

Document Number: 0150115
Total Fees : 13.00 *pd*

Receipt Number - 32160
By Deputy: Paula Pfeiffer

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

GF25649

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, JAMES HENRY SCHEELE and wife, CAROL A. SCHEELE, are the owners of that certain 275.86 acre, more or less, tract of land being situated in Kendall County, Texas, out of Survey No. 19, Abstract No. 693 and Survey No. 141, Abstract No. 669, and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes;

WHEREAS, JAMES HENRY SCHEELE and wife, CAROL A. SCHEELE 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 275.86 acre tract of the land as owned by any Owner.

1.03. DEVELOPER as used in these restrictions shall refer to JAMES HENRY SCHEELE and CAROL A. SCHEELE, their heirs, successors or assigns.

1.04. PROPERTY shall mean and refer to that certain real property situated in Kendall County, Texas, and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

II.

RESTRICTIONS

2.01. No mobile or manufactured home shall be erected, placed or maintained upon the Property.

2.02. Commercial operations or ventures for the raising of swine on the Property are prohibited.

2.03. The Property shall not be subdivided into tracts containing less than 40 acres.

2.04. Abandoned automobiles shall not be stored or disposed of on the Property.

2.05. Garbage or refuse, or any hazardous material shall not be disposed of or buried on the Property. No sanitary landfill shall be permitted.

III.

MISCELLANEOUS

3.01. These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Developer until October 1, 2025, at which time said restrictive covenants shall terminate.

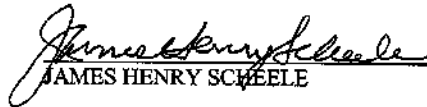
3.02. These restrictions may be amended or modified at anytime by the owners of tracts aggregating more than 66% of the total acreage in the Property executing an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Kendall 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.

3.03. Developer 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 Developer only, filed for record in the office of the County Clerk of Kendall 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 Kendall County, Texas.

3.04. 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 Developer 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.

3.05. Developer 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 4 day of October, 2005.


JAMES HENRY SCHEELE


CAROL S. SCHEELE

THE STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on this 4 day of October, 2005, by
JAMES HENRY SCHEELE and wife, CAROL A. SCHEELE.





Notary Public, State of Texas

Exhibit "A"

BEING a 299.588 acre, more or less, tract of land, being approximately 62.991 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 189, Abstract No. 693 and approximately 236.597 acres out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669, Kendall County, Texas located about 14.8 miles N. 7 degrees W of the county seat in Boerne, Texas, and being more particularly described as First Tract in Deed from James Henry Scheele to Carol A. Scheele dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas.

SAVE AND EXCEPT therefrom the following tracts of land:

Tract I: BEING that certain 13.728 acre, more or less, tract of land, being approximately 8.240 acres out of the C.C.S.D. & R.G.N.G. R.R. Co. Survey No. 189, Abstract No. 693 and approximately 5.488 acres out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669, Kendall County, Texas, located about 15.6 miles N. 6 degrees W. of the county seat in Boerne, Texas, being the northwest corner of a tract as described in Volume 73, Page 336, Probate Records of Kendall County, Texas, and being more particularly described in deed from Vincent B. Durbin, Jr., et ux to Donald Ray Banker, et ux, recorded in Volume 644, Page 308, Real Property Records of Kendall County, Texas.

Tract II: BEING a 10.00 acre, more or less, tract of land, out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669, Kendall County, Texas, and being more particularly described in Deed from James Henry Scheele, et ux to Donald Baker, et al, found of record in Volume 846, at page 355, of the Official Records of Kendall County, Texas.

**STATE OF TEXAS
COUNTY OF KENDALL**

I hereby certify that this instrument was filed in File Number
Sequence on the date and the time stamped hereon and
was duly recorded in the Official Records of Kendall County,
Texas on:



OCT 5 2005
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: ACH Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Oct 04, 2005 at 03:32P

Document Number: 00201337
Total Fees : 23.00

Receipt Number - 50055
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin. *KAC*

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF KENDALL
STATE OF TEXAS

★
★

Before me, the undersigned authority, on this day personally appeared Billy and Mary Canavan who, after being by me duly sworn, upon oath states that he is the owner of owner of record of that certain tract or parcel of land lying and being situated in Kendall County, Texas, and being more particularly described as follows:

160 acres out of survey 189 Abs 693

Kendall County, Texas

The undersigned further states that he/she will, upon any sale or transfer of the above-described property, request a transfer of the permit to operate such surface application system to the buyer or transferee. Any buyer or transferee is hereby notified that a maintenance contract with an approved maintenance company will be required for use of the system.

WITNESS MY/OUR HAND(S) on this 21st day of November, 2005

Billy Canavan
Billy Canavan

Mary Canavan
Mary Canavan

SWORN TO AND SUBSCRIBED BEFORE ME on this 21st day of November, 2005.

Shannan H. Bohnert
Notary Public, State of Texas

Notary's Printed Name: Shannan H. Bohnert

My Commission Expires: 12-16-08



Please have this Affidavit Notarized and recorded at the Kendall County office responsible for land records and return a stamped copy to South Texas Wastewater Treatment, PO Box 1284, Boerne, TX 78006.

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Dec 05, 2005 at 01:27P

Document Number: 00203184
Total Fees: 11.00 *pd*

Receipt Number - 81962
By Deputy: Paula Pfeiffer

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon and was duly recorded in the Official Records of Kendall County, Texas on:



DEC 6 2005
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: ASU Deputy



Central Texas Electric Co-op

386 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order No.: 60030
Line No.: _____
Name: _____

RIGHT OF WAY EASEMENT (DISTRIBUTION)

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Kendall

That William E. & Mary L. Caravan Jr. hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Kendall County, Texas, more particularly described as follows:

A tract of land located approximately 10 miles E of the City of Comfort;

and bounded on the north by land owned by: Jim Scheele;

on the south by land owned by: Marlan Aaronson;

on the east by land owned by: Cory Scheele;

on the west by land owned by: Jim Scheele.

*See last
Blank*

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, and/or 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 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 Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, 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, and his heirs, successors and assigns 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 shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

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

SIGNED this 3rd day of October, 2005.

WITNESS:

GRANTOR(S):

Harriet Kerchhoff

William E. Caravan Jr.
William E. Caravan Jr.

Mary L. Caravan
Prop. Owner Signature (S)
Said in front of a Notary
Mary L. Caravan

(over)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of October, 2005, by William E Canavan Jr

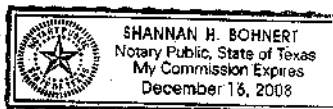
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me, the undersigned authority, on this the 3rd day of October, 2005, by William E Canavan Jr and Mary L Canavan



Shannan H Bohnert
Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ of _____, on behalf of _____

Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this the ____ day of _____, 20____, _____ appeared before me, and, after being duly sworn by me, stated that he saw _____, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

Notary Public, State of Texas

Have notary initials your signature (S) when copied

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:



MAR 28 2006

DARLENE HERRIN, County Clerk
Kendall County, Texas

By: SWP Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Mar 27, 2006 at 02:18P

Document Number: 00207086
Total Fees : 15.00 *pd*

Receipt Number - 85568
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT FOR RECIPROCAL ACCESS

DATE: June 21, 2010

FIRST PARTY: Sandra K. Brewer and J. Mark Brewer

FIRST PARTY'S MAILING ADDRESS:

3 Riverway, Suite 1800
Houston, Harris County, Texas 77056

Document filed by:
Guaranty Title Company of Boerne
GF # 101109

SECOND PARTY: Thorlin Ashton Lee and Jill R. Lee

SECOND PARTY'S MAILING ADDRESS:

28104 Cooper Leaf
Boerne, Kendall County, Texas 78015

FIRST PARTY'S LIENHOLDER: Crockett National Bank

SECOND PARTY'S LIENHOLDER: None.

FIRST PARTY'S PROPERTY:

Being 79.95 acres, more or less, being approximately 78.55 acres out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669 and 1.4 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 189, Abstract No. 693, Kendall County, Texas; said 79.95 acres being more fully described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

SECOND PARTY'S PROPERTY:

Being 80.05 acres, more or less, being approximately 32.35 acres out of original Survey No. 141, T. & N.O.R.R. Co., Abstract No. 669 and approximately 47.7 acres out of original Survey No. 189, C.C.S.D. & R.G.N.G.R.R. Co., Abstract No. 693, Kendall County, Texas; said 80.05 acres being more fully described by metes and bounds in **Exhibit "B"** attached hereto and incorporated herein for all purposes.

GMB SKB

EASEMENT PROPERTY:

All that certain area for ingress and egress easement, twenty-four (24) feet in width, lying and being situated in the County of Kendall; State of Texas; being across original Survey No. 141, T. & N.O.R.R. CO., Abstract No. 669; and original Survey No. 189, C.C.S.D. & R.G.N.G.R.R. CO., Abstract No. 693; being across part of that 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at Page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, Page 29, of the Deed Records of Kendall County, Texas; subject road easement is from the Upper Sisterdale Road to the most easterly north line of a 79.95 acre tract out of said 160.0 acre tract, and the center of subject easement, having 12 feet on either side, is being more particularly described by metes and bounds on Exhibit "C" attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof.

CONSIDERATION: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY OF THE EASEMENT PROPERTY:

Easements, rights-of-ways, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

GRANTS OF EASEMENTS:

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over, and across that portion of the Easement Property which is also a part of the First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever.

gmb SKB

First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an easement to, over, and across that portion of the Easement Property which is also a part of the Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Property and Second Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

TERMS AND CONDITIONS: The following terms and conditions apply to the Easements granted by this agreement:

1. *Character of Easements.* The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").

2. *Duration of Easements.* The duration of the Easements is perpetual.

3. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.

gmb SRB

4. *Use and Location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and across the Easement Property without interference except as set forth in this agreement and to use all access areas and driveways located on any portion of the Properties in exercising the Easements. A Holder may erect improvements on the portion of the Easement Property owned by that Holder only to the extent that the improvements will not unreasonably interfere with the use of and access to the access areas and driveways on such portion of the Easement Property by the other Holders and their employees, and other invitees. A Holder's employees and other invitees will not be entitled to park on the Easement Property but will be permitted to walk or drive across and otherwise traverse the Easement Property to obtain ingress to or egress from the Holder's Property.

5. *Maintenance of Easement Property.* All access ways, driveways, gates and entry features located on the Easement Property ("Easement Improvements") shall be maintained at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties in the market in which the Properties are located. The costs of the maintenance of the Easement Improvements to the point it intersects with and enters the driveway of the Second Party Property shall be paid one-half (1/2) by each party, unless and until other owners of property out of either Party's property are granted the right to use this easement, in which case the costs of maintenance and any improvements shall be shared on an equitable basis among all the parties using the road. The Parties agree to confer as to any necessary maintenance or improvements and to promptly pay to the party performing or contracting for the work their agreed share of any such costs. The Parties hereto will jointly choose a contractor to perform any necessary maintenance work on the Easement Improvements. The maintenance of all gates, fences and cattle guards adjoining the road shall be the responsibility of the Party who owns that improvement unless the improvements are part of an agreed joint Easement Improvement, in which case those costs shall be shared as agreed by the parties. Each Holder will be solely responsible for the costs of maintaining the access ways, driveways, and other improvements located on that Holder's Property, which is not a part of the Easement Property. Reimbursement to Party paying any joint expense will be payable on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

6. *Rights Reserved.* Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this

GMB SKB

agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Attorney's Fees.* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

11. *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 will be construed together and will constitute one and the same instrument.

12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Indemnity.* Each Party agrees to indemnify, defend, and hold harmless the other Party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying Party.

15. *Integration.* This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine

gmb skp

gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Recitals.* Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

FIRST PARTY:

Sandra K. Brewer

J. Mark Brewer

SECOND PARTY:



Thorlin Ashton Lee



Jill R. Lee

gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

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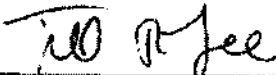
FIRST PARTY:


Sandra K. Brewer


J. Mark Brewer

SECOND PARTY:


Thorlin Ashton Lee


Jill R. Lee

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the ____ day of June, 2010, by
SANDRA K. BREWER.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the ____ day of June, 2010, by **J. MARK BREWER.**

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by
THORLIN ASHTON LEE.



Carol Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by **JILL R. LEE.**

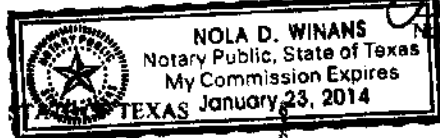


Carol Anderson
Notary Public in and for the State of Texas

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STATE OF TEXAS §
§
COUNTY OF KENDALL §

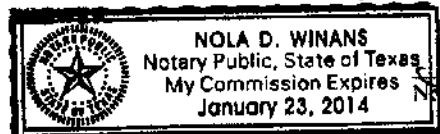
This instrument was acknowledged before me on the 21st day of June, 2010, by
SANDRA K. BREWER.



Nola D. Winans
Notary Public in and for the State of Texas

COUNTY OF KENDALL §

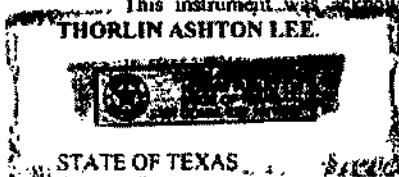
This instrument was acknowledged before me on the 21st day of June, 2010, by **J. MARK**



Nola D. Winans
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by
THORLIN ASHTON LEE.



Carol Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by **JILL R. LEE.**



Carol Anderson
Notary Public in and for the State of Texas

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CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of the lien on the First Party's Property, consents to the above grants of Easements, including the terms and conditions of the grants, and Lienholder subordinates its lien to the rights and interests of Holders, so that a foreclosure of the lien will not extinguish the rights and interests of the Holders.

Crockett National Bank

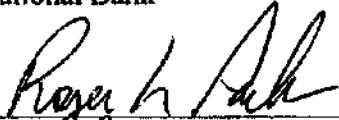
By: 
Name: ROGER W. PARKER
Title: VICE - PRESIDENT

EXHIBIT A

All that certain tract or parcel of land, lying and being situated in the County of Kendall, State of Texas, comprising 79.95 acres, more or less, being approximately 74.33 acres out of original Survey No. 141, T. & N. O. R. Co., Abstract No. 829; and approximately 1.4 acres out of original Survey No. 189, C. C. & N. G. N. G. R. Co., Abstract No. 693; being the south part of a 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, page 29, of the Deed Records of Kendall County, Texas; and subject tract being more particularly described by name and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake at a fence corner post found marking the most southerly southeast corner of said 299.588 acre Scheele tract, (deed 660/307; iron pin set at fence corner, reportedly the northeast corner of Juan Jose Casillas Survey No. 7) being the northeast corner of that 337.5 acre tract which was conveyed Martin Aronson, to Marshall W. Leaswell, Custodian, by deed dated the 19th day of January, 1948, of record in Volume 293, at page 721, of the Real Property Records of Kendall County, Texas, which tract is described in deed of record in Volume 86 page 543, of the Deed Records of Kendall County, Texas, (deed 86/543; the northwest corner of Survey No. 7), and being in a west line of that 340.337 acre tract which was conveyed from Gary Lee Scheele, to Matthew A. Scheele, et al., by deed of record in Volume 664, at page 76, of the Real Property Records of Kendall County, Texas, (the above tracts appear to be joiners but their deeds do not state they join);

THENCE with the south line of said 299.588 acre Scheele tract, the north line of said 337.5 acre Leaswell tract; along fence line, and along the north line of said Juan Jose Casillas original Survey No. 7, a south line of said original Survey No. 141, T. & N. O. R. Co., a direction of N.89°23'48"W., for a distance of 1454.16 feet (deed 660/307 total; continuing with fence 3.89°43'05"W. 4067.10') (deed 86/543 total; with fence on the north line of Survey (No. 7) S.88°03'E. 355.4', S.89°30'E. 1617.4' and S.89°43'E. 2003') to a 1/2" iron stake with cap marked Dominguez 1713, set to mark the most southerly southwest corner of subject tract;

THENCE with a division line of said 299.588 acre Scheele tract, the westerly line of subject tract, a direction of N.18°13'40"W., for a distance of 2016.64 feet to a 1/2" iron stake with cap marked Dominguez 1713, set to mark a re-entrant corner of subject tract, continuing a direction of S.82°48'33"W., for a distance of 377.50 feet to a 1/2" iron stake with cap marked Dominguez 1713, set to mark corner, and continuing a direction of N.32°18'11"W., for a distance of 1518.35 feet to a 1/2" iron stake with cap marked Dominguez 1713, set to mark the northwest corner of subject tract, being in the north line of said 299.588 acre Scheele tract, on the south side of the Upper Sisterdale Road, being located a distance of 200.0 feet a direction of N.88°58'36"E., from a 1/2" iron stake found at a metal fence corner post marking the northeast corner of that 15.728 acre tract which was conveyed from Vincent B. Durbin, Jr., et al., to Donald Ray Baker, et al., by deed of record in Volume 644, page 506, of the Real Property Records of Kendall County, Texas;

THENCE with the north line of said 299.588 acre Scheele tract, a south line (according to Kendall County tax rolls) of that 168.59 acre tract which was conveyed from Emil Arhelger, et al., to Martin Finney, by deed dated the 23rd day of March, 1953, of record in Volume 74, at page 55, of the Deed Records of Kendall County, Texas, (the above tract does not appear to be a joiner of the 299.588 acre Scheele tract, according to the description (possibly do to erroneous calls) and according to the deeds they do not state that they are joiners) being along fence line, a direction of N.89°28'14"E., for a distance of 70.70 feet (deed 660/307 total; N.18°18'56"E. 3791.47') to a 1/2" iron stake with cap marked Dominguez 1713 set to mark the northwest corner of a separate 80.05 acre tract out of said 160 acre tract, the most northerly northeast corner of subject tract;

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TRENCH with a division line of said 160.0 acre tract out of said 299.588 acre Scheele tract, a direction of $S.32^{\circ}29'11''E.$, for a distance of 34.95 feet to a $1/2''$ iron stake with cap marked Dominguez 1713 found marking corner, and continuing a direction of $S.67^{\circ}03'27''E.$, for a distance of 100.52 feet to a $1/2''$ iron stake with cap marked Dominguez 1713 set to mark corner;

TRENCH continuing with a division line of said 160.0 acre tract out of said 299.588 acre Scheele tract, being 70 east and normal from a west line of said 160.0 acre tract out of said 299.588 acre Scheele tract, a direction of $S.52^{\circ}16'11''E.$, for a distance of 1382.12 feet to a $1/2''$ iron stake with cap marked Dominguez 1713 found marking corner, continuing a direction of $N.82^{\circ}48'35''E.$, for a distance of 406.21 feet to a $1/2''$ iron stake with cap marked Dominguez 1713 found marking corner, and continuing a direction of $S.18^{\circ}13'40''E.$, for a distance of 268.18 feet to a $1/2''$ iron stake with cap marked Dominguez 1713 found marking the most easterly southwest corner of said separate 80.05 acre tract;

TRENCH continuing with a division line of said 160.0 acre tract out of said 299.588 acre Scheele tract, the south line of said separate 80.05 acre tract, a direction of $N.89^{\circ}29'06''E.$, for a distance of 2161.82 feet to a $1/2''$ iron stake with cap marked Dominguez 1713 found marking the southeast corner of said separate 80.05 acre tract, the most easterly northeast corner of subject tract, being in an east line of said 299.588 acre Scheele tract, a west line of that 348.237 acre tract described in Exhibit "B" which was conveyed from Otto Dean Scheele, to O & F Partnership, LTD, by deed of record in Volume 607, at page 296, of the Real Property Records of Kendall County, Texas, (the above tracts appear to be jointure but their deeds do not state they join);

TRENCH with an east line of said 299.588 acre Scheele tract, a west line of said 348.237 acre O & F tract, along fence line, a direction of $S.0^{\circ}00'07''W.$, for a distance of 344.73 feet (deed 660/296- $S.0^{\circ}44'E. 348.73$) to a $1/2''$ iron stake at a metal fence corner post (deed 664/76- iron stake set in fence line) found marking the southwest corner of said 348.237 acre O & F tract, being the most northerly southwest corner of said 348.237 acre Matthew A. Scheele tract, continuing with an east line of said 299.588 acre Scheele tract, a west line of said 348.237 acre Matthew A. Scheele tract, along fence line, a direction of $S.0^{\circ}01'36''E.$, for a distance of 872.51 feet (deed 664/76- with fence) (deed 664/76- $S.0^{\circ}44'E. 877.57'$), and continuing a direction of $S.1^{\circ}32'33''E.$, for a distance of 234.30 feet (deed 660/307- $S.0^{\circ}39'41''E. 1989.56'$) (deed 664/76- $S.2^{\circ}16'E. 254.50$) to a $3/8''$ iron stake found at a metal fence corner post (deed 660/307- iron pin set at a fence corner reportedly the southwest corner of Survey No. 204) marking the most easterly southeast corner of said 299.588 acre Scheele tract (the above tracts appear to be jointure but their deeds do not state they join);

TRENCH with a south line of said 299.588 acre Scheele tract, a north line of said 348.237 acre Matthew A. Scheele tract, along fence, a direction of $S.89^{\circ}28'41''W.$, for a distance of 153.17 feet (deed 660/307- $S.88^{\circ}22'34''W. 194.41'$) (deed 664/76- with fence $S.88^{\circ}16'00''W. 194.41'$) to a $3/8''$ iron stake found at a metal fence corner post (deed 660/307- iron pin set at a fence corner) marking a monument corner of said 299.588 acre Scheele tract, a northwest corner of said 348.237 acre Matthew A. Scheele tract (the above tracts appear to be jointure but their deeds do not state they join);

TRENCH with an east line of said 299.588 acre Scheele tract, a west line of said 348.237 acre Matthew A. Scheele tract, along fence line, a direction of $S.0^{\circ}16'16''W.$, for a distance of 294.53 feet (deed 660/307- $S.0^{\circ}13'17''W. 293.72'$) (deed 664/76- with fence $S.0^{\circ}17'0''W. 1004.30'$) to the place of beginning. (the above tracts appear to be jointure but their deeds do not state they join).

Readings based on Global Positioning Systems grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Dominguez, Registered Professional Land Surveyor No. 1713.

Charles B. Dominguez
Charles B. Dominguez
Registered Professional Land Surveyor No. 1713

Job No. 5548

EXHIBIT "A"

Page 2 of 2

EXHIBIT A

qmb sks

EXHIBIT B

Re: description of 80.05 acres out of former Scheele Ranch, Kendall County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kendall, State of Texas; comprising 80.05 acres, more or less; being approximately 32.35 acres out of original Survey No. 141, T. & N. O. R. R. Co., Abstract No. 669; and approximately 47.7 acres out of original Survey No. 189, C. C. S. D. & R. G.N.O.R.R. Co., Abstract No. 699; being the north part of a 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, page 29, of the Deed Records of Kendall County, Texas; and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake at a fence corner post [deed 660/307- iron pin set in a fence for the most easterly northeast corner of Survey No. 189] found marking the northeast corner of said 299.588 acre Scheele tract, being in a west line of that 348.237 acre tract described in Exhibit "B" which was conveyed from Olin Dean Scheele, to O & J Partnership, LTD., by deed of record in Volume 607, at page 296, of the Real Property Records of Kendall County, Texas, (the above tracts appear to be jointers but their deeds do not state they join);

THENCE with an east line of said 299.588 acre Scheele tract, a west line of said 348.237 acre O & J tract, along fence line, a direction of S.0°26'20"E., for a distance of 99.02 feet [deed 607/296- with fence] [deed 607/296 total - S.1°10'E. 303.50'], continuing a direction of S.0°23'53"E., for a distance of 217.50 feet [deed 607/296- S.1°08'E. 217.50'], continuing a direction of S.0°11'53"E., for a distance of 327.50 feet [deed 660/307- S.1°07'53"E. 624.30'] [deed 607/280- S.0°56'E. 327.50'], continuing a direction of S.0°16'53"E., for a distance of 236.20 feet [deed 607/296- S.1°01'E. 236.20'], continuing a direction of S.0°11'07"W., for a distance of 239.00 feet [deed 607/296- S.0°33'E. 239.00'], to a 1/2" iron stake with cap marked Dominguez 1713 set to mark the southeast corner of subject tract, the most easterly northeast corner of a separate 79.95 acre tract out of said 299.588 acre Scheele tract;

THENCE with a division line of said 160.0 acre tract out of said 299.588 acre Scheele tract, the south line of subject tract, a direction of S.89°29'06"W., for a distance of 2141.82 feet to a 1/2" iron stake with cap marked Dominguez 1713 set to mark the most southerly southwest corner of subject tract, being located a distance of 70 feet east and normal from a west line of said 160.0 acre tract out of said 299.588 acre Scheele tract;

THENCE with a division line of said 160.0 acre tract out of said 299.588 acre Scheele tract, being 70 feet east and normal from a west line of said 160.0 acre tract out of said 299.588 acre Scheele tract, a direction of N.18°13'40"W., for a distance of 368.18 feet to a 1/2" iron stake with cap marked Dominguez 1713 set to mark a reentrant corner of subject tract, continuing a direction of S.82°48'35"W., for a distance of 406.25 feet to a 1/2" iron stake with cap marked Dominguez 1713 set to mark corner, and continuing a direction of N.32°18'11"W., for a distance of 1382.12 feet to a 1/2" iron stake with cap marked Dominguez 1713 set to mark corner;

2
qmb540

Page 2 of 2 - description of 80.05 acres out of former Schoele Ranch, Kendall County, Texas.

THENCE with a division line of said 160.0 acre tract out of said 299.588 acre Schoele tract, a direction of N.67°03'27"W., for a distance of 100.52 feet and continuing a direction of N.52°29'11"W., for a distance of 54.95 feet to a 1/2" iron stake with cap marked Dominguez 1713 set to mark the northwest corner of subject tract, a northeast corner of said 160.0 acre tract out of said 299.588 acre Schoele tract, being in the north line of said 299.588 acre Schoele tract, located a distance of 70.7 feet, a direction of N.83°58'36"E., from a 1/2" iron stake with cap marked Dominguez 1713 found marking the northwest corner of said 160.0 acre tract out of said 299.588 acre Schoele tract;

THENCE with the north line of said 299.588 acre Schoele tract, a south line (according to Kendall County tax rolls) of that 168.59 acre tract which was conveyed from Emil Arhelger, et. ux., to Harris Finney, by deed dated the 23rd day of March, 1953, of record in Volume 74, at page 55, of the Deed Records of Kendall County, Texas, and a south line (according to Kendall County tax rolls) of that 81.69 acre tract which was conveyed from Emil Arhelger, et. ux., to Veterans Land Board of State of Texas, by deed dated 23rd day of March, 1953, of record in Volume 74, at page 52, of the Deed Records of Kendall County, Texas, (the above two tracts do not appear to be joiners of the 299.588 acre Schoele tract, according to their descriptions (possibly do to erroneous calls) and according to the three deeds they do not state that they are joiners) being along fence line, a direction of N.89°58'36"E., for a distance of 2874.40 feet (deed 660/307- N.89°18'56"E. 3791.47') to a 1/2" iron stake at a fence corner post found marking corner, a southwest corner of that 268.562 acre tract which was conveyed from James Henry Schoele, to Sharon Harwood, et. al., by deed dated the 4th day of June, 1992, of record in Volume 368, at page 713, of the Real Property Records of Kendall County, Texas, and continuing with the north line of said 299.588 acre Schoele tract, a south line of said 268.562 acre Harwood tract a direction of S.89°16'34"E., for a distance of 1051.55 feet (deed 660/307 & 368/713- N.89°58'05"E. 1051.40') to the place of beginning.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Dominguez, Registered Professional Land Surveyor No. 1713.


Charles B. Dominguez
Registered Professional Land Surveyor No. 1713 Job No.

EXHIBIT B

QMB 5/6/05

EXHIBIT C
Domingues & Asda.
Professional Land Surveying

Re: description of 24 foot wide road easement from Upper Sisterdale Road to the most easterly north line of a 79.95 acre tract, out of former Scheele Ranch, Kendall County, Texas.

All that certain area for ingress and egress easement, twenty four (24) feet in width, lying and being situated in the County of Kendall; State of Texas; being across original Survey No. 141, T. & N. O. R. R. Co., Abstract No. 669; and original Survey No. 189, C. C. S. D. & R. O.N.G.R.R. Co., Abstract No. 693; being across part of that 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, page 29, of the Deed Records of Kendall County, Texas; subject road easement is from the Upper Sisterdale Road to the most easterly north line of a 79.95 acre tract out of said 160.0 acre tract, and the center of subject easement, having 12 feet on either side, is more particularly described by metes and bounds, as follows, to wit:

BEGINNING where the approximate center of an existing driveway intersects a north line of said 160.0 acre tract, also the north line of said 299.588 acre Scheele tract, being on the south side of said Upper Sisterdale Road, and being located a distance of 115.9 feet, a direction of N.88°58'36"E., from a 1/2" iron stake with cap marked Domingues 1713 found marking the northwest corner of said 160.0 acre tract, also being the northwest corner of a 79.95 acre Canavan tract that is out of said 160.0 acre tract, which corner is located a distance of 200.0 feet a direction of N.88°58'36"E., from a 1/2" iron stake found at a metal fence corner post marking the northeast corner of that 13.728 acre tract which was conveyed from Vincent B. Durbin, Jr., et ux., to Donald Ray Baker, et ux., by deed of record in Volume 644, page 308, of the Real Property Records of Kendall County, Texas, said beginning corner is also located a distance of 45.22 feet, a direction of N.88°58'36"E., from a 1/2" iron stake with cap marked Domingues 1713 found marking the most northerly northeast corner of said 79.95 acre Canavan tract, for the northwest corner of the remaining 80.05 acre tract out of said 160.0 acre tract;

THENCE with the approximate center of the existing driveway, a direction of S.19°48'E., for a distance of 90.28 feet, continuing a direction of S.45°03'E., for a distance of 107.14 feet, continuing a direction of S.52°33'E., for a distance of 163.99 feet, continuing a direction of S.59°39'E., for a distance of 136.09 feet, continuing a direction of S.46°30'E., for a distance of 162.27 feet, continuing a direction of S.58°44'E., for a distance of 383.48 feet, continuing a direction of S.41°44'E., for a distance of 155.94 feet, continuing a direction of S.50°20'E., for a distance of 348.81 feet, continuing a direction of N.82°35'E., for a distance of 377.49 feet, continuing a direction of S.54°48'E., for a distance of 158.45 feet, and continuing a direction of S.17°42'E., for a distance of 105.76 feet to where the approximate center of said existing driveway intersects the most southerly north line of said 79.95 acre Canavan tract, for the most southerly south line of said remaining 80.05 acre tract out of said 160.0 acre tract, which intersection is located a distance of 36.37 feet, a direction of S.89°29'06"W., from a 1/2" iron stake with cap marked Domingues 1713 found marking a reentrant corner of said 79.95 acre Canavan tract, for the most southerly southwest corner of said remaining 80.05 acre tract out of said 160.0 acre tract.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.


Charles B. Domingues 06 08 10

Registered Professional Land Surveyor No. 1713 Job No. 5548

Only those prints containing the raised seal should be considered official and relied upon by the user.
609 Sidney Baker - Kerrville, Tx. 78028 Tel. 830/896 6900 Fax 830/896 6901

gmb skd

Doc # 00249883
Vol 1218 Pg 57

Filed & Recorded in:

KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK

06/22/2010 3:23PM

Document Number: 00249883
Total Fees : \$67.00

Receipt Number - 10607
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

atlas

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed
in File Number Sequence on the date and
at the time stamped hereon and was duly
recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

06/22/2010
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: *PP* Deputy

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.



Central Texas Electric Co-op

366 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order # 80466

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That William E. Canavan Jr., hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Kendall County, Texas, more particularly described as follows:

A 11.00 acre tract of land owned by William Canavan recorded in

Vol. _____, Pages _____, Property ID: 50285

Deed Records of _____ County, Texas.

Subdivision / Development, _____, Lot/Tract No. _____

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or 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 easement shall be 20 feet wide, one half (1/2) of such distance on either side of the centerline of the easement as shown in Exhibit A, attached and made a part hereof. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, 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, and his heirs, successors and assigns 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 shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

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

SIGNED this 20th day of February, 2008

WITNESS:

Will D.

GRANTOR(S):

William E. Canavan, Jr.

William E. Canavan, Jr.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall§
§
§

This instrument was acknowledged before me, the undersigned authority, on this the 20th day of February, 2008, by William E. Caravan Jr



Shannan H. Bohnert
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ and _____

Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ of _____, on behalf of _____

Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall§
§
§

Before me, the undersigned authority, on this the 20th day of February, 2008, Mike Day, appeared before me, and, after being duly sworn by me, stated that he saw William E. Caravan Jr, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.



Shannan H. Bohnert
Notary Public, State of Texas

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: May 05, 2008 at 02:50P

Document Number: 00231761

Total Fees : 15.00 *pd*

Receipt Number - 110423

By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS, COUNTY OF KENDALL

I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped hereon and was duly recorded in the
Official Records of Kendall County, Texas on:



MAY 6 2008
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *[Signature]* Deputy



Central Texas Electric Co-op

888 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order # 80466

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That William E. Caravan Jr., hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Kendall County, Texas, more particularly described as follows.

A 1160 acre tract of land owned by William Caravan recorded in Vol. _____, Pages _____, Property ID: 50285
Deed Records of _____ County, Texas
Subdivision / Development, _____, Lot/Tract No. _____

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or 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 easement shall be 20 feet wide, one half (1/2) of such distance on either side of the centerline of the easement as shown in Exhibit A, attached and made a part hereof. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, 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, and his heirs, successors and assigns 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 shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

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

SIGNED this 20th day of February, 20 08

WITNESS

Neil Day

GRANTOR(S):

William E. Caravan, Jr.
William E. Caravan, Jr.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me, the undersigned authority, on this the 20th day of February, 2008, by William E. Canavan Jr.



Shannan H. Bohnert
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ and _____

Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ of _____, on behalf of _____

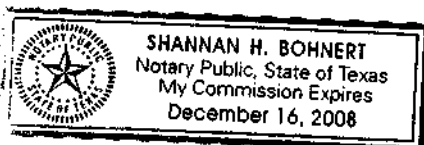
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

Before me, the undersigned authority, on this the 20th day of February, 2008, Mike Day, appeared before me, and, after being duly sworn by me, stated that he saw William E. Canavan Jr. Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.



Shannan H. Bohnert
Notary Public, State of Texas

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: May 05, 2008 at 02:50P

Document Number: 00231760
Total Fees : 15.00 *pd*

Receipt Number - 110423
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS, COUNTY OF KENDALL

I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped hereon and was duly recorded in the
Official Records of Kendall County, Texas on:



MAY 6 2008
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *ACM* Deputy



HILL COUNTRY TELEPHONE COOPERATIVE, INC.

POST OFFICE DRAWER D • INGRAM, TEXAS 78025
830/367-5333 OR 1-800-292-5457

TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) William E. Caravan Jr & Mary L. Caravan, (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Kendall, State of Texas, and more particularly described as follows:

A tract of land approximately 19.05 acres, located 12 miles in a eastern direction from the Town of Comfort, County of Kendall, State of Texas, being _____ Acres out of _____ Survey No. _____, Abstract No. _____
_____ Acres out of _____ Survey No. _____, Abstract No. _____
bounded by land owned by 407 Upper Sisterdale Road
_____ to the North
_____ to the South
_____ to the East
_____ to the West

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, as well as all other forms of communications and services in any form provided to us from members or non-members by any and all connectors, interconnectors, internets, carriers, or other service providers or receivers, regardless of the method of communication now used or perfected for use in the future, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wire and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following: _____

IN WITNESS HEREOF, the undersigned have set their hands and seals this 31st day of March, 2006.

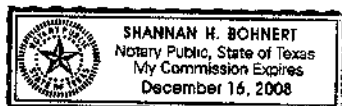
William E. Caravan Jr
Mary L. Caravan

The State of Texas

The County of Kendall

Before me, (Shannan H Bohnert) a Notary public, on this day personally appeared William E Caravan Jr & Mary L Caravan, 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 March, A.D., 2006



Shannan H Bohnert
Notary Public, Kendall County, Texas
My Commission Expires 12-16-08

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Sep 18, 2006 at 03:07P

Document Number: 00213562
Total Fees : 11.00 *due*

Receipt Number - 91493
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:

SEP 19 2006



DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *ACM* Deputy

TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the under signed, (whether one or more) EDWIN SCHEELLE & LOUISE SCHEELLE (undivided) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do here by grant unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a cooperative corporation (hereinafter called the 'Cooperative') and to its successors or assigns the right to enter upon the lands of the undersigned situated in the County of KENDALL, State of Texas, and more particularly described as follows:

A tract of land approximately 3.77 acres, located 1.2 miles in a NE direction from the Town of COMFORT, County of KENDALL, State of Texas, and bounded by land owned by

HARRIS FINNEY on the North; EDDIE SCHEELLE ANNA POSS on the East; CHESTER POSS on the South; and EK. FLAEN on the West,

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wires and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative,

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 21 day of DECEMBER 1955.

Edwin Scheelle
Edwin Scheelle

Louise Scheelle
Louise Scheelle

Signed, sealed and delivered in the presence of:

Herman Kunz
Herman Kunz

☒ Member
☐ None Member
☐ Prospect

x

✓

309

The State of Texas

County of GILLESPIE } Before me, the undersigned authority,
HERMAN KUNZ on this day - personally appeared
 known to me
 to be the person whose name is subscribed as a witness to the fore-
 going instrument of writing, and after being duly sworn by me stated
 on oath that he saw EDWIN SCHEELE
 the grantor or person who executed the foregoing instrument, sub-
 scribe 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 the 20 day of January, 1956

Frank A. Schmidt
 Notary Public in and for GILLESPIE
 County, Texas.

FRANK A. SCHMIDT
 Notary Public, Gillespie County, Texas

The State of Texas

County of GILLESPIE } Before me, the undersigned authority,
HERMAN KUNZ on this day personally appeared
 known to me
 to be the person whose name is subscribed as a witness to the fore-
 going instrument of writing, and after being duly sworn by me stated
 on oath that he saw LOUISE SCHEELE
 the grantor or person who executed the foregoing instrument, sub-
 scribe 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 the 20 day of January, 1956

Frank A. Schmidt
 Notary Public in and for GILLESPIE
 County, Texas.

FRANK A. SCHMIDT
 Notary Public, Gillespie County, Texas

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in
 the Public Records on the 17th day of January, 1956, at the time stamp-
 ing and recording office of the County Clerk, in the
 Public Records of Kendall County, Texas on:

Feb. 17, 1956

Vol. 202, Pages 832-833



Dorlene Herrin

Kendall County, Texas

Deputy
 Deputy

PARLENE HERRIN
 COUNTY CLERK, KENDALL COUNTY

FILED FOR RECORD
 1956 FEB 14 AM 11:07

HILL COUNTRY TELEPHONE CO-OP INC.

P. O. BOX 10
 KINGSBURG, TEXAS 78255

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.



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

LINE NO. 00-0662

EASEMENT NO. _____

NAME _____

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Kendall

That the undersigned James H. Scheele hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kendall, State of Texas and more particularly described as follows:

A tract of land located approximately _____ miles _____ from the town of _____
(Show Direction Above)

and bounded on the north by land owned by: Upper Sisterdale Road

on the south by land owned by: _____

on the east by land owned by: Hilmar E. Bechtold & David M. Murrayon the west by land owned by: Donald Baker

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

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

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

GRANTING EASEMENT AS per sketch attached

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 24 day of November

2000

Grantor Signature

James H. Scheele

L.S.

James H. Scheele

DATE: 11-24-00

x

L.S.

OVER

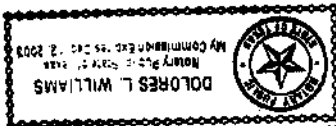
or the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of Comal

Before me, the undersigned authority, on this day personally appeared JAMES H. SCHUELE 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 DECEMBER, 192009



Dolores L. Williams
Notary Public, Comal County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of _____

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

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

Notary Public, _____ County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, _____ County, Texas

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

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

Notary Public, _____ County, Texas

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

Filed

The _____ day of _____, 19____, at _____ o'clock _____ M. in _____ County, Texas.

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

County Clerk

By: _____ Deputy

After Recording Return To:

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P.O. Box 553

Fredericksburg, Texas 78624-0553

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:

MAR 13 2001



DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *DP* Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Mar 12, 2001 at 03:36PM

Document Number: 0150115
Total Fees : 13.00 *pd*

Receipt Number - 32160
By Deputy: Paula Pfeiffer

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

GF25649

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, JAMES HENRY SCHEELE and wife, CAROL A. SCHEELE, are the owners of that certain 275.86 acre, more or less, tract of land being situated in Kendall County, Texas, out of Survey No. 19, Abstract No. 693 and Survey No. 141, Abstract No. 669, and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes;

WHEREAS, JAMES HENRY SCHEELE and wife, CAROL A. SCHEELE 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 275.86 acre tract of the land as owned by any Owner.

1.03. DEVELOPER as used in these restrictions shall refer to JAMES HENRY SCHEELE and CAROL A. SCHEELE, their heirs, successors or assigns.

1.04. PROPERTY shall mean and refer to that certain real property situated in Kendall County, Texas, and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

II.

RESTRICTIONS

2.01. No mobile or manufactured home shall be erected, placed or maintained upon the Property.

2.02. Commercial operations or ventures for the raising of swine on the Property are prohibited.

2.03. The Property shall not be subdivided into tracts containing less than 40 acres.

2.04. Abandoned automobiles shall not be stored or disposed of on the Property.

2.05. Garbage or refuse, or any hazardous material shall not be disposed of or buried on the Property. No sanitary landfill shall be permitted.

III.

MISCELLANEOUS

3.01. These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Developer until October 1, 2025, at which time said restrictive covenants shall terminate.


3.02. These restrictions may be amended or modified at anytime by the owners of tracts aggregating more than 66% of the total acreage in the Property executing 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 Kendall 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.

3.03. Developer 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 Developer only, filed for record in the office of the County Clerk of Kendall 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 Kendall County, Texas.

3.04. 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 Developer 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.

3.05. Developer 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 4 day of October, 2005.


JAMES HENRY SCHEELE


CAROL S. SCHEELE

THE STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on this 4 day of October, 2005, by
JAMES HENRY SCHEELE and wife, CAROL A. SCHEELE.





Notary Public, State of Texas

Exhibit "A"

BEING a 299.588 acre, more or less, tract of land, being approximately 62.991 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 189, Abstract No. 693 and approximately 236.597 acres out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669, Kendall County, Texas located about 14.8 miles N. 7 degrees W of the county seat in Boerne, Texas, and being more particularly described as First Tract in Deed from James Henry Scheele to Carol A. Scheele dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas.

SAVE AND EXCEPT therefrom the following tracts of land:

Tract I: BEING that certain 13.728 acre, more or less, tract of land, being approximately 8.240 acres out of the C.C.S.D. & R.G.N.G. R.R. Co. Survey No. 189, Abstract No. 693 and approximately 5.488 acres out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669, Kendall County, Texas, located about 15.6 miles N. 6 degrees W. of the county seat in Boerne, Texas, being the northwest corner of a tract as described in Volume 73, Page 336, Probate Records of Kendall County, Texas, and being more particularly described in deed from Vincent B. Durbin, Jr., et ux to Donald Ray Banker, et ux, recorded in Volume 644, Page 308, Real Property Records of Kendall County, Texas.

Tract II: BEING a 10.00 acre, more or less, tract of land, out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669, Kendall County, Texas, and being more particularly described in Deed from James Henry Scheele, et ux to Donald Baker, et al, found of record in Volume 846, at page 355, of the Official Records of Kendall County, Texas.

**STATE OF TEXAS
COUNTY OF KENDALL**

I hereby certify that this instrument was filed in File Number
Sequence on the date and the time stamped hereon and
was duly recorded in the Official Records of Kendall County,
Texas on:



OCT 5 2005
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: ACH Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Oct 04, 2005 at 03:32P

Document Number: 00201337
Total Fees : 23.00

Receipt Number - 50055
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin. *KAC*

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF KENDALL
STATE OF TEXAS

★
★

Before me, the undersigned authority, on this day personally appeared Billy and Mary Canavan who, after being by me duly sworn, upon oath states that he is the owner of owner of record of that certain tract or parcel of land lying and being situated in Kendall County, Texas, and being more particularly described as follows:

160 acres out of survey 189 Abs 693

Kendall County, Texas

The undersigned further states that he/she will, upon any sale or transfer of the above-described property, request a transfer of the permit to operate such surface application system to the buyer or transferee. Any buyer or transferee is hereby notified that a maintenance contract with an approved maintenance company will be required for use of the system.

WITNESS MY/OUR HAND(S) on this 21st day of November, 2005

Billy Canavan
Billy Canavan

Mary Canavan
Mary Canavan

SWORN TO AND SUBSCRIBED BEFORE ME on this 21st day of November, 2005.

Shannan H. Bohnert
Notary Public, State of Texas

Notary's Printed Name: Shannan H. Bohnert

My Commission Expires: 12-16-08



Please have this Affidavit Notarized and recorded at the Kendall County office responsible for land records and return a stamped copy to South Texas Wastewater Treatment, PO Box 1284, Boerne, TX 78006.

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Dec 05, 2005 at 01:27P

Document Number: 00203184
Total Fees: 11.00 *pd*

Receipt Number - 81962
By Deputy: Paula Pfeiffer

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon and was duly recorded in the Official Records of Kendall County, Texas on:



DEC 6 2005
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: ASU Deputy



Central Texas Electric Co-op

386 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order No.: 60030
Line No.: _____
Name: _____

RIGHT OF WAY EASEMENT (DISTRIBUTION)

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Kendall

That William E. & Mary L. Caravan Jr. hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Kendall County, Texas, more particularly described as follows:

A tract of land located approximately 10 miles E of the City of Comfort;

and bounded on the north by land owned by: Jim Scheele;

on the south by land owned by: Marlan Aaronson;

on the east by land owned by: Cory Scheele;

on the west by land owned by: Jim Scheele.

*See last
Blank*

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, and/or 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 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 Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, 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, and his heirs, successors and assigns 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 shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

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

SIGNED this 3rd day of October, 2005.

WITNESS:

GRANTOR(S):

Harriet Kerchhoff

William E. Caravan Jr.
William E. Caravan Jr.

Mary L. Caravan
Prop. Owner Signature (S)
Signed in front of a Notary
Mary L. Caravan

(over)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me, the undersigned authority, on this the ____ day
of October, 2005, by William E Canavan Jr

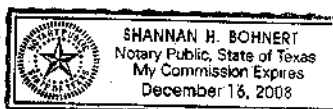
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me, the undersigned authority, on this the 3rd day
of October, 2005, by William E Canavan Jr and
Mary L Canavan



Shannan H Bohnert
Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this the ____ day
of _____, 20____, by _____
of _____, on behalf of _____

Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this the ____ day of _____,
20____, appeared before me, and, after being duly
sworn by me, stated that he saw _____, Grantor,
subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

Notary Public, State of Texas

Have notary in state, your signature (S) when copied

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:



MAR 28 2006

DARLENE HERRIN, County Clerk
Kendall County, Texas

By: SWP Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Mar 27, 2006 at 02:18P

Document Number: 00207086
Total Fees : 15.00 *pd*

Receipt Number - 85568
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT FOR RECIPROCAL ACCESS

DATE: June 21, 2010

FIRST PARTY: Sandra K. Brewer and J. Mark Brewer

FIRST PARTY'S MAILING ADDRESS:

3 Riverway, Suite 1800
Houston, Harris County, Texas 77056

Document filed by:
Guaranty Title Company of Boerne
GF # 101109

SECOND PARTY: Thorlin Ashton Lee and Jill R. Lee

SECOND PARTY'S MAILING ADDRESS:

28104 Cooper Leaf
Boerne, Kendall County, Texas 78015

FIRST PARTY'S LIENHOLDER: Crockett National Bank

SECOND PARTY'S LIENHOLDER: None.

FIRST PARTY'S PROPERTY:

Being 79.95 acres, more or less, being approximately 78.55 acres out of the T. & N.O.R.R. Co. Survey No. 141, Abstract No. 669 and 1.4 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 189, Abstract No. 693, Kendall County, Texas; said 79.95 acres being more fully described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

SECOND PARTY'S PROPERTY:

Being 80.05 acres, more or less, being approximately 32.35 acres out of original Survey No. 141, T. & N.O.R.R. Co., Abstract No. 669 and approximately 47.7 acres out of original Survey No. 189, C.C.S.D. & R.G.N.G.R.R. Co., Abstract No. 693, Kendall County, Texas; said 80.05 acres being more fully described by metes and bounds in **Exhibit "B"** attached hereto and incorporated herein for all purposes.

GMB SKB

EASEMENT PROPERTY:

All that certain area for ingress and egress easement, twenty-four (24) feet in width, lying and being situated in the County of Kendall; State of Texas; being across original Survey No. 141, T. & N.O.R.R. CO., Abstract No. 669; and original Survey No. 189, C.C.S.D. & R.G.N.G.R.R. CO., Abstract No. 693; being across part of that 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at Page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, Page 29, of the Deed Records of Kendall County, Texas; subject road easement is from the Upper Sisterdale Road to the most easterly north line of a 79.95 acre tract out of said 160.0 acre tract, and the center of subject easement, having 12 feet on either side, is being more particularly described by metes and bounds on Exhibit "C" attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof.

CONSIDERATION: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY OF THE EASEMENT PROPERTY:

Easements, rights-of-ways, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

GRANTS OF EASEMENTS:

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over, and across that portion of the Easement Property which is also a part of the First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever.

gmb SKB

First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an easement to, over, and across that portion of the Easement Property which is also a part of the Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Property and Second Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

TERMS AND CONDITIONS: The following terms and conditions apply to the Easements granted by this agreement:

1. *Character of Easements.* The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").

2. *Duration of Easements.* The duration of the Easements is perpetual.

3. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.

gmb SRB

4. *Use and Location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and across the Easement Property without interference except as set forth in this agreement and to use all access areas and driveways located on any portion of the Properties in exercising the Easements. A Holder may erect improvements on the portion of the Easement Property owned by that Holder only to the extent that the improvements will not unreasonably interfere with the use of and access to the access areas and driveways on such portion of the Easement Property by the other Holders and their employees, and other invitees. A Holder's employees and other invitees will not be entitled to park on the Easement Property but will be permitted to walk or drive across and otherwise traverse the Easement Property to obtain ingress to or egress from the Holder's Property.

5. *Maintenance of Easement Property.* All access ways, driveways, gates and entry features located on the Easement Property ("Easement Improvements") shall be maintained at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties in the market in which the Properties are located. The costs of the maintenance of the Easement Improvements to the point it intersects with and enters the driveway of the Second Party Property shall be paid one-half (1/2) by each party, unless and until other owners of property out of either Party's property are granted the right to use this easement, in which case the costs of maintenance and any improvements shall be shared on an equitable basis among all the parties using the road. The Parties agree to confer as to any necessary maintenance or improvements and to promptly pay to the party performing or contracting for the work their agreed share of any such costs. The Parties hereto will jointly choose a contractor to perform any necessary maintenance work on the Easement Improvements. The maintenance of all gates, fences and cattle guards adjoining the road shall be the responsibility of the Party who owns that improvement unless the improvements are part of an agreed joint Easement Improvement, in which case those costs shall be shared as agreed by the parties. Each Holder will be solely responsible for the costs of maintaining the access ways, driveways, and other improvements located on that Holder's Property, which is not a part of the Easement Property. Reimbursement to Party paying any joint expense will be payable on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

6. *Rights Reserved.* Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this

GMB SKB

agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Attorney's Fees.* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

11. *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 will be construed together and will constitute one and the same instrument.

12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Indemnity.* Each Party agrees to indemnify, defend, and hold harmless the other Party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying Party.

15. *Integration.* This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine

gmb skp

gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Recitals.* Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

FIRST PARTY:

Sandra K. Brewer

J. Mark Brewer

SECOND PARTY:



Thorlin Ashton Lee



Jill R. Lee

gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

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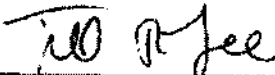
FIRST PARTY:


Sandra K. Brewer


J. Mark Brewer

SECOND PARTY:


Thorlin Ashton Lee


Jill R. Lee

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the ____ day of June, 2010, by
SANDRA K. BREWER.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the ____ day of June, 2010, by **J. MARK
BREWER.**

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by
THORLIN ASHTON LEE.



Carol Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by **JILL R.
LEE.**

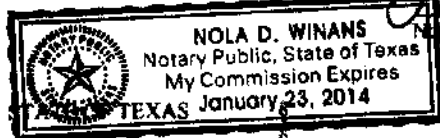


Carol Anderson
Notary Public in and for the State of Texas

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STATE OF TEXAS §
§
COUNTY OF KENDALL §

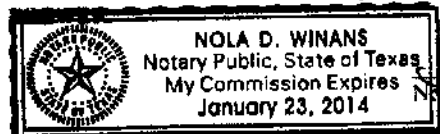
This instrument was acknowledged before me on the 21st day of June, 2010, by
SANDRA K. BREWER.



Nola D. Winans
Notary Public in and for the State of Texas

COUNTY OF KENDALL §

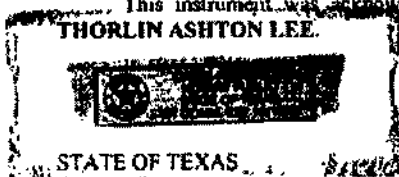
This instrument was acknowledged before me on the 21st day of June, 2010, by **J. MARK**



Nola D. Winans
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by
THORLIN ASHTON LEE.



Carol Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 15 day of June, 2010, by **JILL R. LEE.**



Carol Anderson
Notary Public in and for the State of Texas

\\pchsdc02\B24\B24-7\Easement Agreement for Reciprocal Access102017.wpd

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of the lien on the First Party's Property, consents to the above grants of Easements, including the terms and conditions of the grants, and Lienholder subordinates its lien to the rights and interests of Holders, so that a foreclosure of the lien will not extinguish the rights and interests of the Holders.

Crockett National Bank

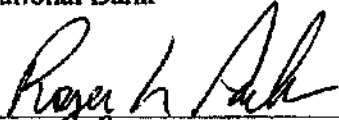
By: 
Name: ROGER W. PARKER
Title: VICE - PRESIDENT

EXHIBIT C
Domingues & Asda.
Professional Land Surveying

Re: description of 24 foot wide road easement from Upper Sisterdale Road to the most easterly north line of a 79.95 acre tract, out of former Scheele Ranch, Kendall County, Texas.

All that certain area for ingress and egress easement, twenty four (24) feet in width, lying and being situated in the County of Kendall; State of Texas; being across original Survey No. 141, T. & N. O. R. R. Co., Abstract No. 669; and original Survey No. 189, C. C. S. D. & R. O.N.G.R.R. Co., Abstract No. 693; being across part of that 160.0 acre tract, which is out of that 299.588 acre tract which a one-half interest was conveyed from James Henry Scheele, to Carol A. Scheele, by deed dated the 30th day of November, 2000, of record in Volume 660, at page 307, of the Official Records of Kendall County, Texas; which tract is part of that First tract conveyed to Edwin Scheele, described in that Partition Deed recorded in Volume 63, page 29, of the Deed Records of Kendall County, Texas; subject road easement is from the Upper Sisterdale Road to the most easterly north line of a 79.95 acre tract out of said 160.0 acre tract, and the center of subject easement, having 12 feet on either side, is more particularly described by metes and bounds, as follows, to wit:

BEGINNING where the approximate center of an existing driveway intersects a north line of said 160.0 acre tract, also the north line of said 299.588 acre Scheele tract, being on the south side of said Upper Sisterdale Road, and being located a distance of 115.9 feet, a direction of N.88°58'36"E., from a 1/2" iron stake with cap marked Domingues 1713 found marking the northwest corner of said 160.0 acre tract, also being the northwest corner of a 79.95 acre Canavan tract that is out of said 160.0 acre tract, which corner is located a distance of 200.0 feet a direction of N.88°58'36"E., from a 1/2" iron stake found at a metal fence corner post marking the northeast corner of that 13.728 acre tract which was conveyed from Vincent B. Durbin, Jr., et ux., to Donald Ray Baker, et ux., by deed of record in Volume 644, page 308, of the Real Property Records of Kendall County, Texas, said beginning corner is also located a distance of 45.22 feet, a direction of N.88°58'36"E., from a 1/2" iron stake with cap marked Domingues 1713 found marking the most northerly northeast corner of said 79.95 acre Canavan tract, for the northwest corner of the remaining 80.05 acre tract out of said 160.0 acre tract;

THENCE with the approximate center of the existing driveway, a direction of S.19°48'E., for a distance of 90.28 feet, continuing a direction of S.45°03'E., for a distance of 107.14 feet, continuing a direction of S.52°33'E., for a distance of 163.99 feet, continuing a direction of S.59°39'E., for a distance of 136.09 feet, continuing a direction of S.46°30'E., for a distance of 162.27 feet, continuing a direction of S.58°44'E., for a distance of 383.48 feet, continuing a direction of S.41°44'E., for a distance of 155.94 feet, continuing a direction of S.50°20'E., for a distance of 348.81 feet, continuing a direction of N.82°35'E., for a distance of 377.49 feet, continuing a direction of S.54°48'E., for a distance of 158.45 feet, and continuing a direction of S.17°42'E., for a distance of 105.76 feet to where the approximate center of said existing driveway intersects the most southerly north line of said 79.95 acre Canavan tract, for the most southerly south line of said remaining 80.05 acre tract out of said 160.0 acre tract, which intersection is located a distance of 36.37 feet, a direction of S.89°29'06"W., from a 1/2" iron stake with cap marked Domingues 1713 found marking a reentrant corner of said 79.95 acre Canavan tract, for the most southerly southwest corner of said remaining 80.05 acre tract out of said 160.0 acre tract.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.


Charles B. Domingues 06 08 10

Registered Professional Land Surveyor No. 1713 Job No. 5548

Only those prints containing the raised seal should be considered official and relied upon by the user.
609 Sidney Baker - Kerrville, Tx. 78028 Tel. 830/896 6900 Fax 830/896 6901

gmb skd

Doc # 00249883
Vol 1218 Pg 57

Filed & Recorded in:

KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK

06/22/2010 3:23PM

Document Number: 00249883
Total Fees : \$67.00

Receipt Number - 10607
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

atlas

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed
in File Number Sequence on the date and
at the time stamped hereon and was duly
recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

06/22/2010
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: *PP* Deputy

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.



Central Texas Electric Co-op

366 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order # 80466

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That William E. Canavan Jr., hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Kendall County, Texas, more particularly described as follows:

A 11.00 acre tract of land owned by William Canavan recorded in

Vol. _____, Pages _____, Property ID: 50285

Deed Records of _____ County, Texas.

Subdivision / Development, _____, Lot/Tract No. _____

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or 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 easement shall be 20 feet wide, one half (1/2) of such distance on either side of the centerline of the easement as shown in Exhibit A, attached and made a part hereof. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, 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, and his heirs, successors and assigns 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 shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

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

SIGNED this 20th day of February, 2008

WITNESS:

Will D.

GRANTOR(S):

William E. Canavan, Jr.

William E. Canavan, Jr.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall§
§
§

This instrument was acknowledged before me, the undersigned authority, on this the 20th day of February, 2008, by William E. Caravan Jr



Shannan H. Bohnert
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ and _____

Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ of _____, on behalf of _____

Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall§
§
§

Before me, the undersigned authority, on this the 20th day of February, 2008, Mike Day, appeared before me, and, after being duly sworn by me, stated that he saw William E. Caravan Jr, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.



Shannan H. Bohnert
Notary Public, State of Texas

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: May 05, 2008 at 02:50P

Document Number: 00231761

Total Fees : 15.00 *pd*

Receipt Number - 110423

By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS, COUNTY OF KENDALL

I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped hereon and was duly recorded in the
Official Records of Kendall County, Texas on:



MAY 6 2008
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *[Signature]* Deputy



Central Texas Electric Co-op

888 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order # 80466

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That William E. Caravan Jr., hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Kendall County, Texas, more particularly described as follows.

A 1160 acre tract of land owned by William Caravan recorded in Vol. _____, Pages _____, Property ID: 50285 Deed Records of _____ County, Texas Subdivision / Development, _____, Lot/Tract No. _____

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or 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 easement shall be 20 feet wide, one half (1/2) of such distance on either side of the centerline of the easement as shown in Exhibit A, attached and made a part hereof. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, 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, and his heirs, successors and assigns 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 shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

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

SIGNED this 20th day of February, 2008

WITNESS

Neil Day

GRANTOR(S):

William E. Caravan, Jr.
William E. Caravan, Jr.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me, the undersigned authority, on this the 20th day of February, 2008, by William E. Canavan Jr.



Shannan H. Bohnert
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ and _____

Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____, by _____ of _____, on behalf of _____

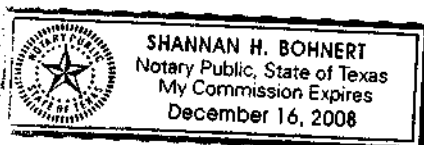
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Kendall

Before me, the undersigned authority, on this the 20th day of February, 2008, Mike Day, appeared before me, and, after being duly sworn by me, stated that he saw William E. Canavan Jr. Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.



Shannan H. Bohnert
Notary Public, State of Texas

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: May 05, 2008 at 02:50P

Document Number: 00231760
Total Fees : 15.00 *pd*

Receipt Number - 110423
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS, COUNTY OF KENDALL

I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped hereon and was duly recorded in the
Official Records of Kendall County, Texas on:



MAY 6 2008
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *ACM* Deputy



HILL COUNTRY TELEPHONE COOPERATIVE, INC.

POST OFFICE DRAWER D • INGRAM, TEXAS 78025
830/367-5333 OR 1-800-292-5457

TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) William E. Caravan Jr & Mary L. Caravan, (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Kendall, State of Texas, and more particularly described as follows:

A tract of land approximately 19.05 acres, located 12 miles in a eastern direction from the Town of Comfort, County of Kendall, State of Texas, being _____ Acres out of _____ Survey No. _____, Abstract No. _____
_____ Acres out of _____ Survey No. _____, Abstract No. _____
bounded by land owned by 407 Upper Sisterdale Road
_____ to the North
_____ to the South
_____ to the East
_____ to the West

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, as well as all other forms of communications and services in any form provided to us from members or non-members by any and all connectors, interconnectors, internets, carriers, or other service providers or receivers, regardless of the method of communication now used or perfected for use in the future, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wire and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following: _____

IN WITNESS HEREOF, the undersigned have set their hands and seals this 31st day of March, 2006.

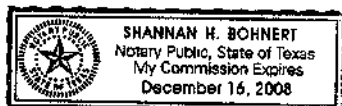
William E. Caravan Jr
Mary L. Caravan

The State of Texas

The County of Kendall

Before me, (Shannan H Bohnert) a Notary public, on this day personally appeared William E Caravan Jr & Mary L. Caravan, 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 March, A.D., 2006



Shannan H Bohnert
Notary Public, Kendall County, Texas
My Commission Expires 12-16-08

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Sep 18, 2006 at 03:07P

Document Number: 00213562
Total Fees : 11.00 *due*

Receipt Number - 91493
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:

SEP 19 2006



DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *ACM* Deputy

STATE OF TEXAS WELL REPORT for Tracking #74403

Owner:	Buffalo Homes	Owner Well #:	W5236
Address:	P.O. Box 217 Comfort, TX 78013	Grid #:	57-58-9
Well Location:	407 Upper Sisterdale Sisterdale, TX 78006	Latitude:	30° 00' 24" N
		Longitude:	098° 45' 06" W
Well County:	Kendall	Elevation:	1545 ft. above sea level

Type of Work: New Well

Proposed Use: Domestic

Drilling Start Date: 1/4/2006

Drilling End Date: 1/5/2006

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	9	0	300
	6.75	300	440

Drilling Method: Air Rotary

Borehole Completion: Open Hole

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & material)
Annular Seal Data:	0	300	3ydsCementGrout

Seal Method: Gravity

Sealed By: Driller

Distance to Property Line (ft.): 150+

Distance to Septic Field or other
concentrated contamination (ft.): 150

Distance to Septic Tank (ft.): No Data

Method of Verification: estimated &
measured

Surface Completion: Surface Slab Installed

Water Level: 240 ft. below land surface on 2006-01-04 Measurement Method: Unknown

Packers: 1 @ 300'

Type of Pump: Submersible

Well Tests: Estimated Yield: 30 GPM

Water Quality:

Strata Depth (ft.)

Water Type

No Data

No Data

Chemical Analysis Made: No

Did the driller knowingly penetrate any strata which
contained injurious constituents?: No

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: TR Drilling & Service LLC

P.O. Box 733
Boerne, TX 78006

Driller Name: Heath H. Hoffman

License Number: 54993

Comments: No Data

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	20	Caliche
20	100	Grey, yellow lime & clay
100	120	Yellow, orange lime. & clay
120	200	Grey lime. & grey shale
200	240	Grey, lt. grey lime.
240	280	Grey, lt. grey, tan lime. w/glassy brown, white
260	280	Brown, beige lime.
280	300	Brown white lime. & green shale & coarse sand clear, green ,pink
300	340	Brown, lt. green lime. & coarse sand green, clear, pink.
340	360	Brown, med. grey lime. & coarse sand
360	380	Brown, lt. green, lt. red lime. & lt. red some shale & coarse sand
380	400	Lt. green, white, lt. red lime. & coarse sand.
400	420	Brown, white lime. & coarse sand

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.5 N	SDR 17	PVC	0-300
4.5 N	Sch 40	PVC w/manuf. screen	.016 300-440

420	440	Brown, grey, lt. green lime & some grey shale
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IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

**Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

SOLAR INSTALLATION:

The system was installed in 2011 and went online in November of that year.

The solar installation here consists of 96 panels on two grids, 3 rows of 16 panels each. Total power is 20kw -- sized to power the average electric use of the entire main house. (Note: no solar power feeds the Caretaker's House, which is on a separate traditional CTEC meter.) The panels are mounted on horizontal grids that are attached to galvanized pipe set in concrete footings. The arrays face due south. There are a total of four 5kw inverters at the grids from which the AC power travels through a buried cable, up the hill and into the CTEC "net" meter (installed by CTEC in November 2011). The inverters at the array provides interesting information about power production and carbon saved. There is little to know except that there is no maintenance of solar systems. The solar panels just sit there, collect sunshine and put power into the grid under

The panels can be cleaned with a soapy water and a squeegee, but we have found that the effect of this on the power production is insignificant and not worth the effort. Keep in mind that residential solar installations are overwhelmingly on rooftops. Those panels and big commercial installations obviously are never cleaned.

The battery backup system is at the lean-to, adjacent to the garage. The battery backup system - 8 batteries and 2 corresponding inverters - is wired to provide power to the well equipment and the garage/garage closet (where we keep a freezer). This can be changed or more batteries (and inverters) can be added, if desired. The current battery configuration provides total power is 10 kw or half the average electric demand of the main house. The only maintenance required of the battery backup is that the water level in the batteries should be checked periodically -- perhaps once a year. Of course, there is a limited life to the batteries themselves, and their performance can be checked by looking at the display panel on the 2 inverters directly above the batteries.

There have recently been upgrades to this system with entire brand new batteries in 2021.

WARRANTY OF RENOGY SOLAR MODULES

By acquiring the products of Renogy, you have purchased quality. As a symbol of confidence in our product quality, we are pleased to provide you the following warranties and guarantees for our photovoltaic products.

The Renogy photovoltaic modules have been meticulously manufactured and are, if used correctly according to the operating instructions and other pertinent regulations, neither a risk to life or health nor to materials; in the production process Renogy photovoltaic modules are checked and tested for their functionality, performance and perfection. Renogy warrants the following conditions for the photovoltaic modules according data sheet(s) purchased from Renogy.

This warranty applies only to Renogy photovoltaic modules, which were sold by Renogy and were labeled originally with the name of the manufacturer, Renogy. If you have any doubts in this respect, please contact your dealer.

A. MATERIAL AND PROCESSING WARRANTY

The warranty period for material and processing errors is 10 years from the delivery date or date of invoice whereby the earlier point of the time (delivery note or invoice document) is applicable. The warranty for material and processing applies for all possible material and processing errors, which may alter the functionality of the products but does not include errors that result from incorrect handling, product modifications, installation, conversion or additions, supplements, operation, natural elements, excessive or deficient energy supply, chemicals, the effect of solid bodies or deliberate damage. Any warranty works carried out or payments made do not extend the warranty period.

B. LINEAR PERFORMANCE WARRANTY

See right picture for the new 10/25 year linear power warranty. It includes 10 year material and workmanship and 25 year performance warranty. Renogy modules' performance within 25 years is guaranteed according to this chart.



B1. 25 year performance warranty

Renogy gives warranty for the fact that the performance of delivered Renogy photovoltaic modules does not deteriorate within a period of 10 years of the commencement of the warranty period (delivery date or date of invoice) by more than 10% of the minimum performance to be assumed on delivery, or that, within a period of more than 10 and up to 25 years, the performance of delivered modules does not deteriorate by more than 20% of the minimum performance to be assumed on delivery. Any warranty works carried out or payments made do not extend the warranty period.

The determination of performance shall take place at a first-class international test-institute such as Fraunhofer ISE in Freiburg /Germany, TÜV Rheinland in Cologne / Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Renogy.

The minimum performance to be assumed on commencement of the warranty period can be seen from the performance information (performance class) affixed by Renogy to the module, less the production dispersion stated on the data sheet, less the measurement tolerance of the measuring device used.

There is, according to this, a minimum performance if the average level of performance (the average resulting from at least 3 measurements) evident during the check plus the measuring tolerance for the case deteriorates by more than 10 % within 10 years of the commencement of the warranty period or 20 % within more than 10 und up to 25 years of the minimum performance value to be assumed.

B2. 10 year performance warranty

Renogy warrants that the performance of delivered Renogy photovoltaic modules does not deteriorate within a period of the 10 of the commencement of the warrantee period (delivery date or date of invoice) by more than 10% of the minimum performance to be assumed on delivery. The provision of warranty works or payments does not extend the warranty period.

The determination of performance shall take place at a first-class international test-institute such as Fraunhofer ISE in Freiburg / Germany, TÜV Rheinland in Cologne / Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party. The final explanation right shall be



borne by Renogy.

The minimum performance to be assumed on commencement of the warranty period can be seen from the performance information (performance class) affixed by Renogy to the module less the production dispersion stated on the date sheet less the measurement tolerance of the measuring device used.

There is, according to this, a minimum performance, if the average performance value (the average from at least 3 measurements) evident during the check, plus the measuring tolerance deteriorates by more than 10 % from the performance value to be assumed within 10 years.

C. CLAIMS FOR NEW PRODUCTS AND REFLASHING

Renogy will only accept claims for new products within 60 days after receiving date.

The new modules that are to be tested by reflashing as per the buyer's request must be sent to Renogy or authorized dealer and they will only be accepted if they are in their original unopened packaging.

D. GENERAL CONDITIONS FOR CLAIMS

The above-stated performance warranty applies exclusively to losses in performance that arise through degradation and applies for defects on the modules and losses of performance except through defects such as, for example:

- Incorrect installation
- Incorrect load-bearing construction incl. fastening elements
- Environmental influences such as contamination or damage through smoke, gases, salt, chemicals
- Natural elements
- Over or undersupply of energy (over or under voltage)
- Deficient servicing
- Influence of solid bodies
- Deficient plant planning, configuration or assembly
- Incorrect handling or incorrect operation
- Improper operation
- Unsuitable servicing and unsuitable tests, glass breakage due to external

influences, external stress, vandalism or theft



- Operation under unsuitable ambient conditions or unsuitable methods deviating from the product specifications, operating instruction or nameplate information
- Operation on mobile units like cars, boats or airplanes etc.

The performance guarantee covers the transportation expenses for the return shipment of the modules or for any renewed delivery of the repaired or replaced modules. It also covers the reasonable costs of installation or reinstallation of modules, and other expenses incurred by the final customers or the seller.

Renogy's total liability is limited to the purchase price for the defective products, except in the cases in which Renogy caused loss of life, physical injury or injury to health.

E. GLASS BREAKAGE

The glass used for the modules is a very high quality product. The breakage of this glass is generally caused by external factors only. Thus, a claim may be asserted, only if and to the extent that it can be shown that no external factors in fact existed, unless Renogy's responsibility is presumed under the law.

F. ASSERTION

Renogy provides warranty for defects on the modules delivered by Renogy. Other defects, damage or demands, no matter of which type, are not covered by this warranty; compensation by Renogy is limited, according to the choice of the guarantor to replacement of the photovoltaic module, repair, subsequent delivery of modules or the granting of a price reduction to the extent of the deficient performance at the market price valid at the point of time of the commencement of warranty or the warranty demand according to the choice of Renogy. Dismantling, installation or conversion costs, or lost interest, or claims for loss of earnings or similar shall not be met.

The warranty shall be asserted with Renogy in writing enclosing a copy of the invoice and a description of the defect/loss of performance within the warranty period. Renogy shall accept no returns of modules without the previous written request for this.

The guarantee is given only by the selling Renogy products. Any claim must be directed to the Renogy from the buyer. Only the selling Renogy Company is the legal responsible partner of the buyer.

These warranty terms and conditions are governed exclusively by Louisiana law to the exclusion of the rules of private international law (conflicts of law).



Terry Kramer
Phone: 830-249-8012
Fax: 830-249-3975

KENDALL APPRAISAL DISTRICT

2020 TAX STATEMENT

STATEMENT NUMBER
21465
PROPERTY ID NUMBER
222927

www.kendallad.org

NAME & ADDRESS		PROPERTY DESCRIPTION	PROPERTY GEOGRAPHICAL ID		
Owner ID: 5402575 Pct: 100.000%		A10669 - SURVEY 141 T & NO RR 79.95 ACRES	1-0669-0141-1036		
LEE CLAUDE E & MARY PAXTON-LEE 407 UPPER SISTERDALE RD UNIT B COMFORT, TX 78013		Acreage: 79.9500 Type: R	PROPERTY SITUS / LOCATION 407B UPPER SISTERDALE RD TX		
LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE	TOTAL LATE AG PENALTY
29,710	1,325,800	4,990	1,157,820	1,360,500	

100% Assessment Ratio

Appraised Value: 1,360,500

TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	OTHER EXEMPTION	VA EXEMPTIONS	FREEZE YEAR AND CEILING	TAXABLE VALUE	RATE PER \$100	TAX DUE
COW CREEK GROUNDWATER	1,360,500	0	0	0		1,360,500	0.005000	68.03
COMFORT ISD	1,360,500	25,000	10,000	0		1,325,500	1.252300	16,599.24
KENDALL COUNTY	1,360,500	0	10,000	0		1,350,500	0.412700	5,573.51

Total Taxes Due by Jan 31, 2021

22,240.78

See Payment Schedule below for tax due

TAXING UNIT	OCTOBER	NOVEMBER	DECEMBER	JANUARY
*COW CREEK GROUNDWATER	68.03	68.03	68.03	68.03
COMFORT ISD	16,101.26	16,267.26	16,433.25	16,599.24
KENDALL COUNTY	5,406.30	5,462.04	5,517.78	5,573.51
PARTIAL PAYMENTS FORFEIT DISCOUNTS.				
TOTAL	21,575.59	21,797.33	22,019.06	22,240.78

*Please note that this taxing unit does not offer early payment discounts.

Property taxes in Texas are assessed as of January 1st of each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OR OLDER, DISABLED OR A DISABLED VETERAN AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency (Tax Code Section 33.11) or Additional Late AG Penalty of 10% (Tax Code Section 23.54).

Penalty & Interest if paid after Jan 31, 2021

If Paid in Month	P&I RATE	TAX DUE
FEBRUARY 2021	7%	23,797.62
MARCH 2021	9%	24,242.45
APRIL 2021	11%	24,687.27
MAY 2021	13%	25,132.07
JUNE 2021	15%	25,576.88

Taxpayers who were 65 years of age or older, or disabled on January 1, 2020 and have filed an application for exemption may pay the taxes on their HOMESTEAD in four equal installments. Contact your Tax Office for more information.

Pmt	Due by	Payment Amount
1st	January 31, 2021	5560.20
2nd	March 31, 2021	5560.20
3rd	May 31, 2021	5560.20
4th	July 31, 2021	5560.18

* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

Kendall Appraisal District
118 Market Avenue
Boerne, TX 78006

For security purposes we will no longer accept cash payments. You may pay by check, money order, cashier's check, electronic check, debit or credit card. To pay online, please visit www.kendallad.org or you may call 1-866-549-1010 and use the bureau code 2498012. There is a \$.50 fee for electronic checks and a 2.35% processing fee for debit or credit cards.

LEE CLAUDE E &
MARY PAXTON-LEE
407 UPPER SISTERDALE RD UNIT B
COMFORT, TX 78013



2020-21465

Owner Name and Address
LEE CLAUDE E & MARY PAXTON-LEE 407 UPPER SISTERDALE RD UNIT B COMFORT, TX 78013

Statement Number
2020 21465
Prop ID Number
222927
Geographical ID
1-0669-0141-1036

If Paid in Month	Tax Due
October 2020	21,575.59
November 2020	21,797.33
December 2020	22,019.06
January 2021	22,240.78
February 2021	23,797.62
March 2021	24,242.45
April 2021	24,687.27
May 2021	25,132.07
June 2021	25,576.88

In January Pay

22,240.78

Taxes are payable
October 1, 2020 and
become delinquent on
February 1, 2021

Comparison of Tax History

Year	Taxing Unit	Stmnt ID	Assessed Value	Taxable Value	Rate per \$100	Tax Amount	% Change in Tax
2020	COMFORT ISD	21465	1,360,500	1,325,500	1.252300	16,599.24	34.04
	COW CREEK GROUNDWATER	21465	1,360,500	1,360,500	0.005000	68.03	23.71
	KENDALL COUNTY	21465	1,360,500	1,350,500	0.412700	5,573.51	22.80
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2019	COMFORT ISD	4396	1,099,721	1,074,721	1.152300	12,384.01	-4.22
	COW CREEK GROUNDWATER	4396	1,099,721	1,099,721	0.005000	54.99	2.21
	KENDALL COUNTY	4396	1,099,721	1,099,721	0.412700	4,538.55	2.20
<hr/>							
2018	COMFORT ISD	753	1,076,050	1,051,050	1.230200	12,930.02	0.17
	COW CREEK GROUNDWATER	753	1,076,050	1,076,050	0.005000	53.80	0.19
	KENDALL COUNTY	753	1,076,050	1,076,050	0.412700	4,440.86	0.20
<hr/>							
2017	COMFORT ISD	705	1,073,930	1,073,930	1.202000	12,908.64	-0.17
	COW CREEK GROUNDWATER	705	1,073,930	1,073,930	0.005000	53.70	0.00
	KENDALL COUNTY	705	1,073,930	1,073,930	0.412700	4,432.11	0.00
<hr/>							
2016	COMFORT ISD	660	1,073,930	1,073,930	1.204000	12,930.12	-0.50
	COW CREEK GROUNDWATER	660	1,073,930	1,073,930	0.005000	53.70	0.00
	KENDALL COUNTY	660	1,073,930	1,073,930	0.412700	4,432.11	6.72
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2015	COMFORT ISD	650	1,073,930	1,073,930	1.210000	12,994.55	N/A
	COW CREEK GROUNDWATER	650	1,073,930	1,073,930	0.005000	53.70	N/A
	KENDALL COUNTY	650	1,073,930	1,073,930	0.386700	4,152.89	N/A

% Change 5th Year Comparison (Compare 2020 to 2015)

Taxing Unit	Assessed Value	Taxable Value	Rate per \$100	Tax Amount
COMFORT ISD	26.68%	23.43%	3.50%	27.74%
COW CREEK GROUNDWATER	26.68%	26.68%	0.00%	26.69%
KENDALL COUNTY	26.68%	25.75%	6.72%	34.21%
N/A = Not Available				

COMFORT ISD Tax Rate Breakdown

Year	M & O Rate	I & S Rate	Total Rate
2020	0.944700	0.307600	1.252300
2019	0.970000	0.182300	1.152300

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____