



**CITY OF BANDERA**  
**BOARD OF ADJUSTMENT MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas  
Tuesday, April 08, 2025 at 5:30 PM

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511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

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**AGENDA**

- 1. Call to order.**
- 2. Visitors to be heard (shall not exceed 30 minutes total).**

Citizens wishing to be heard may do so on all matters except personnel matters, matters listed on the agenda as a public hearing, and matters under litigation. Each person addressing the council must provide his/her legal name and current address for city records and meeting minute preparation. Each person will only be allowed to speak on matters on the agenda during citizen's forum/public comment. No rebuttals will be permitted. Each person addressing the governing body shall not exceed three (3) minutes. Section 551.042, Government Code, V.T.C.A. (i.e. Texas Open Meetings Act) permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting, but any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting. All remarks shall be addressed to the council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the council may be requested to leave the meeting.

- 3. Discussion and possible action on the following items:**

- 1.** Discuss and take action on a variance request by Karik and Patricia McMullan to significantly alter the text content of their billboard located in the 400 block of Highway 16 South.

- 4. Adjourn.**

/s/ Susan Hutcherson

Susan Hutcherson, City Specialist

*The Board of Adjustment for the City of Bandera reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matter listed above, as authorized by Texas Government Code §551.071 (Consultations with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices) and §551.086 (Economic Development). There may be a quorum of Economic Development Corporation/Planning and Zoning/City Council member at any regularly scheduled Board of Adjustment Meeting. This facility is wheelchair accessible and handicapped parking is available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (830) 796-3765. This agenda is posted in accordance with the Texas Government Code, Chapter 551 on April 4, 2025.*

Kirk & Patricia McMullan submitted a permit application to significantly alter the message on their billboard located on their property in the 400 block of Hwy 16 S (ETJ). The application was denied on March 11, 2025 because any maintenance, repair, or update requires the billboard to come into compliance with current code, Article 3.07 Signs.

Billboards are currently prohibited under ordinance § 3.07.013 so they are now requesting a sign variance to keep the billboard in place and alter the message. This is a non-conforming sign having been erected in 1986.

The Findings Required for Variance are as follows:

- That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his/her land.
- That the variance is necessary for the prevention and enjoyment of a substantial property right of the applicant.
- That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to the other property in the area; and
- That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance.

Mr. & Mrs. McMullan have provided written responses to these findings. Their letter and staff's responses to those statements and all other documents required by the Variance Checklist are included in the packet.



# CITY OF BANDERA

511 Main St. | P.O Box 896 | Bandera, TX 78003 | P: (830) 522-3126 | F: (210) 761-7352

## VARIANCE REQUEST AND CHECKLIST

### Applicant Information

Applicant's name: Joe W. McMullan Insurance Ag. Inc.

Applicant's mailing address: P.O. Box 997

Bandera, Texas 78003

Phone number: 830 796 3725

Email: service@mcnullaninsurance.com

### Pre-Application Meeting

The Pre-Application meeting is an opportunity for an applicant to describe the proposed development project and for City Staff to explain the development process, including:

- Applications / Checklists
- Timelines
- Review Procedures
- Governing Approval
- Development Standards

Schedule a pre-application meeting before submitting a project to the City (see Pre-Application Meeting application). The meeting lasts 30 to 60 minutes and is between the applicant and City Staff.

*Pre-Application meetings are scheduled within 2 to 3 weeks after this request is submitted to the City.*

### Findings Required for Variance

No variance shall be granted unless the Board of Adjustment makes affirmative findings as to all of the following:

- ✓ That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his/her land;
- ✓ That the variance is necessary for the prevention and enjoyment of a substantial property right of the applicant;
- ✓ That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area; and
- ✓ That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance.

### Submission Requirements

In submitting a variance request for initial consideration by the Board of Adjustment, the applicant shall deliver the following to the City Administrator no later than 21 calendar days prior to the date the variance request is to be considered by the Board of Adjustments:

#### Submittal Package Detail

- Completed and signed General Planning Application

### REVIEW PROCESS

SCHEDULE A PRE-APPLICATION MEETING

SUBMIT THIS APPLICATION WITH CHECKLIST ITEMS AND PAY FEE TO THE CITY

Application will be deemed complete/incomplete within 5 days after submission

ADMINISTRATIVE REVIEW AND RECOMMENDATION

Timeline for review will be determined by City Staff.

PUBLIC HEARING BOARD OF ADJUSTMENTS FINAL ACTION

- ✓ Project Description Letter explaining why a variance is needed, project goals and hardship
- ✓ Copy of plat if platted or metes and bound plus legal description of property if not platted
- ✓ Project filing fee
- ✓ Copy of deed showing ownership
- ✓ Copy of current tax certificate showing taxes have been paid
- ✓ Conceptual Site Plan showing variance is being requested (see below)

Conceptual Site Plan Requirements

The following items are required to comply with a review process outline in Section 9: Variances of the Subdivision Ordinance (A2-25).

- Drawn to scale
- Date prepared
- North arrow
- Name and address of property owner(s)
- Address and legal description of subject property
- Name and title of preparer - *preparer of what?*
- Property lines with dimensions
- Easements
- Setback lines and build-to-lines
- Size, height, and use of all existing and proposed buildings/structures
- Locations, type, and dimensions of all signs on the property
- Means of ingress and egress to public streets
- Relationship of site to all adjacent properties

City of Bandera

FILE # 00097674 3/20/2025 3:23 PM  
 GROUP: SB TERM: 011  
 REF # 35090

TRAD. 161.0000 VARIANCE FEE  
 MULLAN INSURANCE  
 SIGN VARIANCE  
 30300  
 VARIANCE FEE 100.00CR  
 TENDERED: 100.00 CHECK  
 APPLIED: 100.00-  
 CHARGE: 0.00

**FOR CITY USE ONLY:**

Place Type: P5 Character District: Trading Post

Received by: S Bigpp Date: 3-14-25 Routed to: CE Team on 3-18-25

Proposed Planning & Zoning meeting date: N/A

Proposed City Council meeting date: April 8, 2025



# CITY OF BANDERA

Section 3, Item 1.

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 522-3126 • F: (210) 761-7352

## GENERAL PLANNING APPLICATION

### Property Owner Information

Property owner's name: Joe W. McMullan Insurance Agency, Inc.

Property owner's mailing address: P.O. Box 997

City/State/Zip: Bandera, TX 78003

Phone number: 830 796 ~~2886~~ 3725

Email: service@mcnullaninsurance.com

### Applicant Information (Leave blank if same as owner)

Applicant's name: \_\_\_\_\_

Applicant's mailing address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**Type of project submission:**  
(Submit associated checklist)

#### Policy

- Annexation
- New Neighborhood Plan
- Place Type Zoning Change

#### Subdivision

- Amending Plat
- Final Plat
- Minor Plat (less than 4 lots)
- Preliminary Plat
- Public Improvement Plan
- Replat

#### Development

- Site Development Plan
- Warrant
- Zoning Variance

### Property Information

Property address(s): 400 block HWY 16 S Bandera

Legal description(s): ABST 311 B Ruiz SVY 58 TR 34 0.18 Acres

Parcel ID #(s): ~~156178~~ 156179

Parcel size(s) (in acres): 0.18

Current zoning: BT COM NM

I certify that I am the property owner or the applicant designated by the property owner, and that the information submitted in this application is true and correct to the best of my knowledge.

Joe W. McMullan  
Signature

3/14/2025  
Date

<b>FOR CITY USE ONLY:</b>			
Received by: <u>SB</u>	Date: <u>3-14-25</u>	Routed to: <u>CE Team</u>	on <u>3-18-25</u>

MAIL ADDRESS:  
P.O. Box 997  
Bandera, TX 78003



D. KIRK MCMULLAN, C.I.C.  
PATRICIA S. MCMULLAN, C.I.C.

March 12, 2025

In applying for the variance for a sign permit for the billboard located in the 400 block of HWY 16 S, owned by Joe W. McMullan Insurance Agy., Inc. We state the following findings required for variance.

The ordinance would deprive McMullan Insurance from using the 0.18 acres of land for its intended use because the billboard is the only structure, and its use is to advertise for our business, McMullan Insurance Agency. This marketing is part of our business plan and has been for many years. We rely on this marketing to help us stay visible to the public. **Staff agrees with this statement.**

The variance would allow us to continue to use the land and structure for its intended purpose. If denied, it would affect our property right and it would render the property useless to our business, as it is separate from our main property where our business is located. The size of the property would not allow it to be of use for anything else but the billboard.

**While staff agrees that this parcel is quite small making it useless for a structure, any type of conforming sign could be placed here.**

The granting of the variance will not have any effect that would be detrimental to the public health, safety or welfare, or injurious to other property in the area. This billboard has been in this location since the 70s. Joe W. McMullan Insurance Agy., Inc. purchased the land and billboard on June 24, 1986. **Staff agrees with this statement.**

The granting of the variance does not impede the orderly subdivision of other land in the area. The land is a stand-alone piece of property, in a flood zone, with no other purpose than for advertisement. **Staff agrees with this statement.**

McMullan Insurance has owned and used this property for advertisement for the last 39 years. We would like the variance for the sign permit so that we may continue to use the property for its original intended use, but with fresh updates. These updates will be a positive impact for the community. McMullan Insurance has been a part of this community and the City of Bandera for over 50 years. We have been in good standing and worked well with the City of Bandera for over 50 years and look forward to many more.

Thank you for your consideration.

McMullan Insurance Agy., Inc.

285 State Highway 16 South  
Bandera, Texas 78003  
830.796.3725 Local  
800.243.0023 Toll-Free  
830.796.4254 Fax

SERVICE CENTERS  
32880 IH-10 West  
Boerne, Texas 78006  
830.249.7022

[www.McMullanInsurance.com](http://www.McMullanInsurance.com)



against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand at Oakland, Cal. this 11 day of January A.D. 1966.

Mrs. G. H. Pendergrast  
MRS. G. H. PENDERGRAST  
Daisy S. Pendergrast - one and same

THE STATE OF CALIFORNIA )  
County of Alameda )

BEFORE ME, Verdene Tomlin Notary Public in and for Alameda

County, CALIFORNIA, on this day personally appeared Mrs. G. H. Pendergrast to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 11 day of January, A.D. 1966.

Seal. Verdene Tomlin  
My Commission Expires November 13, 1966. Verdene Tomlin - Notary Public

Filed for Record Jan. 28, 1966 at 1:30 o'clock P.M. and duly Recorded Jan. 29, 1966 at 9:08 o'clock A.M. in Vol. 123, Pages 277-278, Deed Records, Bandera County, Texas.

Seal. Roscoe L. Hayes, Clerk County Court  
By E. L. Baker, Jr., Deputy. Bandera County, Texas.

THE STATE OF TEXAS |  
COUNTY OF BANDERA |

Before me, the undersigned authority, on this day personally appeared R. L. Hayes, Thelma Jureczki and H. E. Hayes, and on their oath stated that the following facts are true and correct; on October 28, 1918, W. F. Gibbens, et ux, conveyed the below described lands to B. F. Langford, Jr. by deed recorded in Vol. H-1, page 610, Deed Records of Bandera County, Texas; the land conveyed included all of Lots 65 through 72 in Range XV, in the town of Bandera, Bandera County, Texas, and also all of Lots 65 through 72 in Range XVI in the town of Bandera, Bandera County, Texas, all of which said lands are described by metes and bounds as follows:

TRACT ONE: 1,352 acres of land, more or less, out of Survey No. 58, B. Ruiz, situated in Bandera County, Texas, adjoining the City of Bandera;

BEGINNING at a 1/2" steel pin set for the intersection point of the N.E. line of 15th St. and the S.E. line of Cedar St. and being 55.55' N. 45 deg. 00' E. from the N. cor. of Lot No. 65, Range XV, Bandera City;

THENCE N. 45 deg. 00' E. 233.3' to a steel pin in fence on the South bank of Mud Creek;  
THENCE S. 54 deg. 20' E. 191.0' with fence to fence cor. post in West line of Hwy. No. 16;

THENCE with fence and W. line of Hwy. No. 16 as follows: S. 14 deg. 05' W. 53.0'; S. 27 deg. 10' W. 48.5'; S. 33 deg. 06' W. 49.5'; S. 36 deg. 37' W. 125.3' to a steel pin in N.E. line of 15th St., being the intersection point of the N.E. line of 15th St. and the E. line of Hwy. No. 16;

THENCE N. 45 deg. 00' W. 258.6' with the N.E. line of 15th St. to place of BEGINNING; and being the identical property known as Lots Nos. Sixty-five (65) through Seventy-two (72) in Range Sixteen (XVI) in the town of Bandera, Bandera County, Texas.

TRACT TWO: 0.934 acres of land, more or less, out of Sur. No. 58, B. Ruiz, Bandera County, Texas;

BEGINNING at a steel pin the N. cor. of Lot No. 65, Range XV, Bandera;

THENCE N. 45 deg. E. 53.33' to the W. cor. of a 1.352 acre tract out of Survey No. 58,  
 B. Ruiz;  
 THENCE S. 45 deg. 00' E. 258.6' with S.W. line of 1.352 acre tract to a steel pin in N.W.  
 line of Hwy. No. 16;  
 THENCE S. 36 deg. 37' W. 56.1' with S.W. line of Hwy. to a steel pin in N.E. line of  
 Lot No. 72, Range XV;  
 THENCE N. 45 deg. 00' W. 266.66' with line of Lots 72 and 65 to place of BEGINNING.  
TRACT THREE: 0.18 acre of land, more or less, out of Sur. No. 58, B. Ruiz, Bandera  
 County, Texas;  
 BEGINNING at a steel pin in fence on the South bank of Mud Creek;  
 THENCE S. 82 deg. 43' E. 172.9' to the West line of Hwy. 16;  
 THENCE S. 10 deg. 25' W. 90.9' with the West line of Hwy. 16 to fence cor. post, said  
 point being the S.E. cor. of 1.352 acre tract above described;  
 THENCE N. 54 deg. 20' W. 191.0' with fence to place of BEGINNING.

All of Lots Nos. 65 through 72, Range XV in the City of Bandera, Bandera County, Texas,  
 that on August 5, 1925, B.F. Langford, Jr. conveyed said land to Ivey B. Langford by deed record-  
 ed in Vol. R-1, page 499 of the Deed Records of Bandera County, Texas, and that thereafter, on  
 June 21, 1941, Ivey B. Langford reconveyed said land to B. F. Langford, Jr. by deed recorded in  
 Vol. 68, page 288, of the Bandera County Deed Records, and that said transfer between the Langfords  
 was in truth and fact a transfer in trust to Ivey B. Langford, who held same for B. F. Langford,  
 Jr.; that at all times from October 28, 1918 to the date of this instrument that said B. F. Lang-  
 ford, Jr. and his wife, Mary Langford, owned, claimed and occupied said lands without interruption  
 for any reason.

Affiants have lived in the Bandera, Texas, community adjoining such property on and  
 before October 28, 1918, to the present and they know personally that there has always been a  
 substantial barbwire fence, capable of turning cattle and other livestock completely enclosing  
 this property, and this fence was kept up and the gates kept closed by B. F. Langford, Jr. and  
 his widow, Mary Langford, from the time of his purchase of the property on October 28, 1918,  
 until the date of this instrument. From October 28, 1918, and afterwards, B. F. Langford, Jr.  
 and his wife, Mary Langford, claimed such property as their own and adversely to everyone and  
 during such period used the same continuously, raising crops thereon, and when a crop was not in,  
 pastured livestock thereon and their use of the same was uninterrupted, and with their claim  
 was notorious in the community. During all of such period, the said B. F. Langford, Jr. and  
 his wife, Mary Langford, paid all taxes on such property promptly as they became due and before  
 they became delinquent. During all such period the possession by B. F. Langford, Jr. and widow,  
 Mary Langford, of such land was peaceable, not being interrupted by adverse suit to recover the  
 estate or otherwise interrupted by adverse claim or user.

R. L. Hayes  
 Thelma Juracski  
 H. E. Hayes

Subscribed and sworn to before me by the said R. L. Hayes, Thelma Juracski and H. E. Hayes this  
 28th day of January, 1966, to certify which witness my hand and seal of office.

Seal. O. E. Zuttermeister  
 Notary Public in and for Bandera County, Texas.



THE STATE OF TEXAS  
COUNTY OF BANDERA

Before me, the undersigned authority, on this day personally appeared R. L. Hayes, Thelma Jureczki, and H. E. Hayes, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of January, 1966.

Seal. O. E. Zuttermeister  
Notary Public in and for Bandera, Bandera County, Texas

Filed for Record Jan. 28, 1966 at 1:40 o'clock P.M. and duly Recorded Jan. 28, 1966 at 9:45 o'clock A.M. in Vol. 123, Pages 278-280, Deed Records, Bandera County, Texas.

Seal. Roscoe L. Hayes, Clerk County Court  
By E. L. Baker, Jr., Deputy. Bandera County, Texas.

THE STATE OF TEXAS  
COUNTY OF BANDERA

KNOW ALL MEN BY THESE PRESENTS:

That I, MARY LANGFORD, a widow of the County of Bandera State of Texas, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned cash in hand paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory vendor's lien note in the principal sum of \$5,700.00, bearing interest at the rate of six (6%) per cent per annum, due and payable in monthly installments of \$83.27 each, including interest, the first such installment due and payable on or before February 1, 1966, and a like such installment due and payable on or before the 1st day of each month thereafter until 84 such installments are 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. Burgin Davenport, Trustee, Bandera, Texas have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GLEN L. PRICE and wife, PANSY F. PRICE of the County of Bandera State of Texas, all of the following described real property in Bandera County, Texas, to-wit:

TRACT ONE: 1.352 acres of land, more or less, out of Survey No. 58, B, Ruiz, situated in Bandera County, Texas, adjoining the City of Bandera. BEGINNING at a 1/4" steel pin set for the intersection point of the N.E. line of 15th St. and the S.E. line of Cedar St., and being 55.55' N. 45 deg. 00' E. from the N. cor. of Lot No. 65, Range XV, Bandera City; THENCE N. 45 deg. 00' E. 233.3' to a steel pin in fence on the South bank of Mud Creek; THENCE S. 54 deg. 20' E. 191.0' with fence to fence cor. post in West line of Hwy. No. 16; THENCE with fence and W. line of Hwy. No. 16 as follows: S. 14 deg. 05' W. 53.0'; S. 27 deg. 10' W. 48.5'; S. 23 deg. 06' W. 49.5'; S. 36 deg. 37' W. 125.3' to a steel pin in N.E. line of 15th St., being the intersection point of the N.E. line of 15th St. and the W. line of Hwy. No. 16; THENCE N. 45 deg. 00' W. 258.6' with the N.E. line of 15th St. to place of BEGINNING; and

Being the identical property known as Lots Nos. Sixty-five (65) through Seventy-two (72) in Range Sixteen (XVI) in the town of Bandera, Bandera County, Texas.

TRACT TWO: 0.334 acres of land, more or less, out of Sur. No. 58, B, Ruiz, Bandera County, Texas; BEGINNING at a steel pin the N. cor. of Lot No. 65, Range XV, Bandera; THENCE N. 45 deg. E. 55.55' to the W. cor. of a 1.352 acre tract out of Survey No. 58, B, Ruiz; THENCE S.

20994

AFFIDAVIT OF HEIRSHIP

THE STATE OF TEXAS

I

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COUNTY OF BANDERA

I

Before me, the undersigned authority, on this day personally appeared MARY LANGFORD and LON ELAM, known to me to be credible persons over the age of twenty-one years, who, after being first duly sworn, on their oaths stated the following: That Frank T. Hay and Della Gibbons Hay were married on June 3, 1890; that they were each married only one time and that time to each other; that to said marriage was born the following children: RAY HAY, FERN HAY TRAWEEK, VIRGINIA HAY BURRIS, STANLEY HAY, MAURICE HAY, DOUGLAS HAY, OGA LEB HAY, GILBERT HAY, who died in 1969, without issue; and BRUCE HAY, who died in the year 1945, intestate, leaving the following children: FRANK L. HAY, C. B. (PAT) HAY, and DONALD HAY; that Frank Hay died in the year 1956, intestate, and that Della Gibbons Hay died in the year 1944, intestate; that no administration was taken out on their estate and that none was necessary; that the above named persons are all the living heirs of Frank T. Hay and Della Gibbons Hay, deceased.

*Mary Langford*  
 \_\_\_\_\_  
 MARY LANGFORD

*L. Elam*  
 \_\_\_\_\_  
 LON ELAM



Sworn to and subscribed before me by the said MARY LANGFORD and LON ELAM this 20th day of January, 1970.

*Patsy J. Price*  
 \_\_\_\_\_  
 Notary Public in and for  
 Bandera County, Texas

THE STATE OF TEXAS I  
 COUNTY OF BANDERA I

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



Given under my hand and seal of office this 20th day of January, 1970.

*Patsy J. Price*  
 \_\_\_\_\_  
 Notary Public in and for  
 Bandera County, Texas

FILED FOR RECORD on the 8th day of June A.D., 1970, at 2:45 o'clock P.M.  
 RECORDED on the 11th day of June A.D., 1970, at 8:50 o'clock A.M.  
 DEED RECORDS, Bandera County, Texas. Volume 139, Page 282.  
 By *Elizabeth James* Deputy. ROSCOE L. HAYES, Clerk County Court.

Prepared by the San Antonio Bar Association for use by Texas Lawyers only. 7-87-5M

NOTICE

To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constituting the practice of law. No "standard form" can meet all requirements.

VOL. 142 PAGE 363

PARTIAL RELEASE OF LIEN

THE STATE OF TEXAS }  
COUNTY OF BANDERA }

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Bandera and State of Texas, the present legal and equitable owner and holder of one certain promissory note in the principal sum of FIVE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (\$ 5,700.00 ) dated January 1, 1966, executed by Glen L. Price and Pansy F. Price,

payable to the order of Mary Langford more fully described in a Deed of Trust, duly recorded in Vol. page of the Deed of Trust Records of Bandera County, Texas; said note being secured by vendor's lien and deed of trust lien among other property, against the following described property, to-wit:

0.18 acre of land, more or less, out of Sur. No. 58, B. Ruiz, Bandera County, Texas, described by metes and bounds as follows:  
BEGINNING at a steel pin in fence on the South Bank of Mud Creek;  
THENCE S. 82 deg. 43' E. 172.9' to the West line of Hwy. No. 16;  
THENCE S. 10 deg. 25' W. 90.0' with the west line of Hwy. No. 16 to fence cor. post, said point being the S.E. cor. of 1.352 acre tract;  
THENCE N. 54 deg. 20' W. 191.0' with fence to place of Beginning.

for and in consideration of the sum of TEN AND 00/100 Dollars (\$ 10.00 )

paid to the undersigned by Glen L. Price, et ux the receipt of which is hereby acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said Glen L. Price, et ux the above described property from said vendor's lien and deed of trust lien against the same securing the payment of the above described note . . .

BUT it is expressly agreed and understood that this is a Partial Release and that the same shall in no wise release, affect or impair said lien or liens against any other property in said instrument mentioned, securing the remainder owing on said note not heretofore and hereby released by the undersigned.

EXECUTED this the 2nd day of June, A. D. 1971.

her mark MARY LANGFORD

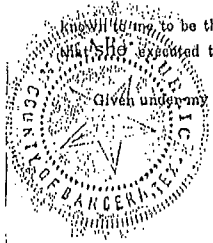
Witness Elaine F. Fisher  
Witness Margaret L. Labiguen

(Single Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF BANDERA } VOL 142 PAGE 364

Before me, the undersigned authority, on this day personally appeared MARY LANGFORD

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office, this the 2nd day of JUNE, A. D. 1971

Robert E. Wehmeyer  
Notary Public in and for BANDERA County, Texas.  
Robert E. Wehmeyer

STATE OF TEXAS  
County of Bandera  
**Olga Schmidt**  
I, ~~Olga Schmidt~~ Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 2nd day of June A.D. 1971 with its certificate of authentication was filed for record in my office on the 3rd day of June A.D. 1971 at 3:12 o'clock P. M. and duly recorded the 10th day of June A.D. 1971 at 8:00 o'clock A. M. in the Deed Records of Said County in Volume 142 on Page 363-364

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

~~Olga Schmidt~~ Olga Schmidt  
Clerk County Court, Bandera County, Texas.  
By Shirley J. Nelson Deputy

Prepared by the San Antonio Bar Association for use by Lawyers only, 12-69-10M  
NOTICE To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements. (Rev. 2-68)

VOL. 142 PAGE 365

WARRANTY DEED

THE STATE OF TEXAS  
COUNTY OF BANDERA

2864 } KNOW ALL MEN BY THESE PRESENTS:

That we, GLEN L. PRICE and wife, PANSY F. PRICE,

of the County of Bandera State of Texas for and in  
consideration of the sum of ----- TEN AND 00/100 (\$10.00) ----- DOLLARS

to us in hand paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY  
unto ELMO REEVES

of the County of Bandera State of Texas, all of  
the following described real property in Bandera County, Texas, to-wit:

0.18 acre of land, more or less, out of Sur. No. 58, B. Ruiz, Bandera County, Texas,  
described by metes and bounds as follows:

BEGINNING at a steel pin in fence on the South bank of Mud Creek;  
THENCE S. 82 deg. 43' E. 172.9' to the West line of Hwy. No. 16;  
THENCE S. 10 deg. 25' W. 90.0' with the west line of Hwy. No. 16 to fence cor. post,  
said point being the S.E. cor. of a 1.352 acre tract;  
THENCE N. 54 deg. 20' W. 191.0' with fence to place of BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and  
appurtenances thereto in anywise belonging, unto the said grantee, his heirs and  
assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators  
to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee,  
his heirs and assigns, against every person whomsoever lawfully claiming or to  
claim the same or any part thereof.

EXECUTED this 3rd day of

May June, A. D. 1971.

Glen L. Price  
GLEN L. PRICE  
Pansy F. Price  
PANSY F. PRICE

366

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF BANDERA

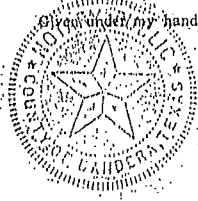
VOL. 142 PAGE 366

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

GLEN L. PRICE and PANSY F. PRICE, his wife,

known to me to be the person...S. whose name S. ARE...subscribed to the foregoing instrument, and acknowledged to me that  
t hey... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 3rd day of June, A. D. 19 71  
Notary Public in and for Bandera County, Texas.



STATE OF TEXAS  
County of Bandera

I, **Olga Schmidt** Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 3rd day of June A.D. 19 71 with its certificate of authentication was filed for record in my office the 3rd day of June A.D. 19 71 at 3:15 o'clock P. M. and duly recorded the 10th day of June A.D. 19 71 at 8:05 o'clock A. M., in the Deed Records of Said County in Volume 142 on Pages 365-366

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

**Olga Schmidt**  
Clerk County Court, Bandera County, Texas.  
By Hurley J. Nelson Deputy

90748

VOL 0411 PAGE 159

UTILITY EASEMENT

AND

W.O. 39458

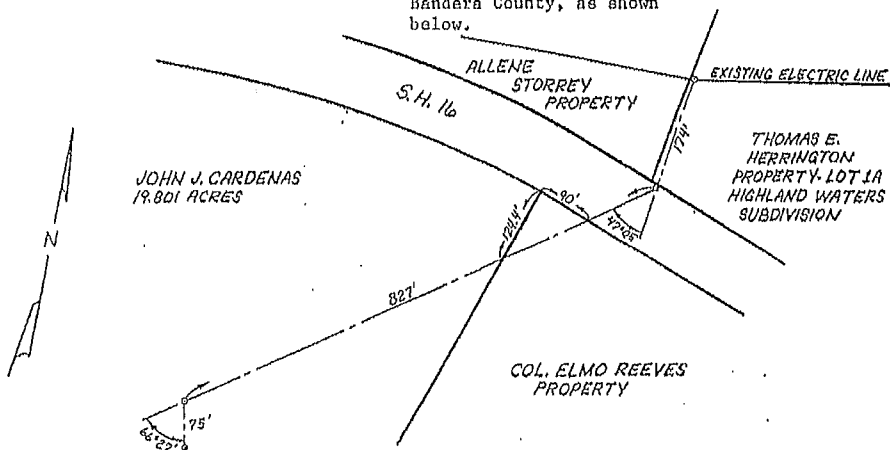
COVENANT OF ACCESS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BANDERA

That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor: The Col. Elmo Reeves property in Bandera County, as shown below.



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

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum.

VOL 0411 PAGE 160

Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of the utilities. The easement area and all improvements within it shall be maintained by the owner of the land except for those facilities for which an authority or the utility company is responsible.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

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

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS His HAND \_\_\_\_\_, this 14 day of SEPTEMBER, A.D., 1994.

Elmo Reeves  
ELMO REEVES

THE STATE OF TEXAS  
COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared ELMO REEVES, 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 SEPTEMBER 1994.

Raymond Batio Jr.  
Notary Public in and for BANDERA County, Texas

RAYMOND BATIO JR.  
Printed or Stamped Name of Notary

My Commission Expires: 7-21-98



90746

Filed for Record  
at 10:53 o'clock A.M.

OCT 11 1994  
Bernice Bates  
County Clerk, Bandera County, Texas  
By: Suzanne Mayer Deputy

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law  
STATE OF TEXAS  
COUNTY OF BANDERA  
I hereby certify that this instrument was FILED in FILE Number Sequence of 11 date and at the time stamped herein by me, and was duly RECORDED in the OFFICIAL PUBLIC Records of Bandera County, Texas on

OCT 13 1994

Bernice Bates  
County Clerk, Bandera County, Texas



6274

THE STATE OF TEXAS }  
COUNTY OF BANDERA } KNOW ALL MEN BY THESE PRESENTS:

That we, Elmo Reeves and wife, Allene D. Reeves, of Bandera County, Texas, for and in consideration of the sum of \$10.00 and other valuable consideration in cash to us in hand paid by S. David Valdez and wife, Gretchen A. Valdez, the receipt of which is hereby acknowledged, and the further consideration of that certain promissory note of even date herewith executed by the Grantees herein payable to the Grantors herein in the principal sum of \$22,500.00 bearing interest and being payable and containing the usual provisions for acceleration of maturity and 10% attorney's fees and other provisions, all as more fully provided in said note to which reference is here made for all purposes, said note being secured by the vendor's lien herein retained and by a Deed of Trust on the hereinafter described property have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto S. David Valdez and wife, Gretchen A. Valdez, of Bandera County, Texas, all those certain tracts and parcels of land situated in the Town of Bandera in Bandera County, Texas, described as follows, to-wit:

FIRST TRACT: The southeast 30 feet of Lot 58 in Range XII, in the Town of Bandera, in Bandera County, Texas, and also a 20 foot easement across the North end of the rear part of said lot, as shown on the map of the Town of Bandera on file in the office of the County Clerk of Bandera County, Texas, and being the same property conveyed from Tom J. Anderwald to the undersigned by deed dated April 7, 1965, recorded in Volume 121, pages 617-618, Deed Records of said County to which reference is here made for all purposes.

SECOND TRACT: 0.18 acres of land, more or less, out of

Sur. No. 58, B. Ruiz, Bandera County, Texas,  
 described by metes and bounds as follows:  
 BEGINNING at a steel pin in fence on the South  
 Bank of Mud Creek;  
 THENCE S. 82 deg. 43' E. 172.9' to the West line  
 of Hwy. No. 16;  
 THENCE S. 10 deg. 25' W. 90.0' with the West line  
 of Hwy. No. 16 to fence cor. post, said point  
 being the S. E. cor. of a 1,352 acre tract;  
 THENCE N. 54 deg. 20' W. 191.0' with fence to  
 place of beginning, being the same land described in  
 deed dated June 3, 1971, from Glen L. Price and wife, Pansy F.  
 Price, to the undersigned, recorded in Volume 142, pages 365-366,  
 Deed Records of Bandera County to which reference is here made  
 for all purposes.

This conveyance includes the large 20' x 40' sign adver-  
 tising Reeves Ranch Realty situated on the 0.18 acre tract above  
 described.

TO HAVE AND TO HOLD the above described premises, together  
 with all and singular the rights and appurtenances thereto in any-  
 wise belonging, unto the said S. David Valdez and wife, Gretchen  
 A. Valdez, their heirs and assigns, forever; and we do hereby bind  
 ourselves, our heirs, executors and administrators to WARRANT AND  
 FOREVER DEFEND all and singular the said premises unto the said  
 Grantees, their heirs and assigns, against every person whomsoever  
 lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well  
 as the Superior Title in and to the above described premises, is  
 retained against the above described property, premises and im-  
 provements until the above described note and all interest thereon  
 are fully paid according to the face, tenor, effect and reading  
 thereof, when this Deed shall become absolute.

EXECUTED on this 11th day of October, A.D. 1973.

*Elmo Reeves*  
 Elmo Reeves  
*Allene D. Reeves*  
 Allene D. Reeves

THE STATE OF TEXAS }  
COUNTY OF BANDERA }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of October, A.D. 1973.



Frances Alanis  
FRANCES ALANIS  
Notary Public in and for Bandera County, Texas.

STATE OF TEXAS  
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 11th day of Oct. A.D. 19 73 with its certificate of authentication was filed for record in my office the 7th day of Nov. A.D. 19 73 at 10:00 o'clock A. M. and duly recorded the 8th day of Nov. A.D. 19 73 at 10:50 o'clock A. M. in the Deed Records of said County in Volume 155 on Pages 633-735

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

OLGA SCHMIDT  
Clerk County Court, Bandera County, Texas.  
By Shirley J. Nelson Deputy

Texas Highway Department  
Form D-15-14  
Page 1 of 4  
Rev. 10-61

8015-1-25  
C104A

DEED

THE STATE OF TEXAS

8808

COUNTY OF BANDERA

KNOW ALL MEN BY THESE PRESENTS:

That S. David Valdez and wife, Gretchen A. Valdez

of the County of Bandera, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Two Thousand three hundred seventy-five & no/100 - (\$ 2,375.00 - - - - ) Dollars to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, all that certain tract or parcel of land in Bandera County, Texas, and being more particularly described as follows, to wit:

0.012 of one acre of land, more or less, same being out of and a part of that certain 0.18 acre tract of land out of the Bernardino Ruiz Survey No. 58, Abstract No 311, in Bandera County, Texas, which 0.18 acre tract was conveyed to S. David Valdez and wife Gretchen A. Valdez by deed dated October 11, 1973 of record in Volume 155 Page 633, Deed Records of Bandera County, Texas, which 0.012 of one acre of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the division line between the S. David Valdez, et ux and the Glen L. Price, et ux properties with the existing northwest right of way line of State Highway 16;

THENCE, NORTH 54° 21' 54" West, a distance of 20.35 feet along said property division line to a point for a corner on the proposed northwest right of way line of said highway; which point is South 54° 21' 54" East, a distance of 168.41 feet along said property division line from the northwest corner of said 0.18 acre tract;

THENCE, NORTH 36° 52' 48" East, a distance of 46.36 feet along the proposed northwest right of way line of said highway to a point for a corner on the existing northwest right of way line of said highway;

THENCE, SOUTHWESTERLY, a distance of 50.76 feet along the arc of a circular curve to the right, the radius of which is 470.87 feet and which has a chord length of 50.74 feet along a bearing of South 13° 21' 15" West, to the point of BEGINNING.

Form D-15-14  
Page 2 of 4  
Rev. 10-61

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the above described property, to wit:

A. sign

Grantors covenant and agree to remove the above described improvements from said land by January 1, 1975, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder.

Form D-15-14  
Page 3 of 4  
Rev. 10-63

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging, unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 26th day of September, 19 74.

S. David Valdez  
S. David Valdez

Gretchen A. Valdez  
Gretchen A. Valdez

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

County of Bandera } County Judge

Before me, W. O. Hatfield, Jr., a ~~Notary Public~~ in and for said County and State, on

this day personally appeared S. David Valdez and wife, Gretchen A. Valdez

known to me ~~(or proved to me on the oath of)~~, known to me ~~(or proved to me on the oath of)~~, ~~or known to me on the oath of~~ S. David Valdez to be the person S. whose name S.

~~subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.~~

Given under my hand and seal of office, this the 26th day of September 19 74

County Judge W O Hatfield Jr  
~~Notary Public~~ in and for Bandera County, Texas.

STATE OF TEXAS  
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 26 day of Sept A.D. 19 74 with its certificate of authentication was filed for record in my office the 31 day of Oct A.D. 19 74 at 10:47 o'clock A M. and duly recorded the 1 day of Nov A.D. 19 74 at 10:40 o'clock A M. in the Deed Records of Said County in Volume 161 on Pages 69-71

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

OLGA SCHMIDT  
Clerk County Court, Bandera County, Texas.  
By Olga Schmidt Deputy

NOTICE

Prepared by the State Bar of Texas for use by Lawyers Only, 8-73-5M  
To select the proper form, fill in blank spaces, strike out form provisions  
or insert special terms constituting the practice of law. No "standard  
form" can meet all requirements.

PARTIAL RELEASE OF LIEN

THE STATE OF TEXAS

COUNTY OF BANDERA

} 8807  
KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Bandera, and State of Texas, the present legal and equitable owner and holder of that one certain promissory note in the original principal sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 22,500.00) dated Oct. 11, 1973, executed by S. David Valdez and wife, Gretchen A. Valdez, payable to the order of Elmo Reeves and wife, Allene D. Reeves, more fully described in a Deed of Trust, duly recorded in Vol. 48, page 641-644 of the Deed of Trust Records of Bandera County, Texas; said note being secured by said deed of trust lien and vendor's lien retained in Deed recorded in Vol. 55, Pg. 1633 against, AMONG OTHER PROPERTY, the following described property, to-wit:

0.012 of one acre of land, more or less, same being out of and a part of that certain 0.18 acre tract of land out of the Bernardino Ruiz Survey No. 58, Abstract No. 311, in Bandera County, Texas, which 0.18 acre tract was conveyed to Elmo Reeves by deed dated June 3, 1971 of record in Volume 142, page 365, Deed Records of Bandera County, Texas, which 0.012 of one acre of land, more or less, is more particularly described by metes and bounds as follows:  
BEGINNING at the point of intersection of the division line between the Elmo Reeves and the Glen L. Price, et ux properties with the existing northwest right of way line of State Highway 16;  
THENCE, NORTH 54° 21' 54" West, a distance of 20.35 feet along said property division line to a point for a corner on the proposed northwest right of way line of said highway; which point is South 54° 21' 54" East, a distance of 168.41 feet along said property division line from the northwest corner of said 0.18 acre tract;  
THENCE, North 36° 59' 48" East, a distance of 46.96 feet along the proposed northwest right of way line of said highway to a point for a corner on the existing northwest right of way line of said highway;  
THENCE, SOUTHWESTERLY, a distance of 50.76 feet along the arc of a circular curve to the right, the radius of which is 470.87 feet and which has a chord length of 50.74 feet along a bearing of South 13° 21' 15" West, to the point of BEGINNING;

for a good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, hereby RELEASES and DISCHARGES the above described property from said lien or liens.

BUT it is expressly agreed and understood that this is a PARTIAL RELEASE and that the same shall in no wise release, affect or impair said lien or liens against any other property in said instrument mentioned.

EXECUTED this ..... day of ..... September ..... A. D. 19...74.....

.....  
ELMO REEVES  
.....  
ALLENE D. REEVES

(Acknowledgment)

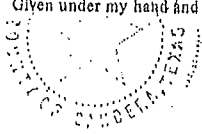
THE STATE OF TEXAS }  
COUNTY OF BANDERA

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

ELMO REEVES and wife, ALLENE D. REEVES,

known to me to be the person, whose name, S...ARE... subscribed to the foregoing instrument, and acknowledged to me that the y... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 27<sup>th</sup> day of September, A. D. 19 74.



Notary Public in and for Bandera County, Texas.

STATE OF TEXAS  
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 27 day of Sept A.D. 19 74 with its certificate of authentication was filed for record in my office the 31 day of Oct A.D. 19 74 at 10:45 o'clock A M, and duly recorded the 1 day of Nov A.D. 19 74 at 10:35 o'clock A M, in the Deed Records of Said County in Volume 161 on Pages 67-68

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

OLGA SCHMIDT  
Clerk County Court, Bandera County, Texas.

By [Signature]  
Deputy



11.00

Prepared by the State Bar of Texas for use by lawyers only. Revised 1-1-76.  
Revised as to interest and to include grantee's address (art. 6626, RCS) 1-1-82.  
Revised as to sale on default (§ 51.002, Prop. Code) 10-83.

52049 VOL 0279 PAGE 497

### DEED OF TRUST

THE STATE OF TEXAS  
COUNTY OF BANDERA

} KNOW ALL MEN BY THESE PRESENTS:

That JOE W. McMULLAN INSURANCE AGENCY, INC., a Texas corporation,

of Bandera County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Sully S. Woodland, Trustee, of Bandera County, Texas, and his substitutes or successors, all of the following described property situated in Bandera County, Texas, to-wit:

0.18 acres of land, more or less, out of Survey No. 58, B. Ruiz, Bandera County, Texas, described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

LESS, HOWEVER,  
0.012 of one acre of land, more or less, same being out of and a part of that certain 0.18 acre tract of land out of the Bernardino Ruiz Survey No. 58, Abstract No. 311, in Bandera County, Texas, which 0.012 of an acre, more or less, is more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made IN TRUST to secure payment of One (1) promissory note of even date herewith in the principal sum of FIVE THOUSAND NINE HUNDRED AND NO/100 Dollars (\$5,900.00)

executed by Grantors, payable to the order of S. DAVID VALDEZ AND WIFE, GRITICHEN A. VALDEZ  
P.O. Box

in the City of Bandera, Texas 78003, Bandera County, Texas, as follow, to-wit:

As therein provided;

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

VOL 0279 PAGE 498

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and wind-storm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing notices as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

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As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in Deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

EXECUTED this 24th day of June A. D. 19 86,

JOE W. McMULLAN INSURANCE AGENCY, INC.

BY: Joe W. McMullan  
JOE W. McMULLAN, Its President

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EXHIBIT "A"

Being 0.18 acres of land, more or less, out of Survey No. 58, B. Ruiz, Bandera County, Texas, described by metes and bounds as follows:

BEGINNING at a steel pin in fence on the South Bank of Mud Creek;

THENCE S. 82° 43' E., 172.9' to the West line of Hwy. No. 16;

THENCE S. 10° 25' W., 90.0' with the West line of Hwy. No. 16 to fence cor. post, said point being the S.E. cor. of a 1.352 acre tract;

THENCE N. 54° 20' W., 191.0' with fence to the place of Beginning, and being the same property described in Deed dated June 3, 1971, from Glen L. Price et ux to Elmo Reeves et ux, as recorded in Volume 142, Pages 365-366, Deed Records of Bandera County, Texas, to which reference is here made for all intents and purposes.

LESS, HOWEVER,

0.012 of an acre of land, more or less, same being out of and a part of that certain 0.18 acre of land out of the Bernardino Ruiz Survey No. 58, Abstract No. 311, in Bandera County, Texas, which 0.18 acre tract was conveyed to S. David Valdez and wife, Gretchen A. Valdez by deed dated October 11, 1973 of record in Volume 155, Page 633, Deed Records of Bandera County, Texas, which 0.012 of an acre of land more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the division line between the S. David Valdez, et ux and the Glen L. Price, et ux properties with the existing northwest right of way line of State Highway 16;

THENCE, North 54° 21' 54" W., a distance of 20.35' along said property division line to a point for a corner of the proposed northwest right of way line of said highway; which point is S., 54° 21' 54" E., a distance of 168.451' along said property division line from the northwest corner of said 0.18 acre tract;

THENCE, N., 36° 59' 48" E., a distance of 46.96' along the proposed northwest right of way line of said highway to a point for a corner of the existing northwest right of way line of said highway;

THENCE Southwesterly, a distance of 50.76' along the arc of a circular curve to the right, the radius of which is 470.87' and which has a chord length of 50.74' along a bearing of S., 13° 21' 15" W., to the point of Beginning.

SIGNED FOR IDENTIFICATION:

JOE W. McMULLAN INSURANCE, INC.

By: Joe W. McMullan  
JOE W. McMULLAN, its President

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Mailing address of trustee:

Name: Ronald M. Jackson  
Address: Attorney at Law  
P.O. Box 982  
Bandera, Tx 78003

Mailing address of each beneficiary:

Name: S. David and Gretchen A. Valdez  
Address: P.O. Box 53  
Bandera, Tx 78003

Name:  
Address:

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF Bandera

This instrument was acknowledged before me on the \_\_\_\_\_ day of June, 1986,  
by \_\_\_\_\_ 52049

Notary Public, State of Texas  
Notary's name (printed):

FILED FOR RECORD

Notary's commission expires:

This 25 Day of June A.D., 19 86

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
by \_\_\_\_\_

Notary Public, State of Texas  
Notary's name (printed):

At 10:42 O'Clock A M

Vera King  
County Clerk, Bandera County, Texas

By \_\_\_\_\_ Deputy  
19 \_\_\_\_\_

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS }  
COUNTY OF Bandera

This instrument was acknowledged before me on the 24th day of June, 19 86,  
by Joe W. McMullan, President  
of Joe W. McMullan Insurance Agency, Inc.  
a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas  
Notary's name (printed): Jimmie A. Kramer

Notary's commission expires: 11-30-88

AFTER RECORDING RETURN TO:

S. David and Gretchen A. Valdez  
P.O. Box 53  
Bandera, Tx 78003

PREPARED IN THE LAW OFFICE OF:

STATE OF TEXAS  
COUNTY OF BANDERA

I hereby certify that this instrument was FILED IN FILE  
Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the OFFICIAL  
PUBLIC Records of Bandera County, Texas on

July 4, 1986



County Clerk, Bandera County, Texas

By \_\_\_\_\_ Deputy

9.00

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52047

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS † KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BANDERA †

THAT we, S. DAVID VALDEZ AND WIFE, GRETCHEN A. VALDEZ, hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by JOE W. McMULLAN INSURANCE AGENCY, INC., hereinafter referred to as "GRANTEE", whether one or more, receipt of which is hereby acknowledged, and the further consideration of \$5,900.00 evidenced by one Promissory Note (the "Note") of even date herewith executed by GRANTEE, and payable to GRANTOR, bearing interest at the rate as stipulated in the Note and being payable as therein provided, the payment of the Note being secured by the Vendor's Lien and Superior Title herein retained on the hereinafter described property, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto GRANTEE, all of the following described real property, lying and being situated in Bandera County, Texas, together with all rights, benefits, privileges and appurtenances thereon or in anywise appertaining thereto, and together with any and all improvements thereon, all collectively referred to hereinafter as the "Property", described as follows:

0.18 acres of land, more or less, out of Survey No. 58, B. Ruiz, Bandera County, Texas, described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

LESS, HOWEVER, 0.012 of one acre of land, more or less, same being out of and a part of that certain 0.18 acre tract of land out of the Bernardino Ruiz Survey No. 58, Abstract No. 311, in Bandera County, Texas, which 0.012 of an acre, more or less, is more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

This conveyance is made and accepted subject to the following:

- 1. Visible or apparent utility easements over, across or under the subject property, not shown by the public records.

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- 2. Title to any portion of the insured premises embraced within the bounds of any public road or highway traversing the land, including but not limited to, the land conveyed to the State of Texas for road purposes by right of way deed dated September 26, 1974, from S. David Valdez, et ux, recorded Volume 161, Page 69, Bandera County Deed Records.
- 3. The City of Bandera "use" zoning and flood hazard zone and building rules, regulations and ordinances.
- 4. Title to all of the oil, gas, uranium and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved in Deed dated January 28, 1966 executed by Mary Langford to Glen L. Price, recorded in Volume 123, Page 280, Bandera County Deed Records.
- 5. Water pipe line easement dated March 26, 1986 from David Valdez et ux to Thelma Davenport, recorded in Volume 275, Page 660, Bandera County Real Property Records.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto GRANTEE and GRANTEE'S heirs, legal representatives, and/or successors and assigns, forever; and GRANTOR does hereby bind GRANTOR and GRANTOR'S heirs, executors, administrators, legal representatives, and/or successors, to WARRANT AND FOREVER DEFEND all and singular the said property, subject as aforesaid, unto GRANTEE and GRANTEE'S heirs, legal representatives, and/or successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that a Vendor's Lien, as well as the Superior Title in and to the above described Property, is retained against the above described Property, Premises and improvements until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The Note is additionally secured by a Deed of Trust of even date herewith from GRANTEE in favor of GRANTOR, and this Deed and the Note are executed, delivered and accepted subject to the terms and provisions of said Deed of Trust.

EXECUTED this 24th day of June, 1986.

*Gretchen A. Valdez*      *S. David Valdez*  
 \_\_\_\_\_  
 GRETCHEN A. VALDEZ      S. DAVID VALDEZ

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E X H I B I T " A "

Being 0.18 acres of land, more or less, out of Survey No. 58, B. Ruiz, Bandera County, Texas, described by metes and bounds as follows:

BEGINNING at a steel pin in fence on the South Bank of Mud Creek;

THENCE S. 82° 43' E., 172.9' to the West line of Hwy. No. 16;

THENCE S. 10° 25' W., 90.0' with the West line of Hwy. No. 16 to fence cor. post, said point being the S.E. cor. of a 1.352 acre tract;

THENCE N. 54° 20' W., 191.0' with fence to the place of Beginning, and being the same property described in Deed dated June 3, 1971, from Glen L. Price et ux to Elmo Reeves et ux, as recorded in Volume 142, Pages 365-366, Deed Records of Bandera County, Texas, to which reference is here made for all intents and purposes.

LESS, HOWEVER,

0.012 of an acre of land, more or less, same being out of and a part of that certain 0.18 acre of land out of the Bernardino Ruiz Survey No. 58, Abstract No. 311, in Bandera County, Texas, which 0.18 acre tract was conveyed to S. David Valdez and wife, Gretchen A. Valdez by deed dated October 11, 1973 of record in Volume 155, Page 633, Deed Records of Bandera County, Texas, which 0.012 of an acre of land more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the division line between the S. David Valdez, et ux and the Glen L. Price, et ux properties with the existing northwest right of way line of State Highway 16;

THENCE, North 54° 21' 54" W., a distance of 20.35' along said property division line to a point for a corner of the proposed northwest right of way line of said highway; which point is S., 54° 21' 54" E., a distance of 168.451' along said property division line from the northwest corner of said 0.18 acre tract;

THENCE, N., 36° 59' 48" E., a distance of 46.96' along the proposed northwest right of way line of said highway to a point for a corner of the existing northwest right of way line of said highway;

THENCE Southwesterly, a distance of 50.76' along the arc of a circular curve to the right, the radius of which is 470.87' and which has a chord length of 50.74' along a bearing of S., 13° 21' 15" W., to the point of Beginning.

SIGNED FOR IDENTIFICATION:

*S. David Valdez*  
S. DAVID VALDEZ

*Gretchen A. Valdez*  
GRETCHEEN A. VALDEZ



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Return To: Grantee's address:  
601 Main Street  
P. O. Box 997  
Bandera, Texas 78003

STATE OF TEXAS  
COUNTY OF BANDERA

This instrument was acknowledged before me on the 25<sup>th</sup> day  
of June, 1986, by S. David Valdez and wife, Gretchen A. Valdez.

Jimmy A. Kramer  
Notary Public, State of Texas  
My Commission Expires: 11-30-88  
Jimmy A. Kramer  
Notary's Printed Name

52047

FILED FOR RECORD

This 25 Day of June A.D., 19 86

At 10:40 O'Clock AM

Lera King  
County Clerk, Bandera County, Texas

By Senice Latta Deputy

STATE OF TEXAS  
COUNTY OF BANDERA  
I hereby certify that this instrument was FILED in FILE  
Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the OFFICIAL  
PUBLIC Records of Bandera County, Texas on

July 4, 1986  
Lera King



County Clerk, Bandera County, Texas

By Carol Calabrese  
Deputy

5.00

G.F. 5494

52048

VOL 0279 PAGE 495.

CERTIFICATE OF CORPORATE RESOLUTION

I, Joe W. McMullan, President and Secretary of Joe W. McMullan Insurance Agency, Inc., a Texas corporation, do hereby certify that said corporation is duly organized and existing under the laws of the State of Texas; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Texas and is in good standing in such State; that there is no provision of the Articles of Incorporation or by-laws of said corporation limiting the power of the Board of Directors to pass the resolution set out below and that the same is in conformity with the provisions of said Articles of Incorporation and by-laws; that the Secretary is the keeper of the records and minutes of the proceedings of the Board of Directors of said corporation and that on the 14th day of May, 1986, there was held a meeting of the Board of Directors of said corporation, which was duly called and held in accordance with the law and the by-laws of the corporation, at which meeting all of the Directors were present; and that at said meeting the following resolution was duly and legally passed and adopted and that the same has not been altered, amended, rescinded or repealed and is in full force and effect.

Resolved that Joe W. McMullan Insurance Agency, Inc. purchase from S. David Valdez and wife, Gretchen A. Valdez, that real property known as 0.18 acres of land out of Sur. No. 58, B. Ruiz, Bandera County, Texas, Less, However, 0.012 of an acre of land, same being out of and a part of that certain 0.18 acre of land out of the B. Ruiz Sur. No. 58, A-311, Bandera County, Texas; and that Joe W. McMullan Insurance Agency, Inc. sign a Real Estate Lien Note payable to S. David Valdez and wife, Gretchen A. Valdez in the amount of \$5,900.00 as part of the purchase price of \$10,900.00 for said real property.

I further certify that the following persons are the officers of Joe W. McMullan Insurance Agency, Inc., and are the persons authorized to act and sign the foregoing resolution:

JOE W. McMULLAN - PRESIDENT

IN WITNESS WHEREOF, I have hereunto set my hand as President and Secretary, respectively, of said corporation and have attached hereto the official seal of said corporation, this 24th day of June, 1986.

*Joe W. McMullan*  
JOE W. McMULLAN, PRESIDENT

THE STATE OF TEXAS  
COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared JOE W. McMULLAN, President and Secretary, of JOE W. McMULLAN INSURANCE AGENCY, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.  
GIVEN UNDER MY HAND AND SEAL of office this the 24th day of June, 1986.

My Commission Expires:  
11-30-88

*Jinmye A. Kramer*  
Notary Public, State of Texas

Jinmye A. Kramer  
Printed Name of Notary

Return To:  
Moore Abet. + Title Co.

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52048

FILED FOR RECORD

This 26 Day of June A.D., 1986

At 10:41 O'Clock A.M.

*Cera King*  
County Clerk, Bandera County, Texas

By *Genie Bates* Deputy

STATE OF TEXAS -  
COUNTY OF BANDERA

I hereby certify that this instrument was FILED in FILE  
Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the OFFICIAL  
PUBLIC Records of Bandera County, Texas on

*July 4, 1986*



*Cera King*  
County Clerk, Bandera County, Texas

By *Carol Castellano*  
Deputy

# TAX RECEIPT

03/14/2025

Section 3, Item 1.

Andrea K. Jankoski  
 P.O. Box 368  
 403 12th Street  
 Bandera, TX 78003

Receipt Number	
8664018	
Date Posted	03/14/2025
Payment Type	P
Payment Code	Full
Total Paid	\$117.92

**PAID BY:**

JOE W MC MULLAN INSURANCE AGENCY  
 P O BOX 997  
 BANDERA, TX 78003-0997

Property ID	Geo	Legal Acres	Owner Name and Address								
156179	00311-00580-0034	0.1800	JOE W MC MULLAN INSURANCE AGENCY P O BOX 997 BANDERA, TX 78003-0997								
Legal Description											
ABST 311 B RUIZ SVY 58 TR 34 0.18 ACRES											
Situs	DBA Name										
285 HWY 16 S TX	MCMULLAN INSURANCE										
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BCRAGD	2024	0.03758	5,964	16326	N	2.24	0.00	0.20	0.00	0.00	2.44
COUNTY ROADS	2024	0.04000	5,964	16326	N	2.39	0.00	0.22	0.00	0.00	2.61
BANDERA COUNTY	2024	0.47950	5,964	16326	N	28.59	0.00	2.57	0.00	0.00	31.16
BANDERA CITY	2024	0.47000	5,964	16326	N	28.04	0.00	2.52	0.00	0.00	30.56
BANDERA ISD	2024	0.78690	5,964	16326	N	46.93	0.00	4.22	0.00	0.00	51.15
											117.92

**Balance Due As Of 03/14/2025: .00**

Tender	Details	Description	Amount
Check	035087		117.92
			117.92

Operator	Batch	Total Paid
010	47335 (EKK 03/14/2025)	117.92

192" high

336" wide

288" to top of



**McMULLAN  
INSURANCE**  
JOE W. McMULLAN INSURANCE AGENCY, INC.

**50 YEARS**  
Serving Texas

830-796-3725      [mcmullaninsurance.com](http://mcmullaninsurance.com)

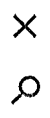
96" to bottom of sign



Section 3, Item 1.

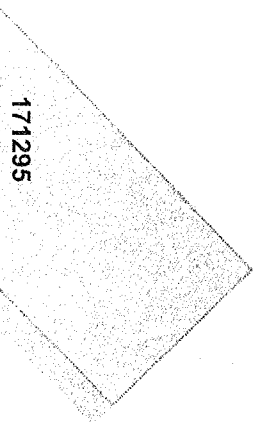
Search Here: 156179

Show search results for 156...



29°43'42"N 99°04'01"W

0 10 20ft



171295

(1 of 2)

**JOE W MC MULLAN INSURANCE AGENCY**

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

**Property Information**

Property ID: 156179

Legal Acreage: 0.180000

GEO ID: 00311-00580-0034

Legal Description: ABST 311 B RUIZ SVY 58

TR 34 0.18 ACRES

Tract or Lot:

Abstract Subdivision Code: 00311

Block:

Neighborhood Code: BTCOMNM

School District: BS

City Limits: BT

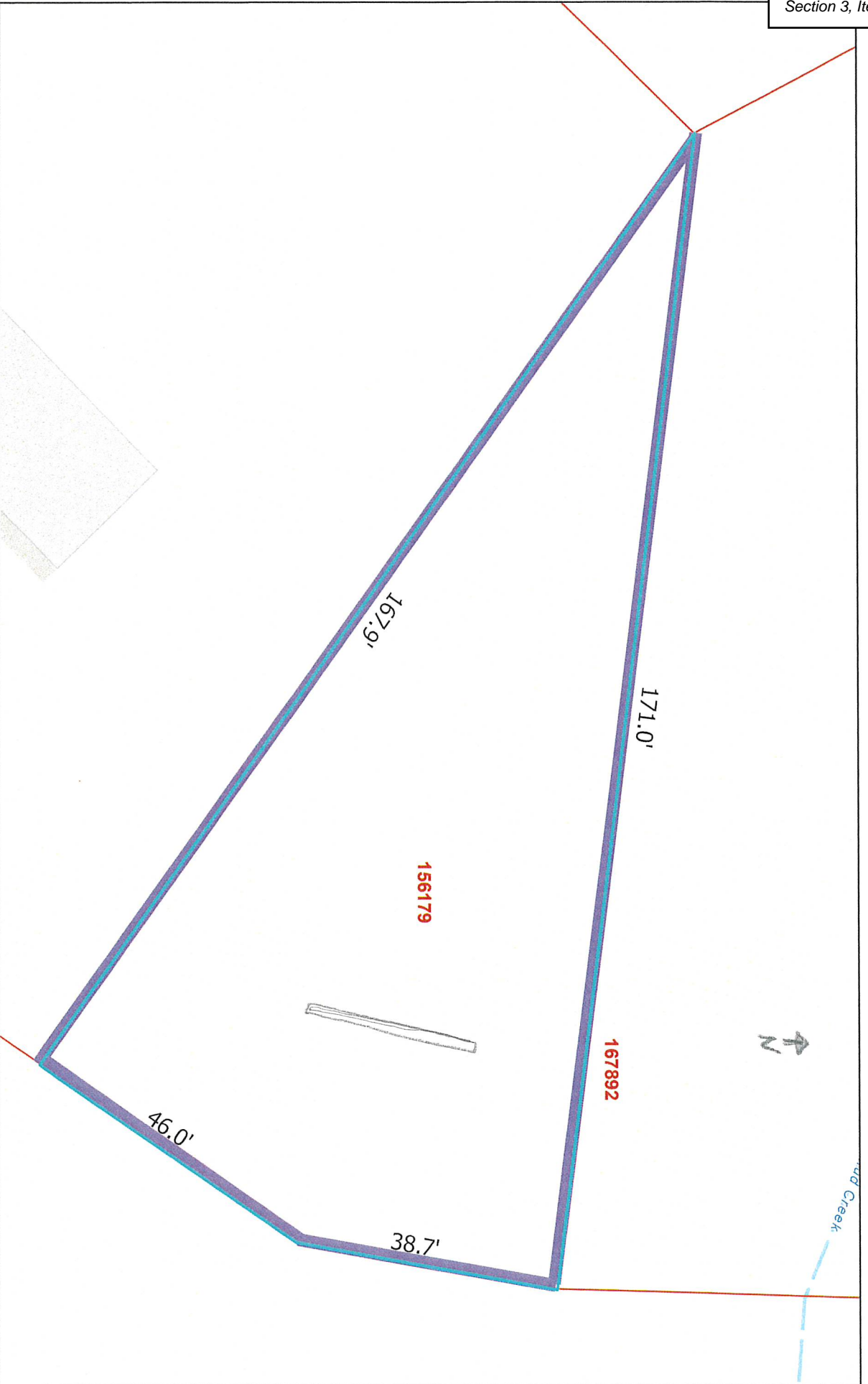
Zoom to

Mud Creek





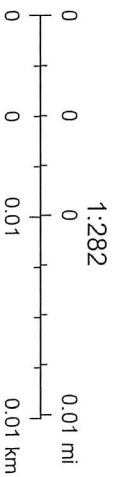
# Bandera CAD Web Map

Section 3, Item 1.



3/13/2025, 4:31:05 PM

-  Parcels
-  Abstracts



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Bandera County Appraisal District, BIS Consulting - www.bisconsulting.com

This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.





# CITY OF BANDERA

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Kirk & Patricia McMullan submitted a permit application to significantly alter the message on their billboard located on their property in the 400 block of Hwy 16 S (ETJ). The application was denied on March 11, 2025 because any maintenance, repair, or update requires the billboard to come into compliance with current code, Article 3.07 Signs.

Billboards are currently prohibited under ordinance § 3.07.013 so they are now requesting a sign variance to keep the billboard in place and alter the message. This is a non-conforming sign having been erected in 1986.

The Findings Required for Variance are as follows:

- That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his/her land.
- That the variance is necessary for the prevention and enjoyment of a substantial property right of the applicant.
- That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to the other property in the area; and
- That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance.

Mr. & Mrs. McMullan have provided written responses to these findings. Their letter and staff's responses to those statements and all other documents required by the Variance Checklist are included in the packet.