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.

PERMANENT DRAINAGE EASEMENT

Grantor: Jeffrey K. Taylor

Grantor's Mailing Address (including county):

501 Adler Street Kendall County Boerne, Texas 78006

Grantee: City of Boerne

Grantee's Mailing Address (including county):

447 N. Main Street Kendall County Boerne, Texas 78006

Property:

All those certain tracts, pieces, or parcels of land, lying and being situated in the County of Kendall, State of Texas, described as being 18.649 acres, more or less, tract of land out of the M. I. Leal Survey No. 180, Abstract No. 298, being portions of Boerne Lots 42, 43, 14 and an unnumbered lot in the City of Boerne (the "Property").

Grant of Easement:

For and in consideration the sum of TEN AND NO/100 DOLLARS (\$10.00), the benefits to be derived herefrom, and other good and valuable consideration, all paid to and received by the undersigned from the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor GRANTS, SELLS, and CONVEYS unto the Grantee an easement and right-of-way over, across, under, and upon the Property (the "Easement") for the following purposes:

Drainage and water diversion, including without limitation, walls, bed, embankments, spillways, appurtenances, and other engineered devices (the "Drainage System").

Said easement being a +/- 0.5095 acre (22,194 square feet) tract of land, described in Exhibit "A" attached hereto and made a part hereof for all purposes. Said easement is conveyed subject to all matters recorded in the Official Public Records of Kendall County, Texas.

Together with the right of ingress and egress over passable areas of the Grantor's adjacent land,

when the delineated entrance point that abuts public right-of-way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, repairing, and removing the Drainage System; the right to change the size of the Drainage System within the Easement; the right to relocate along the same general direction of the Drainage System; the right to create and/or dredge a stream course, refill, or dig out such stream course, establish or change stream embankments within the Easement, install storm sewer systems, culverts, water gaps, and protecting rails; the right to remove from the Easement all trees and parts thereof, or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency of the Drainage System; and the right to place temporary structures for use in constructing or repairing the Drainage System.

With respect to the Drainage System, it is expressly agreed and understood by all parties hereto, that the Grantee intends to improve conditions of water drainage control on the Property for the benefit of the Property, adjacent property, and the community, but the Grantee does not guarantee or warrant that such control work will be effective, nor does the Grantee assume any liability whatsoever for the effects of flood, standing water, or drainage on or to the Property, or any other property or persons that might be affected by said stream, wash, or gully in its natural state or as changed by the Grantee.

TO HAVE AND TO HOLD the above described Easement unto the Grantee, its successors and assigns, until the Easement shall be abandoned by the Grantee, as evidenced by a Certificate of Abandonment executed by the Mayor of the City of Boerne or his designated representative. This Easement is MADE and ACCEPTED subject to the following:

- 1. The Grantor specifically reserves the right to use all or any part of the Easement for any purpose, which does not damage, destroy, injure, and/or unreasonably interfere with the Grantee's use of the Easement.
- 2. The Grantee shall make commercially reasonable efforts to ensure the damage to the Property is minimized and will at all times, after doing any work in connection with the Drainage System, restore the Property to the condition in which the Property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the Grantee's usual and customary practices.
- 3. The Grantee shall make necessary modifications and improvements to conform with the City of Boerne Drainage Policy and Plan at such a time as the said plan and policy are enacted by City Council of the City of Boerne, Texas.
- 4. The Grantee shall install adequate structures to allow the unhindered passage of all storm and drainage flows wherever fences cross the Easement.

Each person signing this Permanent Drainage Easement represents and warrants that he or she is duly authorized and has the legal capacity to enter into and execute this Permanent Drainage Easement. Grantor warrants and represents to Grantee that execution of this Permanent Drainage Easement and the performance of such Grantor's obligations hereunder have been duly authorized and that the Permanent Drainage Easement is valid and legally binding on such Grantor and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, theday of	Grantor has caused this instrument to be executed on this, 2024.
	GRANTOR: By: JEFFREY K. TAYLOR
	ACKNOWLEDGEMENT
THE STATE OF TEXAS COUNTY OF KENDALL	\$ \$ \$
2024, by JEFFREY K. TAYLOF	owledged before me on the day of, R known to me to be the person whose name is subscribed to nowledged to me that he executed the same for the purposes ed.
(seal)	Notary Public Signature

AGREED AND ACCEPTED:	
CITY OF BOERNE, TEXAS,	
a Texas home-rule municipality	
By: Ben Thatcher, City Manager	
ATTEST:	
Lori Carroll, City Secretary	
THE STATE OF TEXAS \$ \$ COUNTY OF KENDALL \$	
This instrument was acknowledged	d before me on
	Notary Public Signature
(seal)	

EXHIBIT "A"



Parcel No. 20005
Permanent Drainage Easement
Page 1 of 3

Metes and Bounds Description of a Permanent Drainage Easement Boerne, Kendall County, Texas

Being a Permanent Drainage Easement containing 0.5095 acres of land situated in the Maria Ibnacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of the remaining portion of a called 18.649 acre tract as described by deed recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set on the south Right-of-Way (R.O.W.) line of Adler Street (variable width R.O.W.) and the north boundary line of said remaining 18.649 acre tract, for the northeast corner of the easement described herein, from which a 1/2-inch iron rod found at the southwest corner of a called 0.056 acre tract conveyed to the City of Boerne as described by deed recorded in Volume 1177, Page 303, Official Public Records of Kendall County, Texas, being the northwest corner of the remaining portion of a called 0.847 acre tract as described by deed recorded in Volume 657, Page 979, Official Public Records of Kendall County, Texas, and the northeast corner of the said remaining 18.649 acre tract, bears S 89°43'04" E, a distance of 152.92 feet;

THENCE over and across said remaining 18.649 acre tract the following courses and distances:

S 00°21′31″ W, a distance of 14.90 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an exterior corner of the easement described herein;

N 89°34′31″ W, a distance of 23.65 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

S 21°55′17" W, a distance of 82.34 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

S 40°10′39″ E, a distance of 101.27 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

S 00°00′00″ E, a distance of 124.03 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for the southeast corner of the easement described herein;

N 90°00′00″ W, a distance of 39.80 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for the southwest corner of the easement described herien;

N 00°00′00″ E, a distance of 62.18 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

N 40°02′07" W, a distance of 155.08 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

N 00°21′31″ E, a distance of 112.23 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set on the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, for the northwest corner of the easement described herein;

EXHIBIT "A"

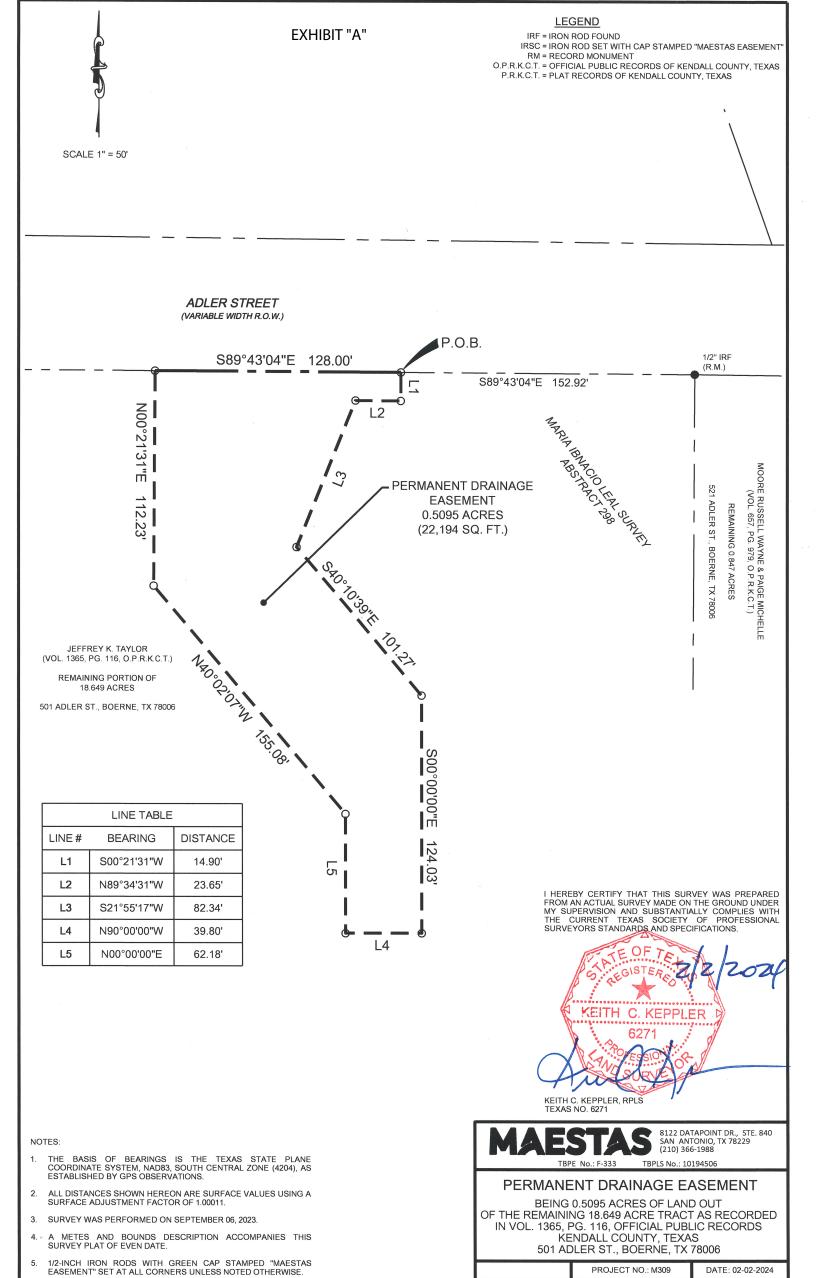
THENCE

S 89°43′04″ E, coincident with the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, a distance of 128.00 feet to the POINT OF BEGINNING and containing 0.5095 acres, or 22,194 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

Keith C. Keppler Registered Professional Land Surveyor Texas No. 6271



PROJECT NO.: M309

CHECKED BY: KCK

DRAWN BY: KCK

DATE: 02-02-2024

SHEET NO.: 3 OF 3

Agreement for Temporary Construction Easement

Jeffrey K. Taylor
501 Adler Road Boerne, Kendall County, Texas 78006

Grantee: City of Boerne, Texas, a home-rule municipality

Grantee's Mailing Address: 447 N. Main Street

Boerne, Kendall County, Texas 78006

Easement Property: Being a +/- 0.0806-acre temporary construction easement and a +/- 0.0530-acre temporary construction easement and being more particularly depicted and described by metes and bounds in Exhibit "B" attached to this Temporary Construction Easement Agreement and by this reference incorporated in it.

Easement Purpose: The purpose of this easement is to provide Grantee, its employees, representatives, and contractors reasonable pedestrian and vehicular ingress and egress across the Easement Property to perform the installation and construction of certain water line, drainage, and/or roadway and pedestrian improvements and related facilities (collectively, the "Facilities") within the area depicted and described by metes and bounds in Exhibit "B".

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

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 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 successors and assigns for the duration set forth below. 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 successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, when the claim is by, through or under Grantor but not otherwise and except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

- 1. *Character of Easement*. The Easement is nonexclusive and irrevocable.
- 2. Duration of Easement. The duration of the Easement is temporary. The Easement shall expire and revert to Grantor upon the earlier of (a) the completion of all phases of the City's planned construction of the Facilities or (b) twenty-four (24) months from the date construction begins on the Facilities (the "Construction Start Date").
- 3. Reservation of Rights. City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.
- 4. *Binding Effect*. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
- 5. Choice of Law. This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
- 6. *Counterparts*. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 7. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- 8. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
- 9. *Integration*. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
- 10. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more reless favorably between the parties by reason of authorship or origin of language.

11. <i>Recitals</i> . Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.			
12. <i>Time</i> . Time is	of the essence.		
	Signatures to follow.		
	GRANTOR:		
	By:		
STATE OF TEXAS	§		
COUNTY OF KENDALL	§		
This instrument was acknowledged before me on the day of, 2024, by JEFFREY K. TAYLOR 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.			
(seal)	Notary Public Signature		

GRANTEE:		
CITY OF BOERNE, TEXAS		
By: Ben Thatcher, City Manag		
ATTEST:		
By: Lori Carroll, City Secretary		
STATE OFTEXAS §		
COUNTY OF KENDALL §		
This instrument was acknow Thatcher , City Manager of the of said municipality.	ed before me on of Boerne, Texas, a Texas home-rule mur	, 2024, by Ben nicipality, on behalf
(seal)	Notary Public Signature	



Parcel No. 20005 Temporary Construction Easements Page 1 of 3

Metes and Bounds Description Temporary Construction Easements No. 1 & 2 Boerne, Kendall County, Texas

Being two Temporary Construction Easements, hereafter referred to Temporary Construction Easement No. 1 and Temporary Construction Easement No. 2, containing 0.0806 and 0.0530 acres respectively, for a total of 0.1336 acres, or 5,820 square feet, of land situated in the Maria Ibnacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of the remaining portion of a called 18.649 acre tract as described by deed recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT NO. 1

BEGINNING at a point on the south Right-of-Way (R.O.W.) line of Adler Street (variable width R.O.W.), being the northeast corner of Lot 1, Meadowbrook Estates Subdivision, as recorded in Volume 4, Pages 12-13, Deed and Plat Records of Kendall County, Texas, and the northwest corner of the remaining portion of a called 18.649 acre tract as described by deed recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas, for the northwest corner of the easement described herein, from which a 1/2-inch iron rod found at the northwest corner of a 0.205 acre tract dedicated to the City of Boerne as described by deed recorded in Volume 1178, Page 320, Official Public Records of Kendall County, Texas, bears N 02°13′16″ W, a distance of 15.79 feet;

THENCE

S 89°43′04″ E, coincident with the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, a distance of 313.67 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set at the northwest corner of a proposed permanent drainage easement, surveyed this same date, for the northeast corner of the easement described herein;

THENCE

over and across said remaining 18.649 acre tract the following courses and distances:

S 00°21′31" W, coincident with the west line of said permanent drainage easement, a distance of 11.59 feet to the southeast corner of the easement described herein;

N 89°34′31″ W, a distance of 313.66 feet to a point on the east boundary line of said Lot 1 and the west boundary line of said remaining 18.649 acre tract, for the southwest corner of the easement described herein;

N 00°17′19″ E, coincident with a east boundary line of said Lot 1 and the west boundary line of said remaining 18.649 acre tract, a distance of 10.81 feet the POINT OF BEGINNING and containing 0.0806 acres, or 3,511 square feet, of land.

TEMPORARY CONSTRUCTION EASEMENT NO. 2

BEGINNING at a 1/2-inch iron rod found on the south R.O.W. line of Adler Street, being the southwest corner of a called 0.056 acre tract conveyed to the City of Boerne as described by deed recorded in Volume 1177, Page 303, Official Public Records of Kendall County, Texas, and the northwest corner of the remaining portion of a called 0.847 acre tract as described by deed recorded in Volume 657, Page 979, Official Public Records of Kendall County, Texas, for the northeast corner of easement described herein;

THENCE

S 00°17′42″ W, coincident with the west boundary line of said remaining 0.847 acre tract and the east boundary line of said remaining 18.649 acre tract, a distance of 15.28 feet to the southeast corner of the easement described herein;

THENCE

over and across said remaining 18.649 acre tract the following courses and distances:

N 89°34′31″ W, a distance of 152.93 feet to a point on the east line of said proposed permanent drainage easement, for the southwest corner of the easement described herein;

N 00°21′31″ E, coincident with the east line of said permanent drainage easement, a distance of 14.90 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set on the south R.O.W. line Adler Street and the north boundary line of said remaining 18.649 acre tract, being the northeast corner of said permanent drainage easement, for the northwest corner of the easement described herein;

THENCE

S 89°43′04″ E, coincident with the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, a distance of 152.92 feet to the POINT OF BEGINNING and containing 0.0530 acres, or 2,309 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

Keith C. Keppler Registered Professional Land Surveyor Texas No. 6271

