

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 EASEMENT
FOR UTILITIES**

Grantor: Seth Fritcher

Grantor's Mailing Address (including county):

266 Fabra Street
Kendall County
Boerne, Texas 78006

Grantee: City of Boerne, A Municipal Corporation,
of Kendall County, Texas

Grantee's Mailing Address (including county):

Post Office Box 1677,
Boerne, Kendall County, Texas

Property:

All those certain tracts, pieces, or parcels of land, lying and being situated in the County of Kendall, State of Texas, described as a 15.00-acre tract conveyed to Seth Fritcher by deed recorded in Document No. 2021-354688, Official Records, Kendall County, Texas (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, and upon the Property (the "Easement") for the following purposes.

Utilities, including, without limitation, electric, telephone and cable television, with all necessary and/or desirable lines, laterals and/or appurtenances thereto (the "Utilities").

Said Easement being a variable width utility easement containing 0.088 acres of land described in Exhibits "A" and "B" attached hereto and made a part hereof for all purposes.

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 Utilities; the right to place new or additional Utilities in the Easement and to change the size of the Utilities within the Easement; the right to relocate along the same general direction of the Utilities; 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 Utilities;

and the right to place temporary structures for use in constructing or repairing the Utilities.

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 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. However, the easement shall be kept clear of all structures, trees, large plants and other improvements.
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 Utilities, 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 install double swing gates with a minimum clear opening of twelve (12) feet wide wherever fences cross the Easement.

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 13th day of June, 2023A.D.

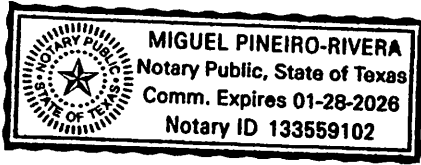
Grantor: Seth Fritcher
By: 
Title: Owner

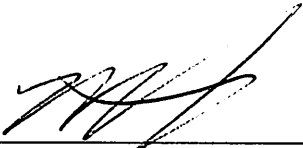
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 13 day of June, 2023A.D., by
Miguel Pineiro-Rivera

(Seal)





Notary Public in and For
The State of Texas
My Commission Expires: 1/28/2026
Printed Name of Notary:
Miguel Pineiro-Rivera

EXHIBIT A

Donnie Boerner Surveying Company L.P.
228 Holiday Road ♦ Comfort, Texas 78013
Phone: 830-377-2492
FIRM NO. 10193963

Field Notes for a Variable Width Utility Easement Containing 0.088 Acres of Land

Being a variable width utility easement containing 0.088 acres of land out of the Antonio Lockmar Survey No. 177, Abstract No. 311, Kendall County, Texas and being part of that certain 15.00 acre tract conveyed to SETH FRITCHER by deed recorded in Document No. 2021-354688, Official Records, Kendall County, Texas, said 0.088 acre tract being more particularly described by metes and bounds as follows:

Commencing at a point in the northwest line of the above referenced 15.00 acre tract and also being the northwest corner of that certain 15' wide utility easement recorded in Volume 922, Pages 429-433, Official Records, Kendall County, Texas, said point bears, South 79 degrees 59 minutes 08 seconds West, a distance of 338.65 feet from a steel rod found with an orange "MDS SURVEY" plastic cap at the northeast corner of said 15.00 acre tract, said point also bears, North 79 degrees 59 minutes 08 seconds East, a distance of 879.77 feet from a ½" steel rod found;

Thence, departing the northwest line of said 15.00 acre tract, with the southwest line of said 15' wide utility easement, South 10 degrees 00 minutes 52 seconds East, a distance of 7.32 feet to the **Place of Beginning** at the northwest corner of the herein described easement;

Thence, continuing with the southwest line of said 15' wide utility easement, South 10 degrees 00 minutes 52 seconds East, a distance of 7.68 feet to a point at the southwest corner of said 15' wide utility easement;

Thence, with the southeast line of said 15' wide utility easement, North 79 degrees 59 minutes 08 seconds East, a distance of 53.02 feet to a point for the northeast corner of the herein described easement;

Thence, departing the southeast line of said 15' wide utility easement, the following seven (7) courses and distances,

- 1) South 10 degrees 00 minutes 52 seconds East, a distance of 6.00 feet to a point for corner,
- 2) South 79 degrees 59 minutes 08 seconds West, a distance of 46.15 feet to a point for angle,
- 3) South 41 degrees 53 minutes 33 seconds West, a distance of 49.80 feet to a point for angle,
- 4) South 27 degrees 48 minutes 32 seconds West, a distance of 82.59 feet to a point for angle,
- 5) South 17 degrees 23 minutes 56 seconds West, a distance of 59.56 feet to a point for angle,
- 6) South 07 degrees 57 minutes 44 seconds East, a distance of 20.06 feet to a point for angle,
- 7) and, South 41 degrees 49 minutes 30 seconds East, a distance of 8.01 feet to a point for the southeast corner of the herein described easement;

Thence, South 48 degrees 10 minutes 30 seconds West, a distance of 20.25 feet to a point for the southwest corner of the herein described easement;

Thence, the following six (6) courses and distances,

- 1) North 41 degrees 49 minutes 30 seconds West, a distance of 15.00 feet to a point for corner,
- 2) North 48 degrees 10 minutes 30 seconds East, a distance of 6.88 feet to a point for corner,
- 3) North 07 degrees 57 minutes 44 seconds West, a distance of 25.09 feet to a point for angle,
- 4) North 17 degrees 23 minutes 56 seconds East, a distance of 64.30 feet to a point for angle,
- 5) North 27 degrees 48 minutes 32 seconds East, a distance of 85.81 feet to a point for angle,
- 6) and, North 41 degrees 53 minutes 33 seconds East, a distance of 54.69 feet to the **Place of Beginning** and containing 0.088 acres of land.

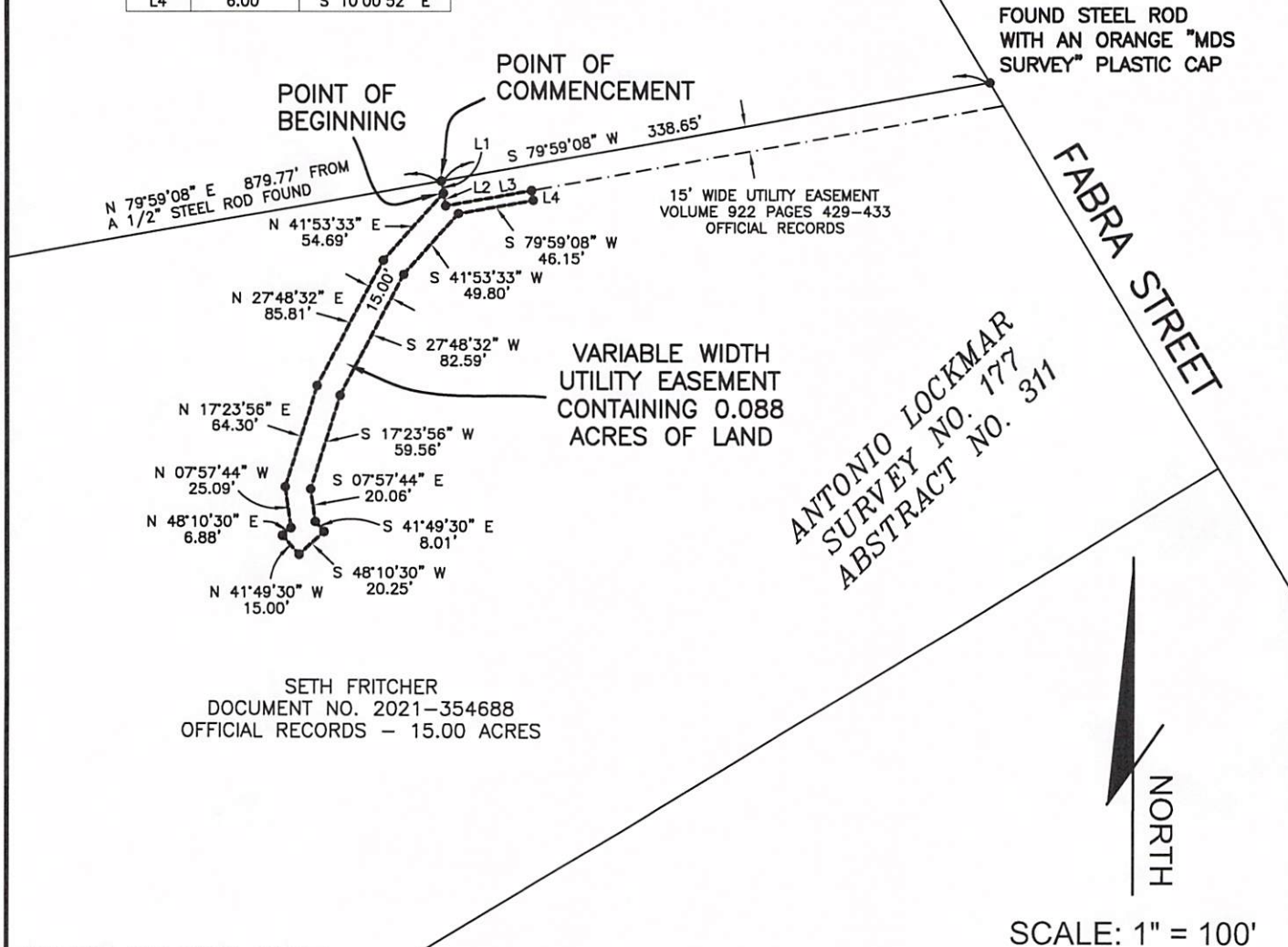
Note: A survey plat of the above described easement was prepared. Basis of bearing was established deed recorded in Document No. 2021-354688, Official Records, Kendall County, Texas.



Donald Dean Boerner
Registered Professional Land Surveyor No. 5207

EXHIBIT B

LINE	DISTANCE	BEARING
L1	7.32'	S 10°00'52" E
L2	7.68'	S 10°00'52" E
L3	53.02'	N 79°59'08" E
L4	6.00'	S 10°00'52" E



SETH FRITCHER
DOCUMENT NO. 2021-354688
OFFICIAL RECORDS - 15.00 ACRES

ANTONIO LOCKMAR
SURVEY NO. 177
ABSTRACT NO. 311



SCALE: 1" = 100'

ADDRESS: 266 FABRA STREET

GENERAL NOTES:

- 1) BASIS OF BEARING WAS ESTABLISHED FROM DEED RECORDED IN DOCUMENT NO. 2021-354688, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.
- 2) A FIELD NOTE DESCRIPTION WAS PREPARED FOR THIS EASEMENT.
- 3) CORNERS OF THE UTILITY EASEMENT ARE A POINT.

PLAT SHOWING: A variable width utility easement containing 0.088 acres of land out of the Antonio Lockmar Survey No. 177, Abstract No. 311, Kendall County, Texas and being part of that certain 15.00 acre tract conveyed to SETH FRITCHER by deed recorded in Document No. 2021-354688, Official Records, Kendall County, Texas.

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Donald Dean Boerner
DONALD DEAN BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5207



VG-186-2023-381048

Kendall County
Denise Maxwell
Kendall County Clerk

Instrument Number: 381048

Real Property Recordings

Recorded On: June 22, 2023 10:38 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 381048
Receipt Number: 20230622000016
Recorded Date/Time: June 22, 2023 10:38 AM
User: Grace O
Station: cclerk07

Record and Return To:

City of Boerne



STATE OF TEXAS

Kendall County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Kendall County, Texas

Denise Maxwell
Kendall County Clerk
Kendall County, TX