

794001

Lime Creek
P.O. BOX 306
KERRVILLE, TEXAS 78028

VOL. 223 PAGE 294

THE STATE OF TEXAS

COUNTY OF KERR

CONTRACT FOR DEED

THIS AGREEMENT, made and entered into this 11 day of July, A.D. 19 79, by and between LIME CREEK, hereinafter called SELLER, and

Robert C. and Sue P. McCulloch

100 North Iowa Gunnison, Colorado 81230 Ph. 303-541-3071

Street City County State Zip

hereinafter called PURCHASER:

WITNESSETH:

THAT SELLER, by these presents, has contracted to sell to PURCHASER, on the terms and conditions hereinafter set forth, the following described tract of land being .3 acres, more or less, and being Block No 3 12: 12 LIME CREEK, a subdivision of record in Volume * Page * of the Plat Records of Kerr County, Texas. The cash price of the above described property is \$ 9,000.00 for said lot payable as follows: \$ 500.00 down, cash or check, the receipt of which is hereby acknowledged, and there shall remain an unpaid principal balance of \$ 8,500.00 on said cash price. PURCHASER agrees to pay said unpaid principal balance at the rate of \$ 107.05 per month which shall include 10 % interest, to LIME CREEK, P.O. Box 1048, Kerrville, Texas 78028, the first payment due and payable on the 1st day of September, 19 79. All checks and remittances shall be made payable to LIME CREEK. * proposed subdivision to city of Kerrville

Upon completion of said payments in full, SELLER will issue or cause to be issued to PURCHASER a General Warranty Deed conveying the surface only to said property, free and clear of all liens or encumbrances, except as stated herein. No oil, gas, and/or other minerals or royalties shall be conveyed in said deed. It is expressly agreed that all ad valorem taxes prior to the date hereof are the obligation of the SELLER and that all ad valorem taxes from the date hereof shall be the obligation of PURCHASER. All such taxes shall be paid by PURCHASER by direct payment to taxing authorities. Should such taxes become due and payable and remain unpaid, PURCHASER hereby authorizes SELLER, at SELLER'S option, to deduct from payments made by PURCHASER a sum equal to such taxes and pay such taxes to proper taxing authorities. Any sums so deducted for taxes shall not be credited to the payment of the balance due on the purchase price, principal or interest, as above provided, but shall be applied to PURCHASER'S contractual obligation to pay such taxes on said property pursuant to this contract, and a service charge of \$5.00 shall be made to the PURCHASER each time this condition occurs.

PURCHASER expressly takes said land subject to such easements as shown of record, existing, or indicated on plat. Title policy will be furnished if PURCHASER desires at PURCHASER'S expense. In the event PURCHASER fails or refuses to make payments as above provided, including principal, interest and taxes, the entire remaining balance due on this contract shall become immediately due and payable to SELLER, and this contract may, at the option of the SELLER, be cancelled and the amount paid retained as liquidated damages for breach of this contract. Forfeiture under this covenant shall take place in compliance with Article 1301B, Vernon's Annotated Texas Statutes. SELLER shall never be held to have waived any default by accepting late payments or granting extensions to PURCHASER.

PURCHASER has identified and is satisfied as to the location of the above described tract of land. The SELLER will not be responsible for any statements made by its agents not contained herein, and this contract shall not be binding on SELLER until same has been confirmed by SELLER, and is not transferable or assignable by the PURCHASER without the consent of SELLER in writing.

This contract is subject to property restrictions appearing on the reverse side which restrictions are incorporated herein and made a part hereof for all purposes.

SELLER reserves the right to deed this property at any time they so desire and PURCHASER agrees to execute a note and deed of trust with the same terms and conditions for the remaining balance owed on the property on the date it is deeded.

This contract may be paid in part or in full at any time without penalty to PURCHASER.

Witness our hands this 11 day of Jul, A.D. 19 79.

Barbara K. Wagner
Witness

Robert C. McCulloch
Robert C. McCulloch

Lester B. Whitton
Lester B. Whitton

Sue P. McCulloch
Sue P. McCulloch

FINANCE CHARGE \$ 1,117.20 ANNUAL PERCENTAGE RATE OF INTEREST 10% NO INSURANCE NECESSARY.
Total of all payments \$ 12,347.20 (Cash price plus interest) Payable in 120 monthly installments of \$ 107.05 each.

*SEE ATTACHMENT

Restrictions

VOL. 223 PAGE 295

GRANTEES, BY THEIR ACCEPTANCE OF THIS CONVEYANCE, agree and covenant that they, their heirs and or assigns, will abide by the following listed restrictions:

Each lot shall be used for single family one story residences only.

Each residence shall contain a minimum of 1400 square feet, exclusive of porches, carports and garages, at least two baths, and a two car carport or garage.

All out buildings must be set back a minimum of 75 feet from the curb of the street on which the residence fronts. Out buildings must be architecturally compatible with the corresponding residence.

No more than one residence shall be built on any lot.

Construction of residences must be conventional: No prefabricated structure to be used. Exterior walls must be a minimum of 50% masonry. No unfinished concrete blocks or other concrete products to be used. Other 50% may be glass, western red cedar, redwood, or other architecturally compatible material as approved by Grantor or the Architectural Control Committee. No asbestos siding or metal siding shall be used. All wood siding must be stained or painted.

Roof shall be gravel surface built-up, standing seam metal, cedar shingle, cedar shake or clay tile. Asphalt shingles may be used provided they weigh a minimum of 240 lbs. per 100 square feet.

Fireplace flues must be masonry. No exposed metal flues to be used.

Prior to completion of development, plans and building design must be approved by Grantor in writing before beginning date of construction.

Each residence must present a good frontage on the streets on which the lots abut. No dwelling shall front on State F.M. 1338, or on State Highway 27.

Fences are permitted, but must be constructed of wood (cedar or redwood), chain link, stone or brick. Fences shall not be erected past the front building limit line of 25 feet.

No house trailer or mobile home shall be parked, placed or left standing on any part of any lot, street or public easement.

No pumping of water from creek or lakes will be allowed.

Lots purchased must be kept clean and orderly. The lots must not be used for storage or parking of any type of vehicle or equipment.

No poultry or livestock shall be kept on any lot.

All construction and use of residences and outbuildings shall conform to the building codes and zoning ordinances of the City of Kerrville, Texas.

Upon completion of the development of the property, plans shall be submitted to an Architectural Control Committee as elected by the property Owners. Plans must comply with the foregoing restrictions and be approved in writing by the Committee before construction is begun.

These restrictions are to run with the land and shall be binding upon Purchaser whether one or more, his or their heirs, assigns, successors, administrators, and all persons claiming under him until January 1999, at which time said restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations. Invalidation of any one of these covenants by a judgement or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

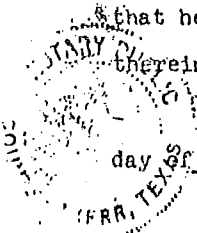
* Drilling of Well permitted provided such action does not conflict with ordinances

THE STATE OF TEXAS

VOL. 223 PAGE 296

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared
LESTER B. WHITTON 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, on this the eleventh
day of July, 1979

J.P. Wells
Notary Public in and for Kerr County,
Texas J.P. Wells

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared
ROBERT C. AND SUE P. McCULLOCH, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to
me that he and she executed the same for the purposes and consideration
therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the eleventh
day of July 1979

J.P. Wells
Notary Public in and for Kerr
County, Texas.
J.P. Wells

FILED FOR RECORD

at 9:15 o'clock P.M.

JUL 12 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Patricia Dye Deputy

#194001

VOL 223 PAGE 297

DEED

Lime Creek

to

Robert C. McCulloch

FILED FOR RECORD

at 9:15 o'clock P.M.

JUL 12 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Althea R. Giza* Deputy

Filed by return to:
Robert C. McCulloch
c/o N. Lewis
Gunnison, Colo.
81220

Filed for record July 12, 1979 at 9:15 o'clock AM.
Recorded July 17, 1979
EMMIE M. MUENKER, Clerk

By *Betty J. Lewis* Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LIME CREEK

796962 A SUBDIVISION IN KERR COUNTY, TEXAS VOL. 228 PAGE 525

THE STATE OF TEXAS I
COUNTY OF KERR I KNOW ALL MEN BY THESE PRESENTS:

This Declaration made by QUALITY READY MIX COMPANY, a Texas Corporation, and LESTER B. WHITTON, of Kerr County, Texas, hereinafter called "Developers".

WITNESSETH:

WHEREAS, Developers are the owners of that certain property known as LIME CREEK, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 4, Page 189, of the Plat Records of Kerr County, Texas; and,

WHEREAS, it is the desire of Developers to place certain restrictions, covenants and conditions upon and against LIME CREEK, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision;

NOW, THEREFORE, Developers hereby adopt, establish and impose upon LIME CREEK, and declare the following restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

1. Each lot shall be used for single family one story residences only.
2. Each residence shall contain a minimum of 1400 square feet, exclusive of porches, carports and garages, at least two baths, and a two car carport or garage.
3. All out buildings must be set back a minimum of 75 feet from the curb of the street on which the residence fronts. Out buildings must be architecturally compatible with the corresponding residence.
4. No more than one residence shall be built on any lot.
5. Construction of residences must be conventional; No

- prefabricated structure to be used. Exterior walls must be a minimum of 50% masonry. No unfinished concrete blocks or other concrete products to be used. Other 50% may be glass, western red cedar, redwood, or other architecturally compatible material as approved by Developers or the Architectural Control Committee. All wood siding must be stained or painted.
6. Roof shall be gravel surface built-up, standing seam metal, cedar shingle, cedar shake or clay tile. Asphalt shingles may be used provided they weigh a minimum of 240 lbs. per 100 square feet.
 7. Fireplace flues must be masonry. No exposed metal flues to be used.
 8. Prior to completion of development, plans and building design must be approved by Developers in writing before beginning date of construction.
 9. Each residence must present a good frontage on the streets on which the lots abut. No dwelling shall front on State F. M. 1338, or on State Highway 27.
 10. Fences are permitted, but must be constructed of wood (cedar or redwood), chain link, stone or brick. Fences shall not be erected past the front building limit line of 25 feet.
 11. No house trailer or mobile home shall be parked, placed or left standing on any part of any lot, street or public easement.
 12. Pumping of water from creek or lakes is prohibited. No diving boards, docks, platforms, walks, or other construction of any kind, whether permanent or temporary, shall be constructed on any water front lot so as to extend more than three feet into or over the water.
 13. Lots purchased must be kept clean and orderly. The lots must not be used for storage or parking of any type of vehicle or equipment.
 14. No poultry or livestock shall be kept on any lot.
 15. All construction and use of residences and out buildings shall conform to the building codes and zoning ordinances of the City of Kerrville, Texas.
 16. Upon completion of the development of the property, plans shall be submitted to an Architectural Control Committee as elected by the property owners. Plans must comply with the foregoing restrictions and be approved in writing by the Committee before construction is begun.
 17. These restrictions are to run with the land and shall be binding upon property owner, whether one or more, his or their heirs, assigns, successors, administrators, and all persons claiming under him until January 1999, at which time said restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations. Invalidation of any one of these covenants by a judgement or court order shall in no wise affect any of the other provisions or covenants which

shall remain in full force and effect.

The invalidity, abandonment or waiver of any one of these covenants, conditions, and restrictions shall in no way affect or impair the other covenants, conditions, and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developers herein, have hereunto caused this instrument to be executed this 15th day of November, 1979.



Irene U. Riley
IRENE U. RILEY, Secretary

QUALITY READY MIX COMPANY

H. E. Eaglebarger
H. E. EAGLEBARGER, President

Lester B. Whitton
LESTER B. WHITTON

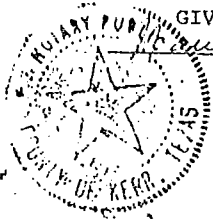
THE STATE OF TEXAS I
THE COUNTY OF KERR I

Filed 21 Day of Nov. A. D. 1979 at
EMMAE M. MUENKER 3:50 P.M.
Clerk County Court, Kerr County, Texas

Jane Wolgast Deputy

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared H. E. EAGLEBARGER, President of Quality Ready Mix Company, 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 President thereof.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of November, 1979.



Jacksie Davis
Notary Public in and for Kerr County, Texas. My Commission expires August 31, 1980

JACKSIE DAVIS
Notary Public, Kerr County, Texas

THE STATE OF TEXAS I
THE COUNTY OF KERR I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared LESTER B. WHITTON, 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 15th day of November, 1979.



Jacksie Davis
Notary Public in and for Kerr County, Texas. My Commission expires August 31, 1980

JACKSIE DAVIS
Notary Public, Kerr County, Texas

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LIME CREEK A SUBDIVISION
IN KERR COUNTY, TEXAS

EMMIE M. MUENKER,
Clerk County Court, Kerr County, Texas

Filed 21 Day of Nov A. D. 1979 at
EMMIE M. MUENKER 3:50 P.M.
Clerk County Court, Kerr County, Texas
James Wayrum Deputy
DARRELL G. LOCHTE
ATTORNEY AT LAW
KERRVILLE, TEXAS

Filed for record November 21, 1979 at 3:50 o'clock P.M.
Recorded November 27, 1979
EMMIE M. MUENKER, Clerk

By *James Wayrum* Deputy

Filed for record Jan. 18, 1936, at 4 o'clock P. M.

Recorded January 29, 1936, at 1:45 o'clock P. M.

581612

58/612

THE STATE OF TEXAS : EASEMENT KERRVILLE RURAL DISTRIBUTION
COUNTY OF KERR : KNOW ALL MEN BY THESE PRESENTS: PROJECT NO. 130

That Henry Dietert and wife, Clara Dietert of Kerr County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company, an easement of right-of-way for an electric transmission and distributing line, consisting of variable numbers 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 Company, over, across and upon the following described lands located in Kerr County, Texas, to-wit: Being a description of the Texas Power and Light Company's Kerrville Rural Distribution Line to serve the Schreiner Airport (Project #130) as now surveyed and located across the land of Henry Dietert in the P. Lara Survey #123, Kerr County, Texas. Beginning at Survey Station 47 plus 24, same being a point in the center line of a property line running East and West dividing the land of Henry Dietert and the old Junction Road, said point being located 2 feet, more or less, Southwest of a property corner of the land owned by Henry Dietert, said corner also being a point in the Southwest right of way line of State Highway 27. Thence North 60 degrees 0 minutes West along and parallel with the Southwest right of way line of State Highway 27 for a distance of 2781 feet to TP&L angle pole at Survey Station 75 plus 05 Thence South 45 degrees 0 Minutes West for a distance of 854 feet to TP&L angle pole at Survey Station 83 plus 59 Thence North 70

613

degrees 0 minutes West for a distance of 1 foot to Survey Station 83 plus 60, same being a point in the center line of a property line running Northeast and Southwest dividing the land of Henry Dietert and Gus Trushel, said point being located 500 feet, more or less Northeast of a point where Henry Dietert's Northwest property line intersects the Northeast bank of the Guadalupe River. 10 Poles, 2 stubs, 4 guys, shall be erected along the course of said line. 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 line 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 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. 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 our hands this 19th day of December, 1935.

Henry Dietert
Clara Dietert

THE STATE OF TEXAS :
COUNTY OF KERR : BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County, Texas, on this day personally appeared Henry Dietert 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 19th day of December, A. D. 1935.

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

THE STATE OF TEXAS :
COUNTY OF KERR : BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County, Texas, on this day personally appeared Clara Dietert wife of Henry Dietert, 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 Clara Dietert 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 December, A. D. 1935.

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

Filed for record Jan. 18, 1936, at 4 o'clock P. M.
Recorded January 29, 1936, at 2:05 o'clock P. M.

U. B. Martin Survey #139 and M. Primrose Survey #140, Kerr County, Texas. The following beginning the center line of a right of way line herein described: Beginning at a point which is the intersection of the northeast property line of said R. D. Farish's property and a line dividing the properties of the Trushel Estate and J. A. Oswalt. Thence in a southerly direction for a distance of 839 feet, to an Authority's distribution pole and down guy, said pole and down guy being located 79 feet east of the present ranch residence. This is not a homestead. 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 ___ towers, ___ H-Frames, 2 poles and 4 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 claiming or to claim the same or any part thereof. Witness my hand this 22 day of January, 1942.

R. D. Farish

THE STATE OF TEXAS)
COUNTY OF KERR

(BEFORE ME, R. A. Remschel, a Notary Public in and for Kerr County, Texas

on this day personally appeared R. D. Farish 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 22 day of January, A. D. 1942.

(SEAL)

R. A. Remschel
Notary Public, Kerr County, Texas.

Filed for record March 6th, 1942 at 2:40 o'clock P. M.

Recorded March 7th, 1942 at 10:00 o'clock A. M.

69/255

EASEMENT

THE STATE OF TEXAS)
COUNTY OF KERR

(KNOW ALL MEN BY THESE PRESENTS: That J. A. Oswalt and wife Etta Dietert

Oswalt of Kerr County, Texas, for and in consideration of One 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 Kerr County, Texas, to-wit: Being a description of the Authority's electric distribution line extension to serve R. D. Farish and others as now located and surveyed across

#801191

THE STATE OF TEXAS

KERR County,

Easement and Right of Way

FROM

Quality Ready Mix Co.

and

Lester B. Whitton

TO

Lower Colorado River Authority

THE STATE OF TEXAS,

Kerr County,

I, EMMIE M. MUENKER,
 County Clerk in and for said County, hereby certify
 that the within Conveyance was filed in my office for
 record on the 27th day of February, 1980
 at 2:00 o'clock P. M. and duly recorded by me
 on the _____ day of _____ 19____
 in Book _____ Records of Deeds of said
 County, at page _____
 Given under my hand and seal of office the day and
 year last above written.
EMMIE M. MUENKER
 County Clerk, Kerr County, Texas
 By James W. Barefield Deputy.
 Filed by a Return to:
 L. C. R. A.

THE STATE OF TEXAS,

County of Kerr

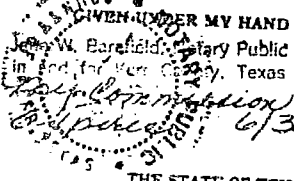
BEFORE ME

a Notary Public in and for

Kerr County, Texas, on this day personally appeared Lester B. Whitton

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 _____ day of _____ A. D. 1980



James W. Barefield
 Notary Public, Kerr County, Texas.

THE STATE OF TEXAS,

County of Kerr

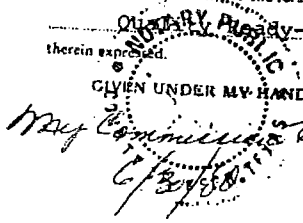
BEFORE ME

a Notary Public in and for

Kerr County, Texas, on this day personally appeared Howard Eaglebarger
 President of Quality Ready-Mix Company

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 Quality Ready-Mix Company and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 80



James W. Barefield
 Notary Public
 in and for Kerr County, Texas

803002

EASEMENT

VOL. 11 PAGE 832

THE STATE OF TEXAS)

COUNTY OF KERR)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Lester B. Whitton and
Quality Ready-Mix Company,
hereinafter called Grantor (whether one or more) for and in consideration of
the sum of -- in hand paid by the KERRVILLE TELEPHONE COMPANY, of
Kerrville, Texas, referred to herein as Grantee, the receipt of which is
hereby acknowledged, has granted, sold and conveyed, and does hereby grant,
sell and convey unto the said Grantee, its successors and assigns, a right
of way and easement for the purpose of erecting, constructing, maintaining,
operating, replacing and removing telephone and telegraph lines, poles and
under-ground telephone and telegraph cable or cables with the necessary fit-
tings and appliances and appurtenances necessary and reasonable and proper,
for transmitting telephonic communications, which right of way and easement
shall be a breadth of -- feet upon, over, under and through the
following lands of Grantor, lying and being situated in Kerr
County, Texas, and described as follows:

All that certain tract or parcel of land, being
five feet along each side of each lot where it abuts
an adjacent lot in Lime Creek Subdivision.

Lime Creek Subdivision being as filed in Kerr County
Deed Records in Volume 228, page 525.

Except that no easement is granted on Lot 4 Block 6,
Lot 11 Block 6, Lot 1 Block 4, Lot 7 Block 3,
Lot 12 Block 3.

803982

R.O.W.
Easement

Lester B. Whitton,
et al

to

Kerrville Telephone
Company.

Returns:

Lester B. Whitton
Answer.
70 First National Bank Bldg.
Kerrville Telephone 78028

Filed for record July 28, 1980 at 10:09 o'clock A.M.
Recorded July 31, 1980
EMMIE M. NUENKER, Clerk

By William S. Wierman Deputy