

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

**SANITARY SEWER  
EASEMENT AGREEMENT**

**Grantor:** BOARD OF TRUSTEES OF THE BOERNE INDEPENDENT SCHOOL DISTRICT

**Grantor's Mailing Address (including county):**

123 Johns Road  
Boerne, Texas 78006  
Kendall County, Texas

**Grantee:** KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

**Grantee's Mailing Address (including county):**

1330 Post Oak Boulevard, Suite 2650  
Houston, Texas 77056  
Harris County, Texas

**Grantor's Property:** A \_\_\_\_\_ acre tract of land lying in the Juan Ortiz Survey 190, Abstract 363, Kendall County, Texas and being out of the Amendment Plat of Lot 1, Trails at Herff Ranch, Unit 1, recorded in Volume 6, Page 279 of the Plat Records of Kendall County, Texas.

**Easement Property:** A .0359 of an acre tract of land lying in the Juan Ortiz Survey 190, Abstract 363, Kendall County, Texas and being out of the Amendment Plat of Lot 1, Trails at Herff Ranch, Unit 1, recorded in Volume 6, Page 279 of the Plat Records of Kendall County, Texas as depicted in Exhibit A attached hereto.

**Easement Purposes:** A non-exclusive right and easement over, across, upon and within the Easement Property (the "Sanitary Sewer Easement") for the sole purpose, and no other, of the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of lines, facilities and appurtenances to be placed within the above described permanent Easement Property.

**Consideration:** Ten and no/100 Dollars (\$10.00) and other good and valuable consideration.

**Reservations from and Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Kendall County water or utility district.

THE EASEMENT IS CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONVEYANCE OF THE EASEMENT IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE EASEMENT PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

TO THE EXTENT PERMITTED BY TEXAS LAW, AFTER THE CONVEYANCE, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

**Grant of Easement:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement", to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from

Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

The following terms and conditions shall apply to the Sanitary Sewer Easement:

A. Duration of Sanitary Sewer Easement. The Sanitary Sewer Easement is perpetual, subject to termination for non-use as set forth below. If at any time during the term of this Sanitary Sewer Easement, Grantee shall permanently cease to use the Sanitary Sewer Easement to serve the improvements on the Dominate Estate (the "Non-Use"), then the Grantor shall have the right to request that Grantee provide a written statement in recordable form acknowledging that the Sanitary Sewer Easement has expired (the "Termination Acknowledgment"). Upon occurrence of Non-Use and request by Grantor of the Termination Acknowledgment, Grantee shall provide such Termination Acknowledgment without unreasonable delay.

B. The Grantee shall install double swing gates with a minimum clear opening of twelve (12) feet wide wherever fences cross the Easement.

C. Non-exclusiveness of Easement. The Easement is non-exclusive and Grantee's use shall be in common with Grantors and their successors and assigns. Grantor hereby reserves, for itself and its successors and assigns, the right to enter upon and use the surface of the Easement Property, subsurface of the Easement Property and the air space over the Easement Property for any other purposes that do not unreasonably interfere with the rights granted to Grantee hereunder. Notwithstanding anything contained herein to the contrary, Grantor shall not use the Easement Property in any manner or grant any easement on or across the Easement Property that interferes in any material way, or is inconsistent with, the easements, rights, and privileges granted hereunder or the terms and conditions hereof.

D. Construction and Warranty. Grantee at Grantee's sole expense plans to construct certain improvements (herein "Grantee's Improvements") in the Sanitary Sewer Easement. Upon substantial completion, Grantee shall be responsible for restoration of the surface and contour of the right-of-way and workspace as nearly as is practicable to the condition that existed before construction.

E. Indemnity. Grantee agrees, to the extent permitted by applicable law, INDEMNIFY, DEFEND AND HOLD GRANTOR, ITS TRUSTEES, AGENTS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, in connection with use and enjoyment of this Easement by Grantee, any agent, officer, representative, employee of Grantee, or a person or entity under contract with Grantee, over which the Grantee exercises control) including but not limited to personal injury (including death), property damage, or other harm for which recovery of damages is sought, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or Grantee's failure to pay a contractor. The duty to defend set out above shall not apply in the event that the claim is based, in whole or in part, on the negligence of, fault of, or breach of contract by the Grantor, its Trustees, agents, officers or employees. Notwithstanding the foregoing, the Grantee agrees to reimburse the Grantor for its proportionate liability, if any, as found by the trier of fact or agreed to in any settlement. Grantee agrees to promptly advise the Grantor, in writing, of any claim or demand against the Grantee, Grantor known to the Grantee related to or arising out of Grantee's activities in connection with this Easement. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. Maintenance of Easement Property. After completion of construction by Grantee as herein described, and subject to Grantee's warranty obligations, maintenance of any improvements within the Sanitary Sewer

Easement Property shall be at the sole expense of Grantee, unless and until the obligation for maintenance is assumed by another governmental authority.

G. Rights Reserved. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface and any other portion of the Easement Areas for all purposes which do not interfere with or interrupt the use or enjoyment of the Easement (except that no building of any kind will be placed on any of the Easement Areas).

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

I. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Kendall County, Texas.

J. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

K. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

L. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

M. Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

N. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context as used in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement.

O. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth herein) and shall be given by any of the following means: (i) personal service (including, without limitation, overnight delivery, courier or messenger services); (ii) electronic communication, whether by telex, telegram or telecopying (but not electronic mail) (if confirmed in writing sent by certified, first-class mail, postage prepaid, return receipt requested), or (iii) certified, first-class United States mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to subsection (i) shall be deemed received upon such personal service or refusal to accept delivery, pursuant to subsection (ii) shall be deemed received on the day of dispatch by electronic means if received no later than 5:00 p.m., otherwise the notice shall be deemed received the following business day, pursuant to subsection (iii) shall be deemed received three (3) days following deposit in the mail.

P. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

Q. Equitable Rights of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided however, that the acts of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

R. Relationship of Parties. Nothing contained herein shall be construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any similar such relationship, or to render any party liable for the debts or obligations of the other party hereto. Grantee is not and shall not be construed as Grantor's agent in contracting for any improvements to the Sanitary Sewer Easement Property, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the above or any other property of Grantor.

S. Disclaimers. Grantor has executed and delivered this Agreement, and Grantee has received and accepted this Agreement and the Sanitary Sewer Easement Property, AS IS, WHERE IS, AND WITH ALL FAULTS, and without any representations or warranties whatsoever, express or implied, written or oral, except solely the limited special warranty of title expressly set forth herein; it being the intention of Grantor and Grantee to expressly revoke, release, negate and exclude all representations and warranties, including, but not limited to, any and all express or implied representations and warranties as to (a) the condition of the Sanitary Sewer Easement Property or any aspect thereof, including, without limitation, any and all express or implied representations and warranties related to merchantability, or fitness for a particular use or purpose; (b) the soil conditions, drainage, topographical features, or other conditions of the Sanitary Sewer Easement Property or which affect the Sanitary Sewer Easement Property; (c) any features or conditions at or which affect the Sanitary Sewer Easement Property with respect to any particular purpose, use, development potential, or otherwise; (d) the area, size, shape, configuration, location, capacity, quantity, quality, value, condition, or amount of the Sanitary Sewer Easement Property; (f) all express or implied representations or warranties created by any affirmation of fact or promise or by any description of the Sanitary Sewer Easement Property; (g) any environmental, geological, or other condition or hazard or the absence thereof heretofore, now, or hereafter affecting in any manner any of the Sanitary Sewer Easement Property; and (h) all other express or implied warranties and representations by Grantor whatsoever, except solely the limited special warranty of title and other representations expressly set forth herein.

T. Operation. Grantee shall not commit waste of the Sanitary Sewer Easement Property. Grantee agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations

and safety standards in connection with the stormwater flowing into the Sanitary Sewer Easement Property. All persons entering upon the Sanitary Sewer Easement Property under this grant shall confine themselves to the operations and purposes contemplated herein, and no trespassing or other uses shall be permitted by Grantee, its employees, agents or contractors. Except as otherwise specifically set forth herein, Grantee shall have no right to go or travel upon, over or across property owned by Grantor adjacent to the Sanitary Sewer Easement Property. Nothing contained herein shall grant or be construed to grant to Grantee the right (i) to use the Sanitary Sewer Easement Property for any purpose other than for the purposes set forth herein or (ii) to change the dimensions or location of the Sanitary Sewer Easement Property.

U. Assignment. Grantee shall have the right to assign this Agreement, in whole or in part, to the City of Boerne. Grantor shall be notified upon the assignment of said easement and facilities in this Agreement within (90) ninety days of assignment.

**GRANTOR:**

BOARD OF TRUSTEES OF THE  
BOERNE INDEPENDENT SCHOOL DISTRICT,  
an independent school district and political subdivision  
of the State of Texas

---

By: Kristi Schmidt, President

THE STATE OF TEXAS     §  
                                      §     ACKNOWLEDGMENT  
COUNTY OF KENDALL   §

BEFORE ME, a Notary Public, on this day personally appeared Kristi Schmidt, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Boerne Independent School District; that she is authorized to execute such instrument pursuant to resolution of the Board of Trustees; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

---

Notary Public, State of Texas

ACCEPTED AND AGREED TO  
effective the \_\_\_\_ day of \_\_\_\_\_, 2025

**GRANTEE:**  
KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

\_\_\_\_\_  
By: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF KENDALL   §

          This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_  
of the Kendall County Water Control and Improvement District No.  
2, on behalf of same and in the capacity herein stated.

\_\_\_\_\_  
Notary Public State of Texas

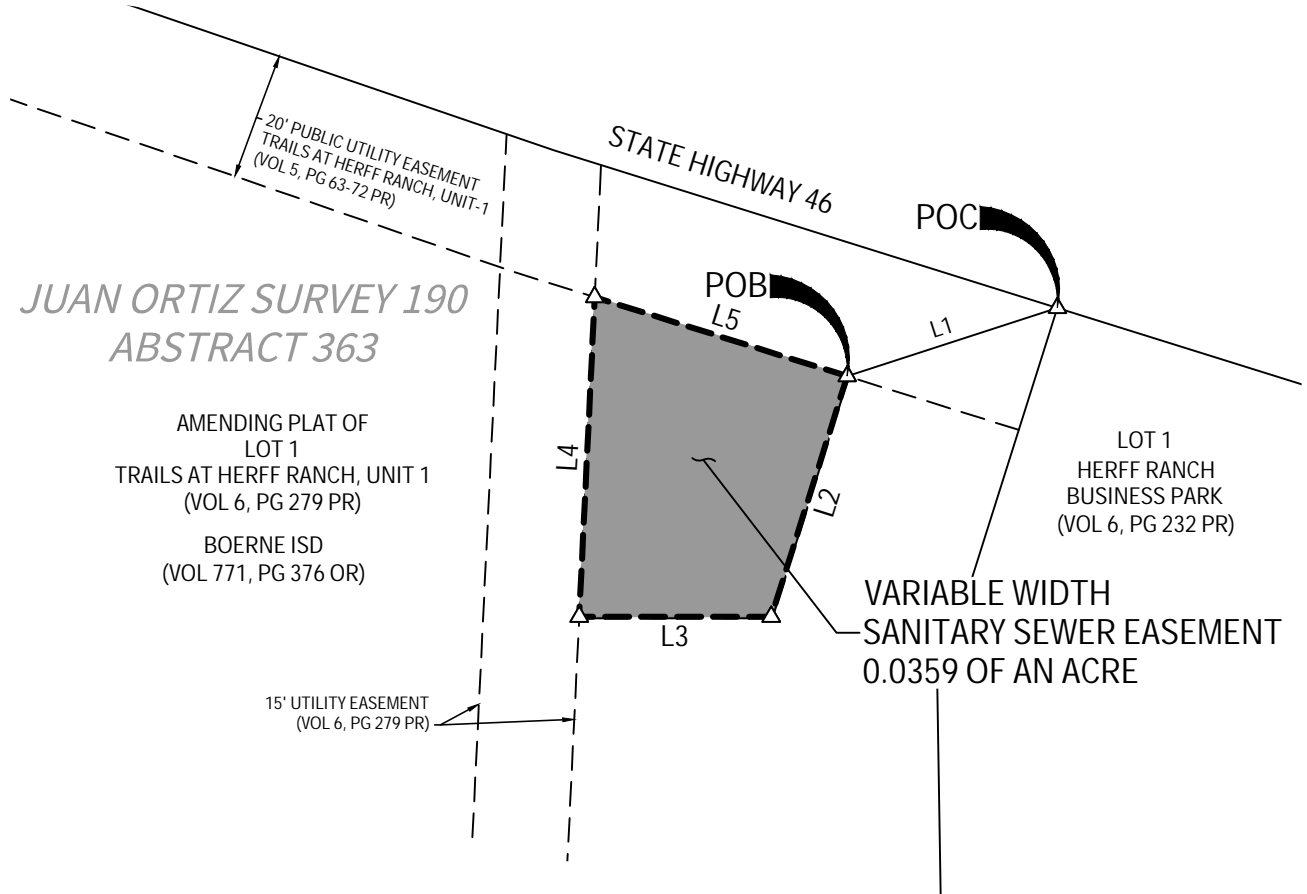
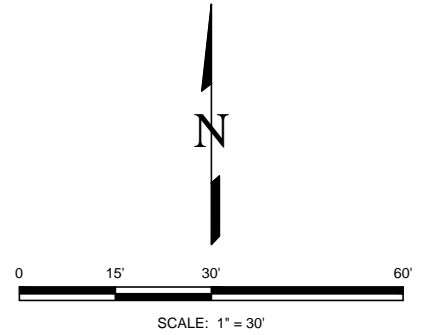


**NOTES:**

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.

**LEGEND**

POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCING  
 PR = PLAT RECORDS OF KENDALL COUNTY, TEXAS  
 VOL = VOLUME  
 PG = PAGE  
 Δ = CALCULATED POINT

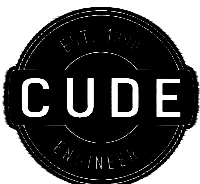


**LINE TABLE**

| LINE NO. | BEARING     | DISTANCE |
|----------|-------------|----------|
| L1       | S71°58'51"W | 34.53'   |
| L2       | S17°32'38"W | 39.42'   |
| L3       | N90°00'00"W | 30.00'   |
| L4       | N02°46'23"E | 50.00'   |
| L5       | S72°37'22"E | 41.35'   |



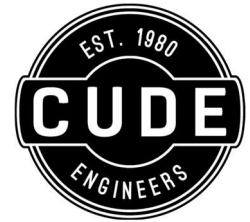
*Chris Walterscheidt*



**CUDE ENGINEERS**  
 4122 POND HILL RD. SUITE 101  
 SAN ANTONIO, TEXAS 78231  
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 WWW.CUDEENGINEERS.COM  
 TBPELS FIRM #10048500  
 TBPE FIRM #455

**EXHIBIT OF**

0.0359 OF AN ACRE  
 VARIABLE WIDTH SANITARY SEWER EASEMENT  
 CITY OF BOERNE, KENDALL COUNTY, TEXAS



**LEGAL DESCRIPTION**  
**0.0359 OF AN ACRE OF LAND**

0.0359 OF AN ACRE OF LAND LOCATED IN THE JUAN ORTIZ SURVEY 190, ABSTRACT 363, KENDALL COUNTY, TEXAS AND BEING OUT OF THE AMENDING PLAT OF LOT 1, TRAILS AT HERFF RANCH, UNIT 1 RECORDED IN VOLUME 6, PAGE 279 OF THE PLAT RECORDS OF KENDALL COUNTY, TEXAS; SAID 0.0359 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING**, AT A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 46, FOR THE NORTHWEST CORNER OF LOT 1 OF HERFF RANCH BUSINESS PARK RECORDED IN VOLUME 6, PAGE 232 OF THE PLAT RECORDS OF KENDALL COUNTY, TEXAS, THE NORTHEAST CORNER OF SAID LOT 1;

**THENCE**, S 71°58'51" W, OVER AND ACROSS SAID LOT 1, A DISTANCE OF 34.53 FEET TO A POINT, FOR THE NORTHEAST CORNER AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

**THENCE**, OVER AND ACROSS SAID LOT 1, THE FOLLOWING TWO (2) COURSES:

S 17°32'38" W, A DISTANCE OF 39.42 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

N 90°00'00" W, A DISTANCE OF 30.00 FEET TO A POINT IN THE EAST LINE OF A 15 FOOT UTILITY EASEMENT AS SHOWN ON SAID AMENDING PLAT OF LOT 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, N 02°46'23" E, ALONG AND WITH SAID EAST LINE OF THE 15' UTILITY EASEMENT, A DISTANCE OF 50.00 FEET TO A POINT IN THE SOUTH LINE OF A 20 FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE TRAILS AT HERFF RANCH, UNIT 1 RECORDED IN VOLUME 5, PAGE 63 OF THE PLAT RECORDS OF KENDALL COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, S 72°37'22" E, ALONG AND WITH SAID SOUTH LINE OF THE 20' PUBLIC UTILITY EASEMENT, A DISTANCE OF 41.35 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.0359 OF AN ACRE OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

*Chris Walterscheidt*

04/02/2025

CHRIS WALTERSCHEIDT  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6180  
CUDE ENGINEERS JOB NO. 03154.015

