

EASEMENT NOTES

All properties designated as easements shall or may be utilized for the following purposes:

DRAINAGE EASEMENT:

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

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 intention is to improve conditions of sanitation and water drainage control on the Property for the benefit of the Property, adjacent property, and the community, but the City does not guarantee or warrant that such control work will be effective, nor does the City assume any additional 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 City.

- 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.
- 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.
- 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.

UTILITY EASEMENT:

Utilities, including, without limitation, sewer, water, gas, electricity, telephone, and cable television, with all necessary and/or desirable lines, laterals and/or appurtenances thereto (the "Utilities") 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 or operation of the Utilities; and the right to place temporary structures for use in constructing or repairing the Utilities.

- The property owner retains 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 use of the easement. However, the easement shall be kept clear of all structures or other improvements.
- The City shall make commercially reasonable efforts to ensure that damage to the property is minimized and the City 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 City's usual and customary practices.

PLAT NOTES:

FENCE NOTES:

GATES ACROSS EASEMENT: Double swing gates with a minimum clear opening of 12 feet wide shall be installed wherever fences cross Utility and Drainage Easements.

OBSTRUCTIONS OF DRAINAGE: Adequate structures shall be provided to allow the unhindered passage of all storm and drainage flows wherever fences cross drainage easements.

LANDSCAPE NOTE:

Residential lots in excess of 12,500 square feet shall only irrigate the area that lies within 75 feet of the main residence. Turf grasses shall be limited to Zoysia, Buffalo or Bermuda grasses or other grasses approved by the City Manager or his or her designated representative. (Ord. No. 2004-20). Xeriscaping is permitted as described in the City of Boerne Zoning Ordinance, Article 3, Section 3.07.003D.

IMPACT FEE ASSESSMENT:

Assessment and collection of the City of Boerne Water and Wastewater Utilities' capital recovery fees shall be the amount per lot as set forth in City Ordinance No. 2014-01, Section 1.10.(5)

LARGE LEGACY TREE:

There is no large Legacy Trees, as defined in subsection 2.02.002, on this plat.

SIDEWALK NOTES:

At such time as a lot is developed, a five-foot wide reinforced concrete sidewalks shall be installed adjacent to all property lines of each lot where the lot abuts public or private street.

GENERAL NOTES:

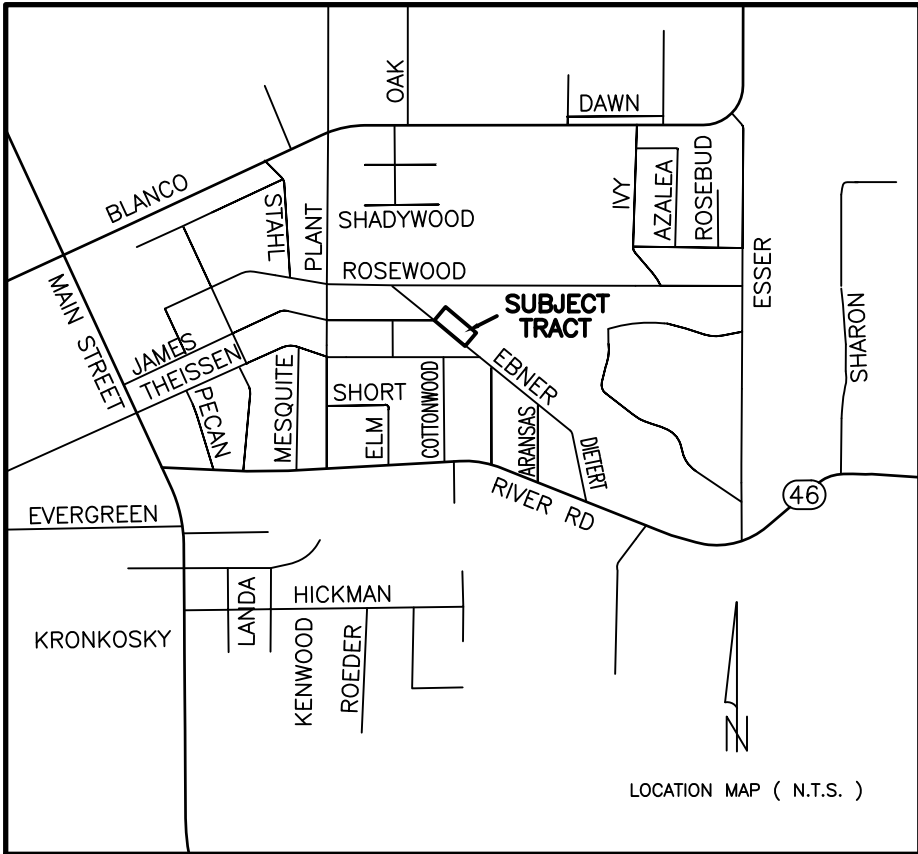
- This development is not located within a drainage basin which is upstream from a City water supply lake.
- Setbacks are regulated by the City of Boerne Zoning Ordinance in effect at the time of development.
- The total acreage of open space required by the City's Subdivision Ordinance is \_\_\_\_\_.
- This lot is not located within the Special Flood Hazard Area according to Federal Insurance Rate Map: # 48259C0415 F dated December 17, 2010.
- Basis of bearing was established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone.

DEVELOPMENT PLAT FOR:  
BOERNE STATION BUSINESS PARK

Creating Lot 1, being a 1.208 acre tract out of the M.I. Leal Survey No. 180, Abstract No. 298, Kendall County, Texas and being that certain 1.200 acre tract conveyed to Robert S. Thornton, L.P., a Texas Limited Partnership, dba, Great Homes by deed recorded in Volume 1547, Pages 684-688, Official Records, Kendall County, Texas.

ADDRESS:  
--- EBNR STREET

OWNER:  
ROBERT S. THORNTON, L.P.,  
A TEXAS LIMITED PARTNERSHIP, dba GREAT HOMES  
616 E. BLANCO SUITE 300A  
BOERNE, TEXAS 78006



LOCATION MAP

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

FIRM NO. 10193963

JOB NO. 17-206

DATE 07-11-2018

STATE OF TEXAS  
COUNTY OF KENDALL

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ROBERT S. THORNTON, L.P.,  
A TEXAS LIMITED PARTNERSHIP, dba GREAT HOMES  
616 E. BLANCO SUITE 300A  
BOERNE, TEXAS 78006

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT S. THORNTON, KNOWN TO ME TO BE THE PERSON WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

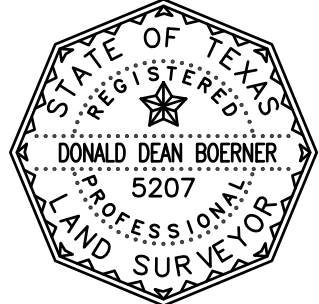
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2018.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

SURVEYORS CERTIFICATE:

STATE OF TEXAS  
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.



REGISTERED PROFESSIONAL LAND SURVEYOR #5207  
DONALD DEAN BOERNER  
DONNIE BOERNER SURVEYING COMPANY  
228 HOLIDAY ROAD  
COMFORT, TEXAS 78013

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2018.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

ENGINEER'S CERTIFICATE:

STATE OF TEXAS  
COUNTY OF KENDALL

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOERNE.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2018.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF KENDALL

I, \_\_\_\_\_ COUNTY CLERK OF SAID COUNTY, DO HEREBY

CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE \_\_\_\_ DAY OF \_\_\_\_\_,

A.D., 2018 AT \_\_\_\_\_, \_\_\_\_\_, IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK

VOLUME \_\_\_\_\_, ON PAGES \_\_\_\_\_. IN TESTIMONY WHEREOF, WITNESS BY HAND AND OFFICIAL

SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2018.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME \_\_\_\_\_ PAGES \_\_\_\_\_, KENDALL

COUNTY OFFICIAL RECORDS.

IN TESTIMONY WHEREOF, WITNESS BY HAND AND OFFICIAL SEAL OF OFFICE,

THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2018.

COUNTY CLERK, KENDALL COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

