

PLAN, SPECIFICATION, FIELD NOTES OF GUADALUPE HEIGHTS ADDITION

THE STATE OF TEXAS  
THE COUNTY OF BROWN

KNOW ALL MEN BY THESE PRESENTS,

That we, A. O. Erwin, and wife, Henrietta M. Erwin being the owners of the hereinafter described property, have caused the same to be surveyed and subdivided into Lots, Blocks and Streets, which said subdivision shall hereinafter be known as "GUADALUPE HEIGHTS". And if so hereby authorize to the public use, all of said streets, and to the use of all of the persons who shall hereinafter purchase and own property in said subdivision that certain lots as shown on the plat hereon attached, known as Lot No. 1, in Guadalupe Heights, 1st Block, to be a park.

The following is a particular description of said subdivision and of the land comprising same:

All that certain tract of land situated in New County, Texas and being more or less part of ORIGINAL SURVEY FOR, WM. WALKER AND CO. ACRES OUT OF ORIGINAL SURVEY #70. W. T. CROOK, by her executor known as "GUADALUPE HEIGHTS" a subdivision or part of the two surveys mentioned above.

COMMENCED at an iron stake on top of bluff and said face S. 10 deg. 00' N. and 350 feet N. 04 deg. 18' E. from the west or upper right corner of Lot No. 1. West to the E. W. corner of this tract, THENCE S. 01 deg. 00' E. 240 feet to an iron stake and for a N. W. corner of THIS SUBDIVISION. THENCE S. 0 deg. 01' W. 100 feet to an iron stake and for corner. THENCE S. 0 deg. 01' W. 100.1 feet to an iron stake and for corner. THENCE S. 0 deg. 01' W. 100 feet to an iron stake at the N. W. corner of Hilltop Drive to be as defined in this subdivision. THENCE S. 01 deg. 01' E. at 60 feet to the W. E. corner of said Hilltop Drive and at 848.1 feet to iron stake in center line of road. THENCE with the center line S. 15 deg. 00' E. 287 feet, S. 15 deg. 00' E. 80 feet and N. 79 deg. 00' E. 124 feet to an iron stake for corner. THENCE S. 01 deg. 01' E. 1011.5 feet to an iron stake at the West line of Texas State Highway #27, and for a N. E. corner of this subdivision. THENCE S. 10 deg. 13' E. at 848 feet the center line of Hilltop Drive (as shown in this subdivision), at 750.4 feet the center line of Oak Way (as shown in this subdivision), and at 370.6 feet a concrete right-of-way survey as on the beginning of a curve to the left, THENCE with the arc or said curve to the left, whose radius is 2014.18 feet, 229.6 feet to a curve commencing for the S. W. corner of this tract. THENCE with the curve line S. 74 deg. 00' E. 541.0 feet, N. 70 deg. 26' E. 208.2 feet, S. 71 deg. 04' E. 1100 feet and N. 79 deg. 00' E. 370 feet to an iron stake on top of bluff above the Guadalupe River. THENCE with the curvature of the top of said bluff, N. 87 deg. 13' E. 124.0 feet, N. 80 deg. 00' E. 124.7 feet, N. 85 deg. 01' E. 101.5 feet, N. 87 deg. 10' E. 100 feet, N. 10 deg. 00' E. 100.1 feet, N. 8 deg. 00' E. 108.4 feet, N. 11 deg. 00' E. 100 feet, N. 13 deg. 00' E. 100.1 feet, N. 14 deg. 00' E. 100.1 feet, N. 10 deg. 00' E. 174.0 feet, N. 8 deg. 01' E. 100.8 feet, N. 8 deg. 00' E. 118.8 feet, East 1/2 Sec. 20. N. 101.0 feet and N. 10 deg. 01' E. 99.0 feet to the place of beginning. This tract contains a total of 27.70 acres of land. 749.10 deg. 00'.

THIS SUBDIVISION IS DIVIDED INTO LOTS AND STREETS OF WHICH ARE SHOWN ON THE ACCOMPANYING PLAN.

THE SUBDIVISION IS DIVIDED INTO (5) STREETS THE NAMES OF WHICH ARE DESCRIBED AS FOLLOWS:

HILLTOP DRIVE - - - COMMENCED at a point in the West line of Texas State Highway #27. 248 feet S. 10 deg. 18' W. from the N. W. corner of this subdivision. THENCE S. 01 deg. 00' E. 200.2 feet, S. 74 deg. 00' E. 511.0 feet, N. 79 deg. 00' E. 287.0 feet, N. 79 deg. 00' E. 74 feet and N. 74 deg. 00' W. 100 feet to a point in the West line of Hilltop Drive. This street to be 48 feet in width on west side of this center line throughout the entire length plus a triangular street lying S. W. of and immediately adjacent to Hilltop Drive as shown on the accompanying plan.

OAK WAY - - - COMMENCED at a point in the West line of Texas State Highway #27. 790.4 feet S. 10 deg. 18' W. from the N. W. corner of this subdivision. THENCE S. 01 deg. 00' E. 200.2 feet and N. 71 deg. 00' E. 1100.1 feet to a point in the West line of Hilltop Drive. This street to be 48 feet in width on each side of this center line throughout its entire length.

ALLEN DRIVE - - - COMMENCED at an iron stake in the West line of Site #15 at 90 feet S. 10 deg. 04' W. from the N. W. corner. THENCE N. 10 deg. 04' E. at 90 feet to the N. E. corner of Site #15. From a point 20 feet N. 71 deg. 01' E. from the end of the center line of Oak Way and at 870 feet an angle point. THENCE S. 13 deg. 04' E. 814.0 feet and N. 0 deg. 04' E. 170 feet to the end of this street at a point 85 feet S. 01 deg. 00' W. from the N. W. corner of Site #15 and the S. W. corner of Site #4 of this subdivision. This street being 40 feet in width on each side of this center line except for the first 80 feet which part of this street is 20 feet in width on the West side of this center line. It being expressly understood that any purchase of Site 1 to 4 to include in its respective signs of agree not agree over a private roadway but that no roadway to be constructed to the public except that this point at this time.

And we, A. O. Erwin, and wife, Henrietta M. Erwin the owners and subdividers of said Guadalupe Heights hereinafter described, hereby declare that said subdivision, and every part thereof, shall be subject to the following

restrictive covenants, which shall be covenants running with the land and binding upon each and every owner of any part of said subdivision, his heirs, assigns, legal representatives and every other person who or persons who with the consent of any owner:

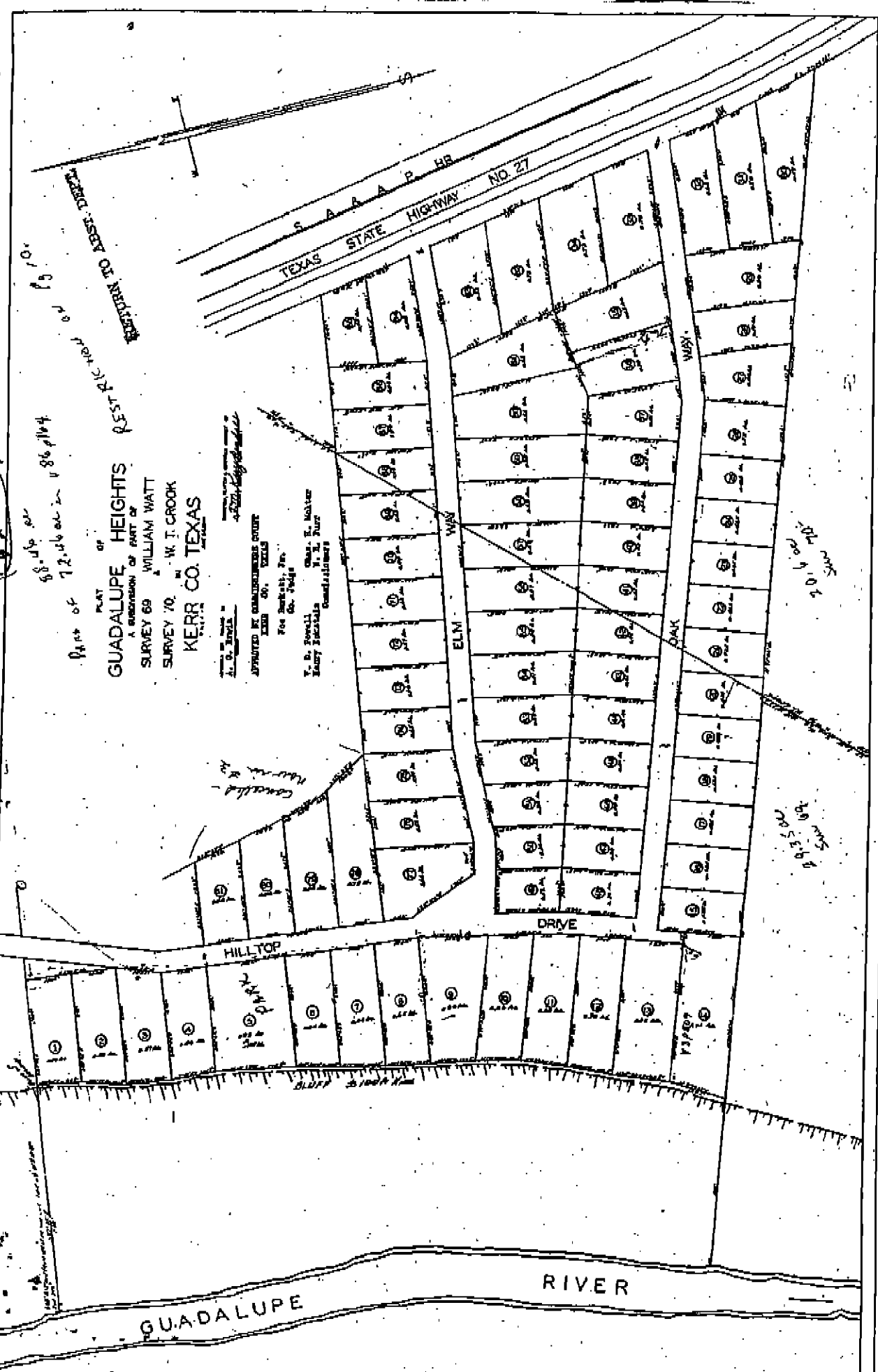
1. Said property and every part thereof, (except Lot No. 5 hereinafter mentioned), shall be used for residential purposes only.
2. None of said property shall ever be used for any business or commercial purpose, and neither here, unless for any other interesting purpose shall ever be sold on any of said property.
3. None of said property shall ever be used for the conducting or operating of a market court, theater, any or fishing camp for any commercial use.
4. None of said property shall be used for the purpose of boarding or housing for hire persons afflicted with tuberculosis, or other infectious or contagious diseases.
5. No dwelling house shall be constructed upon any part of said property which contains less than 600 square feet of floor space and an "egress" or other two (2) type of dwelling shall be constructed thereon which contains less than 1200 square feet of floor space, exclusive of porches, whether such porches be attached to the dwelling or constructed separately therefrom.
6. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing.
7. No dwelling shall be constructed upon any of said property, except a garage with store-room and/or garage apartment attached thereto, less than 70 feet from the street upon which said property fronts.
8. No dwelling shall be constructed nearer than 40 feet from the street in front thereof.
9. No signs, letters or bills shall ever be placed upon any of said property for dwelling or any other purpose, except that notices belonging to individual owners of said property may be kept upon the premises provided they are not used for dwelling purposes.
10. No dwelling house or other structure shall be moved upon the premises from outside said subdivision, except with the express consent of the "Committee" as hereinafter provided.
11. Before the construction of any dwelling for any rebuilding permitted by these restrictions is commenced, the plans and specifications therefor shall be first submitted to the "COMMITTEE" and by its approval, which Committee shall consist of A. O. Erwin, A. B. Erwin and Herbert D. Locke. And it is provided that the said A. O. Erwin shall have the right at any time and without notice, to substitute members to serve upon said Committee.
12. No part of said property shall ever be used, used or occupied by persons of low color or Mexican race, except as tenants of white persons owning or occupying said property, and vice versa except quarters shall be provided for the occupancy of such persons.
13. All dwelling houses constructed upon said property shall face the street in front thereof, except the following: Dwellings constructed upon the following lots shall face the Highway (Texas State Highway No. 27): Lots Nos. 50, 51, 52, 53, 54, 55, 56 and 57; the dwellings constructed upon Lots Nos. 1 through 4, and a through 11, may face either the street in front of said lots or the river bluff, provided that all building set-backs shall be observed and provided that Lot No. 77 shall be deemed to front on the Way.
14. In the event of default in the payment and performance of the above restrictive covenants, or any of them by any owner of any of said property, or by his heirs, legal representatives or other person using or occupying said property with his consent, then such default shall work a forfeiture of the title to such property, and title thereon shall immediately revert to and remain in the said A. O. Erwin and wife, Henrietta M. Erwin, their heirs or legal representatives, upon proof of such default being not by a court of competent jurisdiction, it being the intent of the said A. O. Erwin and wife, Henrietta M. Erwin that no such forfeiture be had except upon proof thereof. It is provided, however, that all of the rights of reversion, and rights to foreclose herein retained unto the said A. O. Erwin and wife, Henrietta M. Erwin, shall be, and are hereby subordinated to the rights of any purchaser having an interest in any of said property by reason of the lien held thereon; and in the event of a foreclosure under the terms of the reversionary clause herein, such foreclosure shall be subject to the rights of any such purchaser and not in compensation thereof. However, any purchaser taking title to any of said property, or any person acquiring title from such purchaser, through the foreclosure of any lien, shall take title subject to all of the restrictive covenants hereon stated and the methods of enforcement thereof.

WITNESSED this 24th day of August, A. D. 1926.

A. O. Erwin  
Henrietta M. Erwin



Plan  
8-14-50  
HEAD OF HILLTOP ROAD  
KERR COUNTY  
1-27-49  
88-46  
72,56 ac in 186 plat  
KERR COUNTY



Part of  
88-46  
72,56 ac in 186 plat

PLAT OF  
**GUADALUPE HEIGHTS**  
 A SUBDIVISION OF PART OF  
 SURVEY 69 OF WILLIAM WATT  
 SURVEY 70 OF W. T. CROOK  
 KERR CO. TEXAS

APPROVED BY COMMISSIONERS COURT  
 KERR CO. TEXAS  
 For Matthew, Pa.  
 Co. Judge  
 Y. B. Powell  
 County Secretary  
 G. E. Walker  
 Y. T. Turf  
 Commissioners

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GUADALUPE RIVER

TEXAS STATE HIGHWAY NO. 27

HILLTOP DRIVE

ELM WAY

OAK WAY

DRIVE



Second: All water easements, as the same exist of record and/or on the ground in Guadalupe Heights, Guadalupe Heights No. 2 and Guadalupe Heights No. 3, according to the plats of such subdivision recorded respectively in Vol. 2, page 12, Vol. 2, page 36, and Vol. 2, page 97, Kerr County Plat Records, as the said easements may appear thereon, as well as the easements provided for in the several deeds conveying lands to others in such subdivisions, along the water lines now serving such subdivisions, and, without limiting the foregoing general descriptions, including the following:

(a) An easement on, over and across the South 68 feet of Lot No. 5, Guadalupe Heights, together with the right of ingress, egress and regress, and the right to own, operate and maintain thereon a water well and its appurtenances, the right to construct and maintain thereon water storage facilities and other necessary or desirable equipment in connection with the operating, maintaining, repairing, re-working, constructing and reconstructing the neighborhood water system serving the above mentioned subdivisions.

(b) An easement on, over and across a certain parcel of land out of said Survey No. 69, Wm. Watt, lying between the northern portion of said Guadalupe Heights No. 2 and State Highway No. 27, the same to have a uniform width of 5 feet on each side of an existing water service line serving the lands of Hartwell F. McKee et ux; and the same to be used for all purposes of maintaining, repairing, re-working, and/or replacing a water distribution line or lines.

(c) All such easements for the purpose of water distribution line or lines, along, on, over and across the lands of the Grantor in Guadalupe Heights and Guadalupe Heights No. 3, as platted, provided that the same shall not exceed ten (10) feet in width, shall be located immediately adjacent to the boundary line of a platted lot, and that all lines laid in any such easement shall be buried not less than twelve (12) inches below the surface of the ground, as Grantee may require for the operation of such neighborhood water system; and Grantor binds and obligates itself, its successors and assigns to execute and deliver in writing any one or more such easements, describing the same and the location thereof in accord with the selection of the Grantee; and,

Third: All of that water system presently serving the aforesaid lands and subdivisions, including, without limitation, two (2) waterwells and all of the rights of the Grantor in the subterranean strata which are or may hereafter be drained by the same, all pumps, pipe, tanks, fittings, motors, lines, meters, tools, equipment and other paraphernalia owned by Grantor and pertaining to such water system, and located in and upon the lands of Grantor in Survey No. 69, Wm. Watt and Survey No. 70, W. T. Crook, in Kerr County, Texas.

Fourth: All customer deposits for water service; and in this connection all stockholders of the corporate Grantor shall make their deposits for any land actually consuming water from the system, and owned by any one or more of them, shall be provided with such meter or meters as this conveyance and agreement provides for, and shall hereafter pay for the service provided in accord with the terms hereof.

Grantor owns certain lands in the aforesaid subdivisions, and is presently providing water service to other owners resident in such subdivisions, and it is expressly agreed by and between Grantor and Grantee that the water system here conveyed will require certain improvements and extensions in the immediate future to provide an adequate and potable supply of water to existing consumers, and to make such supply available to future consumers, as well as to provide other water services calculated to extend and increase the market for such lands and for such water; therefore as a part of the consideration for this conveyance, Grantee agrees, binds and obligates himself, his heirs, successors and assigns, to do and perform, or cause to be done and performed 11 of the following:

1. Continue to serve existing consumers, so long as they pay for such service, and with only such temporary interruptions as may be occasioned by power failures and other occurrences beyond the control of Grantee, as well as such interruption as may be required to accomplish the improvements and extensions which this agreement contemplates.

2. Extend the services and supply of such water system to new and additional applicants residing in the subdivisions aforesaid, to their lands therein, and thereafter continue such service under the conditions set forth in one (1) above. In the event that Grantee shall be requested to extend such service to any lands of the Grantor outside of such subdivisions, but adjoining the same, then Grantor shall so extend the service, but the applicant shall pay the actual cost of such extension.

3. To provide the foregoing services at the user or applicant property line at minimum and per gallon rates not to exceed those which are now or may hereafter be charged by the City of Kerrville, Texas, but not less than the rate presently charged by such City of Kerrville, Texas, and in no event shall Grantee be obligated to observe any summer or volume rates which said City may from time to time adopt.

4. Grantee may require a written application, advance payment of a connection charge and Meter deposit from any applicant, but Grantee shall complete the connection and have water available at the property line of applicant within thirty (30) days after application has been made and the requirements thereof met. Grantee shall make such connection with and through his own five-eighths (5/8ths) inch meter, and shall not be required under the terms of the covenants herein contained to furnish any larger meter, or to furnish water through any larger meter for the rates herein prescribed. The cost of any such 5/8ths inch connection shall be \$50.00.

5. Maintain in the water lines of such system at all times (excepting the occasions provided for in item one (1) above) a sufficient supply of water under sufficient pressure so as to provide at each such 5/8ths inch meter thirty (30) pounds per square inch pressure.

6. Immediately commence and diligently prosecute to completion such water system improvements as may be needed to comply with the provisions of item five (5) above, as well as the following specific improvements:

(a) Install land connect to the storage tank or tanks of the water system with six (6) inch or more line one (1) 2-way fire plug within one thousand (1,000) feet of each lot in said subdivisions and the immediately abutting lands of Grantors, measured to the nearest line of any such lot or parcel, which said plug, when taken together with the storage and pumping facilities of the system shall be at all times capable of delivering not less than seventy (70) gallons of water per minute at a minimum pressure of forth (40) psi for a period of 4 hours.

(b) construct and connect with the system a water storage tank or tanks with a total storage capacity of not less than one hundred thousand (100,000) gallons, the same to be constructed adjacent to either or both of the wells of the water system here conveyed.

7. Maintain such system so as to comply with the standards of the Texas Health Department relating to water systems.

The foregoing provisions to the contrary notwithstanding, Grantee shall have and exercise, as his discretion may indicate, the right to ration or apportion water amongst the several consumers in time of short supply, to temporarily discontinue service to any outlet other than a fire plug or plugs in the event of fire or other emergency, and to measure by meter or by pumping volume and time, the water consumed in actually meeting any such fire or other emergency, and charge all users proportionately for the same at the rate then prevailing.

Grantor may pursue any applicable legal or equitable remedy to enforce the foregoing agreements and obligations of Grantee and such right of enforcement is assignable and shall inure to the benefit of Grantor, its successors and assigns.

TO HAVE AND TO HOLD all of the properties and rights conveyed hereunder unto the said J. D. Brance, his heirs and assigns forever, and the undersigned corporation does hereby covenant that all such property and rights are free and clear of any liens and claims whatever, and does hereby agree to warrant and forever defend the same against the claims of any person lawfully claiming or to claim the same or any part thereof.

EXECUTED this 29th day of March, A. D. 1965.

Corporate Seal  
ATTEST:  
/s/ Elizabeth Broughton  
/t/ Elizabeth Broughton, Secretary

ACE RANCH-O-TEL, INC.  
By /s/ R. W. Erwin  
/t/ R. W. Erwin, President

THE STATE OF TEXAS I  
COUNTY OF KERR I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared R. W. Erwin, President of Ace Ranch-O-Tel, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed, and as the president thereof.

GIVEN under my hand and seal of office this 29th day of March, A. D. 1965.

Seal  
Darrell G. Lochte  
Notary Public in and for Kerr County,  
Texas.

Filed for record April 19, 1965 at 11:50 o'clock A. M.  
Recorded April 21, 1965 at 10:30 o'clock A. M. (ms)  
Volume 100, page 527  
HIMIE M. MUENEER, County Clerk

By *Mary Ellen Smith* Deputy

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WARRANTY DEED WITH V/L

THE STATE OF TEXAS I  
COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

That we, E. F. LEWIN and wife, KATHREN LEWIN, of the County of Kerr, State of Texas for and a consideration of the sum of TEN & NO/100 (\$100.00) DOLLARS to us paid, and secured to be paid, by JOHNNY J. SLAUGHTER and wife, PEPA as follows:

AND THE FURTHER CONSIDERATION of the execution and delivery of that certain note in the original principal sum of Seven Thousand Two Hundred and No/100 (\$7,200.00) Dollars, of even date herewith, payable to the order of SAN ANTONIO SAVINGS ASSOCIATION, at San Antonio, Texas, who has this day advanced said sum to Grantors herein for the benefit of and at the special instance and request;

Grantees herein; said note being payable in monthly installments of \$39.82 each per month, including interest at the rate of 5-1/4% per annum, containing the usual and customary Vendor's lien note provisions; the first installment of said note to become due and payable on the first day of May, 1965, and a like installment to become due and payable on the first day of each and every month thereafter until said note, both principal and interest, is paid in full, the payment of which note is secured by vendor's lien herein retained, and is additionally secured by a deed of trust, of even date herewith, to J. Maurice Smith, Trustee, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said JOHNNY J. SLAUGHTER and wife, JOHNNY J. SLAUGHTER of the County of Kerr, State of Texas all that certain tract or parcel of land being and being situated in the County of Kerr, State of Texas, to-wit:

THE STATE OF TEXAS

County of KERR

KNOW ALL MEN BY THESE PRESENTS:

That Wallace Davis and wife, Lucille Davis

of the County of Kerr, Texas, for and in consideration of One and no/100 Dollars (\$1.00) to me in hand paid by LOWER COLORADO POWER AUTHORITY of Austin, Texas (hereinafter called the "Authority"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of electric number of wires, and all necessary and desirable appurtenances (including towers, H-FRAMES or poles made of wood, metal or other materials, telephones and telegraph wires, props and any), at or near the location and along the general course now located and to be laid out by the said Authority, over, across and upon the following described lands located in Kerr County, Texas, to-wit:

The following being the center line of a right-of-way line across the property of Wallace Davis, said property being a tract of land conveyed by G. L. Richeason, et al, to Wallace Davis and wife, Lucille Davis, as recorded in Volume 76 page 274 of the Deed Records of Kerr County, Texas.

Beginning at a point in the center line of a property line dividing the property of Wallace Davis and A. C. Strain, said point being located 1086 feet (more or less) west from a point at which said property line intersects the west right-of-way line of State Highway No. 27; thence in a south westerly direction for a distance of 540 feet (more or less) to an Authority distribution pole and down GUY, said pole and down GUY being located 20 feet (more or less) northeast from a water well.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, improving, maintaining, handling saw wires on, maintaining and removing said lines and appurtenances the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned. Not more than 180 days, nor more than 90 days, shall be needed along the course of said line unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of \$1000.00 for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frame, poles and guys along said course in excess of said number.

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

WITNESS OUR HAND this 19th day of JANUARY, 1948. Wallace Davis, Lucille Davis

THE STATE OF TEXAS, County of KERR. JNO. R. FURMAN, Notary Public in and for KERR County, Texas, on this day personally appeared Wallace Davis known to me to be the person whose name is subscribed in 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 19th day of JANUARY, 1948. JNO. R. FURMAN, Notary Public, KERR County, Texas

STATE OF TEXAS, County of KERR. The undersigned authority, KERR County, Texas, on this day personally appeared Lucille Davis, wife of Wallace Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Lucille Davis, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of JANUARY, 1948. DONALD M. MCCLELLAN, Notary Public, KERR County, Texas

STATE OF TEXAS, County of KERR. The undersigned authority, KERR County, Texas, on this day personally appeared Wallace Davis, President of Wallace Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Wallace Davis, and as the President thereof, and for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of JANUARY, 1948. DONALD M. MCCLELLAN, Notary Public, KERR County, Texas

Filed for Record: 24 day of FEBRUARY, 1948, at 10:48 o'clock, P.M. Recorded on the 19th day of MARCH, 1948, at 10:00 o'clock, A.M.



Assessment 1

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THE STATE OF TEXAS,  
 County of KERR  
 KNOW ALL MEN BY THESE PRESENTS  
 That A. C. ERWIN

of Kerr County, Texas, for and in consideration of One,000,000 Dollars (\$1,000,000) to me (as) is hereinafter set forth, do hereby certify that the said Authority, its successors and assigns, shall be entitled to the use of the right-of-way for an electric transmission and distribution line, including all necessary appurtenances including towers, H-frames or poles made of wood, metal or other materials, including and telegraph wire, poles and (479), it be here the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in WILLIAM WALKER SURVEY No. 62, 1887 County, Texas, to-wit:

The following being the center line of a right-of-way line across the property of A. C. Erwin, said property being 72.6 acres conveyed by Ferdinand Melville, et al to A. C. Erwin as recorded in Volume 31, Page 447 of the Deed Records of Kerr County, Texas. Beginning at a point in and present Authority's electric distribution line said point being located 1665 feet (more or less) West from a point at which said electric distribution line crosses a property line dividing the property of A. C. Erwin and State Highway No. 27, thence South 45° East for a distance of 569 feet (more or less) to a point in A. C. Erwin's South property line, said point being located 1686 feet (more or less) West from a point at which said property line intersects the South right-of-way line of State Highway No. 27. This property is no part of a homestead.

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Together with the right of ingress and egress over the (and) adjacent lands to or from said right-of-way for the purposes of construction, reconstructing, inspecting, maintaining, handling new wire, etc., and removing said lines and appurtenances the right of abutment along the same general location of said lines, the right to remove from said lands all trees and other obstructions, which obstruct or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, unto said line shall be guaranteed. My heirs, assigns, heirs, assigns, heirs, assigns, shall pay to me (or) my (or) heirs and legal representatives, at the rate of Two Dollars (\$2) for each acre, H-frames, poles and guy wires, and any other things, shall have the right and the right is hereby granted, to erect, locate, H-frames, poles and wires along said easement in respect of said easement.

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

WITNESSE MY hand this 16th day of NOVEMBER 1967  
A. C. ERWIN  
 Dealed and delivered to the presence of:

THE STATE OF TEXAS,  
 County of KERR  
 BEFORE ME, The undersigned authority a Notary Public in and for Kerr County, Texas, on this day personally appeared A. C. ERWIN

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 16th day of November A. D. 1967  
 (SEAL) Donal N. McGillian  
 Notary Public, KERR County, Texas

STATE OF TEXAS,  
 County of KERR  
 BEFORE ME, The undersigned authority a Notary Public in and for Kerr County, Texas, on this day personally appeared A. C. ERWIN

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me separately and apart from her husband, and having the same fully explained to her, she, the said A. C. ERWIN, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of November A. D. 1967  
 (SEAL) Donal N. McGillian  
 Notary Public, KERR County, Texas

STATE OF TEXAS,  
 County of KERR  
 BEFORE ME, The undersigned authority a Notary Public in and for Kerr County, Texas, on this day personally appeared A. C. ERWIN

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me separately and apart from her husband, and having the same fully explained to her, she, the said A. C. ERWIN, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of November A. D. 1967  
 (CORPORATE SEAL) Donal N. McGillian  
 Notary Public, KERR County, Texas

Filed for Record, 17 day of NOVEMBER A. D. 1967 at 3:30 O'clock P.  
 Recorded on the 28 day of NOVEMBER A. D. 1967 at 10:30 O'clock A.

STATE OF TEXAS: *74-b-200* *ASSENT* *with H-367*  
COUNTY OF KERR: *KNOW ALL MEN BY THESE PRESENTS:* **ESMT 1 335**

That I, A. C. Erwin, for and in consideration of the sum of one (\$1.00) dollar, and other good and valuable consideration to me in hand paid by B. L. Widenfeld and wife Clarice Widenfeld, the receipt of which is hereby acknowledged and confessed, have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said B. L. Widenfeld and wife, Clarice Widenfeld, their heirs and assigns the free and uninterrupted use, liberty and privilege of passage to and along a certain way across a certain tract of land situated in Kerr County and now owned by me, A. C. Erwin, and being the identical tract of land conveyed to me by Ferdinand Schultz, et al., and being fully described in that one certain Warranty Deed of record in Vol. 61, page 453 of the Deed Records of Kerr County, Texas, to which reference is hereby made for a full and complete description of said land, said way being one (10) feet in breadth and extending from State Highway #77 in a westerly direction across the land of Grantor herein to the Guadalupe River; said way being five (5) feet on each side of the telephone line now situated and existing upon the property and being the telephone line owned by Grantor herein and used by Grantor herein to service his residence;

It being the intention of Grantor herein to grant said easement all the way across the property to the Guadalupe River and so the telephone line hereinafter referred to shall carry on the west boundary line of said property. It is the intention that said easement shall carry on a generally westerly direction from where the ground subsection line would be the true boundary line of Grantor herein; this easement is granted for the sole and only purpose of permitting Grantor, his heirs and assigns the right to drive and maintain the aforesaid telephone line for the use of Grantor, his heirs and assigns, together with the free ingress, egress and return to and for the said W. L. Widenfeld and wife, Clarice Widenfeld, their heirs and assigns and their tenants and employees, on foot and with such vehicles as by them may be necessary or convenient for the repair and maintenance of said line at all times and seasons forever, in, along, upon and out of said way, in common with Grantor herein, his heirs and assigns tenants and employees.

TO HAVE AND TO HOLD all and singular the privileges aforesaid, to them, the said B. L. Widenfeld and wife Clarice Widenfeld, their heirs and assigns to their proper use and behoof, in common with his the said A. C. Erwin, his heirs and assigns.

WITNESS my hand this 27th day of September, 1949.

A. C. Erwin

STATE OF TEXAS: *(SPL)*  
COUNTY OF KERR: *Notary Public, Kerr County, Texas*  
BRYON M., the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A. C. Erwin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 28th day of September, 1949.  
Carrie Schilling  
Notary Public, Kerr County, Texas  
Filed for Record on September 28, 1949 at 1:20 o'clock P. M.  
Recorded on September 29, 1949 at 2:00 o'clock P. M. (cm)  
Kerr County Clerk  
By *Carrie Schilling* Notary Public

W. L. Widenfeld  
& wife

EASEMENT AND RIGHT OF WAY

ESMT 1 425

THE STATE OF TEXAS, )

COUNTY OF Kerr )

KNOW ALL MEN BY THESE PRESENTS:

That A. C. Erwin and wife, Harriette E. Erwin of Kerr County, Texas, for and in consideration of One and No/100 Dollars (\$1.00) to me (us) in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in

*see rolled  
to envelope  
Plat*

120

W. T. Crook Survey No. 70 William Watt Survey No. 69, Kerr County, Texas, to-wit:

The following being the center line of a right of way line across the property of A. C. Erwin, said property being 74.6 acres conveyed by Ferdinand Schulze, et al, to A. C. Erwin as recorded in Volume 81 Page 443 of the Deed Records of Kerr County, Texas, and 88.46 acres conveyed by Wallace Davis to A. C. Erwin and wife, Harriette E. Erwin, as recorded in Volume 86 Page 164 of the Deed Records of Kerr County, Texas, said 88.46 acres being also known as Guadalupe Heights Sub-Division as shown in Volume 2 Page 10 of the Plat Records of Kerr County, Texas.

Beginning at a present Authority's electric distribution line pole, said pole being located 1 foot (more or less) South from the North line of said Guadalupe Heights Sub-Division and 1086 feet (more or less) West from a point at which said North line intersects the West right of way line of State Highway No. 27; said pole being Authority's Survey Station 0 / 00; thence in an Easterly direction, paralleling said North line for a distance of 500 feet to Authority's Survey Station 5 / 00; thence in an Easterly direction paralleling said northline to a point at which said North line intersects the West right of way line of State Highway No. 27.

Beginning again at Survey Station 5 / 00; thence North 35° East for a distance of 200 feet (more or less) thence East 16° North for a distance of 327 feet (more or less).

Beginning again at Survey Station 0 / 00; thence in a Southwesterly direction to a point in the East line of Lot No. 3 of said Guadalupe Heights Sub-Division, said point being located 50 feet (more or less) North from the Southeast corner of said Lot No. 3; thence in a Southerly direction paralleling the west line of Hilltop Drive for a distance of 655 feet (more or less) to an Authority's distribution line pole and downguy.

Beginning again at the Northeast corner of Lot No. 9, thence in a Westerly direction paralleling the North line of said Lot No. 9 for a distance of 100 feet (more or less) to an Authority's service pole.

Beginning again at the Northeast corner of Lot No. 7; thence in a Westerly direction paralleling the North line of said Lot No. 7 for a distance of 100 feet (more or less) to an Authority's service pole.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

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

Not more than No towers, No H-Frames, 15 poles and 10 guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Authority, its successors and assigns, against every person whomsoever lawfully

Escrow 1 427

claiming or to claim the same or any part thereof.

WITNESS Our hand this 10th day of January 1951.

A C Erwin  
Harriette E Erwin

THE STATE OF TEXAS )  
COUNTY OF Kerr )

BEFORE ME, Donal M. McClellan, a Notary Public in and for Kerr County, Texas, on this day personally appeared A. C. Erwin known to me to be the person whose name is/ere 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 10th day of January A. D. 1951.

Donal M McClellan  
Notary Public Kerr County, Texas.

(SEAL)

THE STATE OF TEXAS )  
COUNTY OF Kerr )

BEFORE ME, Donal M. McClellan, a Notary Public in and for Kerr County, Texas, on this day personally appeared Harriette E. Erwin wife of A. C. Erwin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Harriette E. Erwin, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of January A. D. 1951.

Donal M McClellan  
Notary Public Kerr County, Texas.

(SEAL)

Filed for record January 22nd, A. D. 1951 at 2:00 o'clock P. M.

Recorded January 24th, A. D. 1951 at 10:00 o'clock A. M. (dr)

By Lawrence Stephens County Clerk      By Sharon Richter Deputy

4176

THE STATE OF TEXAS

County of Kerr

KNOW ALL MEN BY THESE PRESENTS

That A. G. Erwin and Wife, Harriette E. Erwin

of the County of Kerr, State of Texas, in consideration of One and 00/100 Dollars (\$ 1.00) to them in full paid by LOWE POWER & LIGHT AUTHORITY, of Austin, Texas (hereinafter called the "Authority"), have granted, sold, conveyed and by these presents do grant, sell and convey unto said Authority, an easement and right-of-way for an electric transmission, and for distribution and use of various kinds of wires, and all necessary appurtenances (including towers, H-Frames or poles made of wood, metal or whatsoever, lines and telegraph wire, guys and guys), to be used for the transmission and along the general course now located and staked out by the said Authority, over and upon the following described lands located in NE 1/4, SURVEY No. 69, KERR County, Texas, to-wit:

The following being the center line of a right-of-way line across the property of A.G. Erwin and wife, Harriette E. Erwin, said property being 72.45 acres out of Survey No. 69 Wm. Watt conveyed by Wallace Davis to A. G. Erwin and wife, Harriette E. Erwin, as recorded in Volume 86 Page 16, of the Deed Records of Kerr County, Texas.

Beginning at a present Authority's electric distribution line pole and down guy, said pole and down guy being located 25 feet (more or less) Northeast from a water well; thence in a Southerly direction for a distance of 396 feet (more or less) to an Authority's distribution pole and down guy, said pole and down guy being located 98 feet (more or less) Northeast from a residence.

Together with the right of ingress and egress over any (one) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, changing new wire on, maintaining and repairing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned. Not more than No towers, No H-Frames, One poles and Two guys, shall be erected along the course of said line; unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of Dollars (\$ ) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

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

WITNESS OUR hand this 27th day of June A.D. 1949  
Sealed and delivered in the presence of: A. G. Erwin  
Mrs. Harriette E. Erwin

THE STATE OF TEXAS

County of Kerr

BEFORE ME, Donal M. McClellan, a Notary Public in and for Kerr County, Texas, on this day personally appeared A. G. Erwin

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 27 day of June A.D. 1949  
(SEAL) Donal M. McClellan  
Notary Public Kerr County, Texas

STATE OF TEXAS

County of Kerr

BEFORE ME, Donal M. McClellan, a Notary Public in and for Kerr County, Texas, on this day personally appeared Harriette E. Erwin, wife of A. G. Erwin

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and away from her husband, and having the same fully explained to her, she, the said Harriette E. Erwin, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of June A.D. 1949  
(SEAL) Donal M. McClellan  
Notary Public Kerr County, Texas

STATE OF TEXAS

County of \_\_\_\_\_

BEFORE ME, \_\_\_\_\_, a Notary Public in and for \_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_, President of \_\_\_\_\_ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument,

and acknowledged to me that he executed the same, as the act and deed of \_\_\_\_\_ and for the purposes and consideration therein expressed, and in the presence of \_\_\_\_\_ and \_\_\_\_\_

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_  
(CORPORATE SEAL) \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas

47/561

willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of Aug., A. D. 1927.

(SEAL)

V. F. Kye, Jr.

Notary Public, Kerr County, Texas.

Filed for record Sept. 26<sup>th</sup>, 1927, at 4:03 o'clock P. M.

Recorded October 5, 1927, at 9 o'clock A. M.

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WITNESSES

STATE OF TEXAS :  
COUNTY OF KERR :

KNOW ALL MEN BY THESE PRESENTS:

That Herman Schulze and wife Augusta Schulze of Kerr County, Texas, for and in consideration of one and no/100 Dollars (\$1.00) to be (us) in hand paid by TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Kerr County, Texas, to-wit: A certain tract of land consisting of one hundred eighty three acres situated in the Wm. Katt Survey No. 69 and being tract #1 as described at Page 282 of Book 31 of the Deed Records of Kerr County, Texas. This being the land conveyed by W. D. Burney and wife to Herman Schulze, June 7, 1911. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said line; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

Not more than 30 towers and 12 poles and five down guys shall be erected along the course of said line. and I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 14 day of Sept. 1927.

Sealed and delivered in the presence of:

J. B. Saylor

Herman Schulze

Mrs. Augusta Schulze

STATE OF TEXAS :  
KERR COUNTY :

BEFORE ME, J. B. Saylor, a Notary Public in and for Kerr County, Texas, on this day personally appeared Herman Schulze 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 14 day of Sept, A. D. 1927.

(SEAL)

J. B. Saylor,

Notary Public, Kerr County, Texas.



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STATE OF TEXAS :

KERR COUNTY :

BEFORE ME, J. B. Saylor, a Notary Public in and for Kerr County, Texas, on

this day personally appeared Augusta Schulze wife of Herman Schulze known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, the said Augusta Schulze, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of Sept. A. D. 1927.

J. B. Saylor

Notary Public, Kerr County, Texas

(SEAL)

Filed for record Sept. 15, 1927



Filed for record Dec. 6, 1943 at 10:40 o'clock A. M.  
Recorded December 10, 1943 at 11:40 o'clock A. M.

EASEMENT

72/60

THE STATE OF TEXAS )  
COUNTY OF KERR

( KNOW ALL MEN BY THESE PRESENTS: That Herman Schulz and wife Augusta Schulze of Kerr County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto the Lower Colorado River Authority, of Austin, Texas (hereinafter called the "Authority"), an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Kerr County, Texas, to-wit: Being a description of the Authority's electric distribution rural line to serve L. Ray Saunders and others as now located and surveyed across the property of Herman Schulze in the Wm. Watt Survey #68 and the Wm. Watt Survey #69, Kerr County, Texas. The following being the center line of the right of way line herein described. Beginning at a present Authority's electric distribution line pole, said pole being located fifty feet (50) south of the south right of way line of the Southern Pacific railroad, said pole being also described in an easement granted to Texas Power & Light Company September 14, 1927 and recorded in volume 47 page 561 of the Deed Records of Kerr County, Texas. Thence in a westerly direction across the right of way of the State Highway to a point in a center line of a property line dividing the said property of Herman Schulze and a two acre tract owned by Oscar Morrison, said point being located 27 feet south from a point at which said property line intersects the south right of way line of the State Highway #27. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned. Not more than None towers, None H-Frames, 2 poles and 2 guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of None dollars (\$ None) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right in hereby granted, to erect tower's, H-Frames, poles and guys along said course in excess of said number. And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, do warrant and forever defend all and singular the above described easement and rights unto the said Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hand this 30th day of November, 1943.

Herman Schulze  
Augusta Schulze

THE STATE OF TEXAS )  
COUNTY OF KERR

( BEFORE ME, Morris S. Collier, a Notary Public in and for Kerr County,

exas, on this day personally appeared Herman Schulze 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 30th day of November, A. D. 1943.

(SEAL) Morris S. Collier  
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS )  
COUNTY OF KERR ( BEFORE ME, Morris S. Collier a Notary Public in and for Kerr County,

Texas, on this day personally appeared Augusta Schulze wife of Herman Schulze, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Augusta Schulze acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. Given under my hand and seal of office this 30th day of November, A. D. 1943.

Morris S. Collier  
Notary Public, Kerr County, Texas.

Filed for record Dec. 6, 1943 at 10:40 o'clock A. M.

Recorded December 10, 1943 at 1:40 o'clock P. M.

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EASEMENT  
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THE STATE OF TEXAS )  
COUNTY OF KERR ( KNOW ALL MEN BY THESE PRESENTS: That Oscar J. Morrison and wife Beatrice

Morrison of Kerr County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto the Lower Colorado River Authority, of Austin, Texas (hereinafter called the "Authority"), an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames, or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Kerr County, Texas, to-wit: Being a description of the Authority's electric distribution rural line extension to serve L. Ray Saunders and others as now located and surveyed across a two acre tract of land in the name of Oscar J. Morrison in the Wm. Watt Survey No. 68, Kerr County, Texas.

The following being the center line of a right of way line herein described. Beginning at a point in a center line of a property line dividing the said property of Oscar J. Morrison and Herman Schulze, said point being located twenty seven feet (27) south from a point at which said property line intersects the south right of way line of State Highway #27; thence in a westerly direction to a point in a center line of a property line dividing the said property of Oscar J. Morrison and L. Ray Saunders, said point being located thirty one feet (31) south from a point at which said property line intersects the south right of way line of the State Highway No. 27. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same <sup>general</sup> direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned. Not more than None towers, None H-Frames, One (1) poles and One (1) guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of None Dollars (\$ None) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby created to erect towers, H-FRAMES, poles and guys along said course in excess of said

AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF KERR

DEED 112 27 <sup>8-C</sup>

WHEREAS, heretofore A. C. Erwin and wife, Harriette E. Erwin caused to be placed of record certain plats, plans and dedications covering subdivisions known as "GUADALUPE HEIGHTS" and "GUADALUPE HEIGHTS NO. 2", situated in Kerr County, Texas, and found of record respectively in Vol. 2, page 12 and Vol. 2, page 36, Kerr County Plat Records, and in connection with the same did adopt and record certain restrictive covenants governing the use and occupancy of the lands in said subdivisions; and,

WHEREAS, one such restrictive covenant provided for the approval by a committee of the plans and specifications for any improvements constructed upon the subdivided lands, naming as such committee A. C. Erwin, Arthur R. Erwin and Darrell C. Lochte, any two of whom might act; and,

WHEREAS, the said A. C. Erwin is now deceased, and all of his rights, powers, authority and title in and to such subdivisions has now vested in ACE RANCH-O-TEL, INC., a Texas Corporation, including the authority to appoint another member of such committee;

NOW, THEREFORE, ACE RANCH -O-TEL, INC., acting herein by and through its officers thereunto duly authorized, has this day appointed, and by these presents does appoint, as the third member of such committee, Elizabeth Broughton, she to have all such power and authority in the premises as was and is held by the individual members of such original committee; and to the extent of the appointment here made, such restrictions are amended, and as so amended shall continue in full force and effect.

The said restrictions are further amended, so that the minimum living area for any single family dwelling shall hereafter be 1,000 square feet, exclusive of garage and porches, whether attached or detached, and the minimum area for any duplex or two-family dwelling shall be 1,500 square feet, exclusive of such garage and porches; provided, however, that this amendment shall not affect, or impair the rights of any holder or holders of title to any part of such subdivisions, or either of them, holding under deeds dated prior to the execution and filing of this amendment.

Insofar as any prior acts of said Elizabeth Broughton with respect to the approval of plans and specifications are concerned, all such acts are hereby adopted, ratified and confirmed.

EXECUTED this 1st day of February, A. D. 1962.

Corporate Seal  
ATTEST:  
/s/ Elizabeth E. Broughton  
Secy-Treas.

ACE RANCH-O-TEL, INC.  
By /s/ Robert W. Erwin  
President

THE STATE OF TEXAS  
COUNTY OF MURKES

BEFORE ME, the undersigned authority in and for said County and State, on this day, 1962

28 | Deed 112

did appear Robert W. Erwin, President of ACE RANCH-O-TEL, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation, and as the President thereof.

GIVEN under my hand and seal of office this 3rd day of February, A. D. 1962.

Seal

Gwen O'Brien  
Notary Public in and for Success County,  
Texas.  
My Commission Expires June 1, 1963

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EMMIE M. MUDNICK, County Clerk

By *[Signature]* Deputy