

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.

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GUADALUPE §

THAT CIBOLO VALLEY BAPTIST CHURCH, a _____
_____ (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the benefits which will accrue to the Grantor and to the public generally, and other good and valuable consideration to the Grantor paid by the **CITY OF SCHERTZ**, a Texas municipal corporation (the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, and CONVEYED** and by these presents does **GRANT, SELL, and CONVEY** unto the Grantee, its successors and assigns, subject to the terms hereof, a permanent easement and right-of-way upon, across, and beneath real property located in Guadalupe County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement"), and being a 0.376-acre portion of that tract of land of the Grantor more particularly described as being a portion of LOT 1, CIBOLO VALLEY BAPTIST CHURCH, as platted in Volume 7, Page 253, Map and Plat Records of Guadalupe County, Texas, being the same as a called 10.00 acre tract described in a deed to the Cibolo Valley Baptist Church, recorded in Volume 754, Page 805, of the Official Public Records of Guadalupe County, Texas (the "Premises"). The Easement is granted for the purpose of constructing, operating, maintaining, and repairing a trail (the "Trail"), together with free and unrestricted public pedestrian ingress and egress in, upon, and over the Easement.

The Easement herein granted is subject to the following terms, agreements, reservations, conditions, covenants, limitations, and exceptions:

- (1) The Easement herein granted shall be located across a 30-foot width strip of land per the attached Exhibit A and shall be perpetual until the earlier to occur of (a) the permanent and affirmative abandonment of the use of the Easement by the Grantee, its successors or assigns, or (b) the execution and recordation in the Official Public Records of Guadalupe County, Texas, of an instrument by which the Grantee, or its successors or assigns, as applicable, abandons and releases the Easement.
- (2) Neither the Grantor nor any successor owner of the Premises shall disturb, or otherwise interfere with the continued use of the Trail, nor shall any such persons erect or permit the erection of any buildings, slabs, structures, or other improvement within the boundaries of the Easement, or which would otherwise interfere with the Trail's continued use and maintenance. With respect to any buildings, slabs, structures, or other improvements encroaching on the Easement

as of the date of this Agreement, the Grantee shall have the right to remove such building, slab, structure, or improvement to allow for the construction, operation, maintenance, or repair of the Trail. To the extent that construction of the Trail results in the removal of brush from the Easement, the Grantee shall arrange for the disposal of the brush at the Grantee's sole cost and expense. Grantor shall remain responsible for the maintenance of the unimproved portions of the Easement. Should Grantor fail to maintain the easement, Grantee shall have the right to do so if in the Grantee's sole judgement, the maintenance is required to safely use the Trail.

- (3) The Easement herein granted shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors, assigns, and legal representatives, and shall be binding upon all parties having or acquiring any right, title or interest in the Premises or any portion thereof.
- (4) Should it become necessary at any time subsequent to completion to the construction of the Trail for the Grantee to enter the Grantor's Premises for the purpose of maintaining, repairing, operation, or altering the Trail in any way, the Grantee shall, after each entry upon the Premises, leave the Premises substantially in the same condition that it was in prior to such entry to the full extent reasonably practicable. If any repair or replacement activities become necessary as a result of the acts, omissions, or negligence of the owner or owners of the Premises or any of their tenants, or any of such persons' respective agents, employees, licensees, or invitees, then such owner or owners shall be responsible for promptly performing, at their sole cost and expenses, all necessary repairs, and, if they fail to do so, the Grantee (or its successors or assigns, as applicable) shall be entitled to do so and to recover all reasonable costs therefore from the owner or owners (jointly and severally) of the Premises.
- (5) The Easement is further made subject to all validly existing easements, rights-of-way, conditions, restrictions, covenants, or outstanding mineral or royalty interests or reservations, of record, if any, in Guadalupe County, Texas as of the date hereof.
- (6) The Grantee may exercise its rights hereunder directly by its employees or by its contractors or any duly authorized agent.
- (7) Grantor further grants Grantee, during the initial construction of the trail, the temporary right to use a temporary work area ("Construction Easement") across, along, under, over, upon, and through that certain tract of land located adjacent to the Easement, as more particularly described in Exhibit "B" attached hereto.

TO HAVE AND TO HOLD said Easement together with all and singular the rights and appurtenances thereto anyway belonging unto the Grantee, its successors and assigns; and the Grantor does hereby bind itself, its successors and assigns, to specifically warrant and forever defend the Easement unto the Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, but not otherwise, subject, however, to the matters set forth herein.

Executed to be effective as of _____, 2021 (the "Effective Date").

[signatures and acknowledgements on the following pages]

This instrument has been executed as of the dates of the acknowledgments to be effective as of the Effective Date.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____,
2021 by _____, as _____ of
_____, on behalf of such _____.

(SEAL)

Notary Public in and for
The State of _____

My Commission Expires: _____

GRANTEE:

CITY OF SCHERTZ

Mark Browne
City Manager, City of Schertz

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Mark Browne, as City Manager of the City of Schertz, on behalf of such City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT A
Trail Easement



FORD ENGINEERING, INC

Date: June 7, 2021
Project No: 1124.9410

FIELD NOTES DESCRIPTION 30 FOOT WIDE TRAIL EASEMENT 0.376 Acre Tract

An 0.376 of an acre tract of land, for a 30 foot wide trail easement, situated in the Rafael Garza Survey, Abstract No. 138, City of Schertz, Guadalupe County, Texas, being a portion of LOT 1, CIBOLO VALLEY BAPTIST CHURCH, as platted in Volume 7, Page 253, Map and Plat Records of Guadalupe County, Texas, being the same as a called 10.00 acre tract described in a deed to the Cibolo Valley Baptist Church, recorded in Volume 754, Page 805, Deed Records of Guadalupe County, Texas; said 0.376 acre tract being more particularly described as follows:

BEGINNING at a point in the northeast line of LOT 1, of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103 (80' ROW), at the north corner of a Comal County Power 100 foot wide electric easement, recorded in Volume 1452, Page 298, Deed Records of Guadalupe County, Texas, for the north corner hereof, from which a 1/2 inch iron rod set, with a plastic cap marked "FORD ENG INC", at the north corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 482.65 feet;

THENCE South 30° 34' 55" East (record South 30° 38' 24" East) along the northeast line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103, a distance of **30.18 feet** to point for the east corner hereof, from which a 1/2 inch iron rod set at the east corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 288.29 feet;

THENCE leaving the northeast boundary line and crossing through LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, **South 53° 05' 01" West**, a distance of **546.12 feet** to a point in the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the northeast line of the 100 foot wide electric easement as shown in RIATA, UNIT 3B, as platted in Volume 7, Page 309, Map and Plat Records of Guadalupe County, Texas, for the south corner hereof, from which a 1/2 inch iron rod found at the south corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears South 30° 41' 42" East (record South 30° 45' 11" East), a distance of 2288.84 feet;

THENCE North 30° 41' 42" West, (record North 30° 45' 11" West) along the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the northeast line of the 100 foot wide electric easement in RIATA, UNIT 3B, a distance of **30.18 feet** to a 1/2



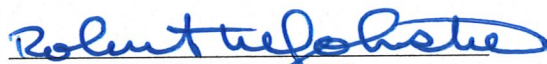
FORD ENGINEERING, INC

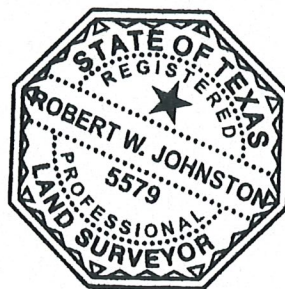
inch iron rod found at the east corner of LOT 57, of said RIATA, UNIT 3B, for the west corner hereof, from which a 1/2 inch iron rod found at the west corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 41' 42" West (record North 30° 45' 11" West) a distance of 543.50 feet;

THENCE leaving the southwest line and crossing through LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, along the northwest line of the 100 foot wide electric easement, **North 53° 05' 01" East**, a distance of **546.17 feet** to a point in the northeast line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103, at the north corner of the 100 foot wide electric easement, for the north corner hereof, from which a 1/2 inch iron rod found at the north corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 482.65 feet to the **POINT OF BEGINNING** and containing 0.376 acres of land.

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93.

Corresponding plat prepared. 1124.9410.dwg


Robert W. Johnston, RRLS
Registered Professional Land Surveyor
License No. 5579



NOTES:

- ⊙ ALL SET PINS ARE 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "FORD ENG. INC."
- ⊙ FOUND PINS ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

ORRPGCT = OFFICIAL RECORDS, OF REAL PROPERTY GUADALUPE COUNTY, TEXAS.

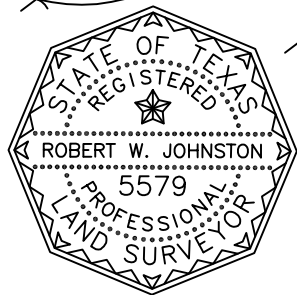
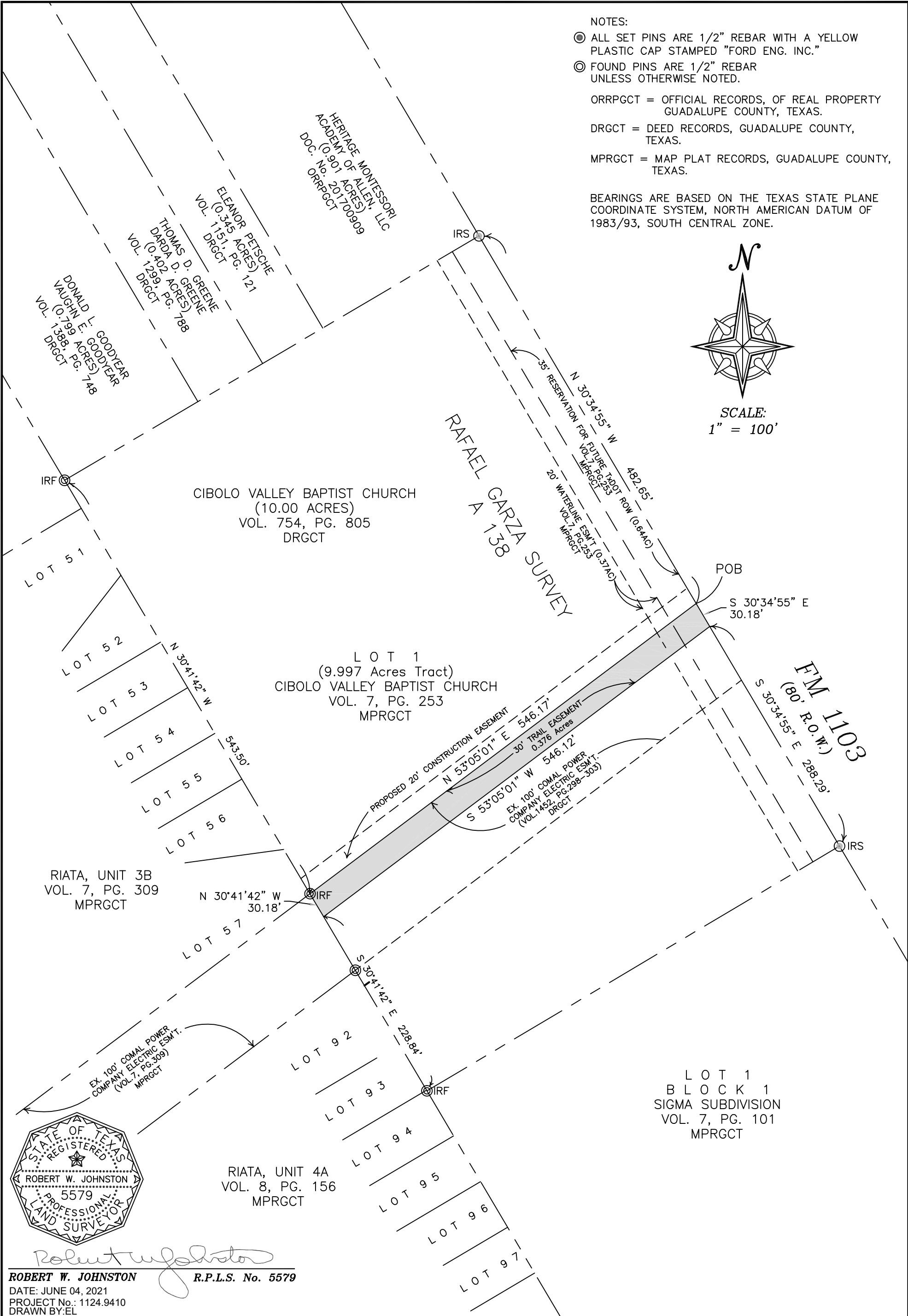
DRGCT = DEED RECORDS, GUADALUPE COUNTY, TEXAS.

MPRGCT = MAP PLAT RECORDS, GUADALUPE COUNTY, TEXAS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/93, SOUTH CENTRAL ZONE.



SCALE:
1" = 100'



Robert W. Johnston
ROBERT W. JOHNSTON R.P.L.S. No. 5579
 DATE: JUNE 04, 2021
 PROJECT No.: 1124.9410
 DRAWN BY: EL

PLAT SHOWING: 30' TRAIL EASEMENT, BEING OUT OF LOT 1, CIBOLO VALLEY BAPTIST CHURCH PLAT, RECORDED IN VOLUME 7, PAGE 253, MAP AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS



FORD ENGINEERING INC.

ENGINEERING * SURVEYING * PLANNING
 10927 WYE DRIVE, STE 104, SAN ANTONIO, TEXAS 78217
 P.(210) 590-4777 * F.(210-590-4940)
 TBPE No. F-1162 * WWW.FORDENGINEERING.COM * TBPLS No. 10018400

EXHIBIT B

Construction Easement



FORD ENGINEERING, INC

Date: June 7, 2021
Project No: 1124.9410

FIELD NOTES DESCRIPTION 20 FOOT WIDE CONSTRUCTION EASEMENT 0.251 Acre Tract

An 0.251 of an acre tract of land, for a 20 foot wide construction easement, situated in the Rafael Garza Survey, Abstract No. 138, City of Schertz, Guadalupe County, Texas, being a portion of LOT 1, CIBOLO VALLEY BAPTIST CHURCH, as platted in Volume 7, Page 253, Map and Plat Records of Guadalupe County, Texas, being the same as a the called 10.00 acre tract described in a deed to the Cibolo Valley Baptist Church, recorded in Volume 754, Page 805, Deed Records of Guadalupe County, Texas; said 0.251 acre tract being more particularly described as follows:

BEGINNING at a point in the northeast line of LOT 1, of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103 (80' ROW), for the east corner hereof, from which a 1/2 inch iron rod set, with a plastic cap marked "FORD ENG INC", at the east corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 462.53 feet;

THENCE South 30° 34' 55" East (record South 30° 38' 24" East) along the northeast line of LOT1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103, a distance of **20.12 feet** to a point at the north corner of a 100 foot wide Comal County Power Company, recorded in Volume 1452, Page 298, Deed Records of Guadalupe County, Texas, for the east corner hereof, from which a 1/2 inch iron rod found at the east corner of LOT1 of said CIBOLO VALLEY BAPTIST CHURCH, bears South 30° 41' 42" East (record South 30° 45' 11" East) a distance of 318.47 feet;

THENCE leaving the northeast boundary line and crossing through LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, **South 53° 05' 00" West**, a distance of **546.05 feet** to a 1/2 inch iron rod found a in the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the east corner of LOT 57, RIATA, UNIT 3B, as platted in Volume 7, Page 309, Map and Plat Records of Guadalupe County, Texas, for the south corner hereof, from which a 1/2 inch iron rod found at the south corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears South 30° 41' 42" East (record South 30° 45' 11" East), a distance of 259.02 feet;

THENCE North 30° 41' 42" West, (record North 30° 45' 11" West) along the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the northeast line



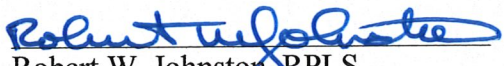
FORD ENGINEERING, INC

of LOT 57 of said RIATA, UNIT 3B, a distance of **20.12 feet** to a point, for the west corner hereof, from which a 1/2 inch iron rod found at the west corner of LOT1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 41' 42" West (record North 30° 45' 11" West) a distance of 523.39 feet;

THENCE leaving the southwest line and crossing through LOT1 of said CIBOLO VALLEY BAPTIST CHURCH, North 53° 05' 00" East, a distance of **546.17 feet** to the **POINT OF BEGINNING** and containing 0.251 acres of land.

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93.

Corresponding plat prepared. 1124.9410.dwg


Robert W. Johnston, RPLS
Registered Professional Land Surveyor
License No. 5579

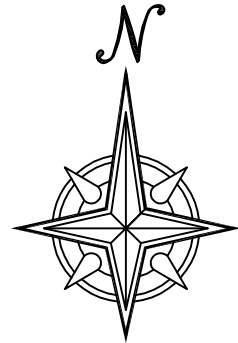


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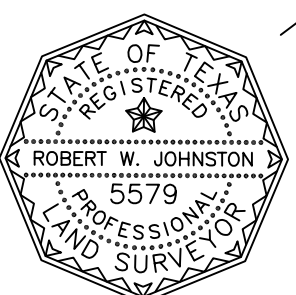
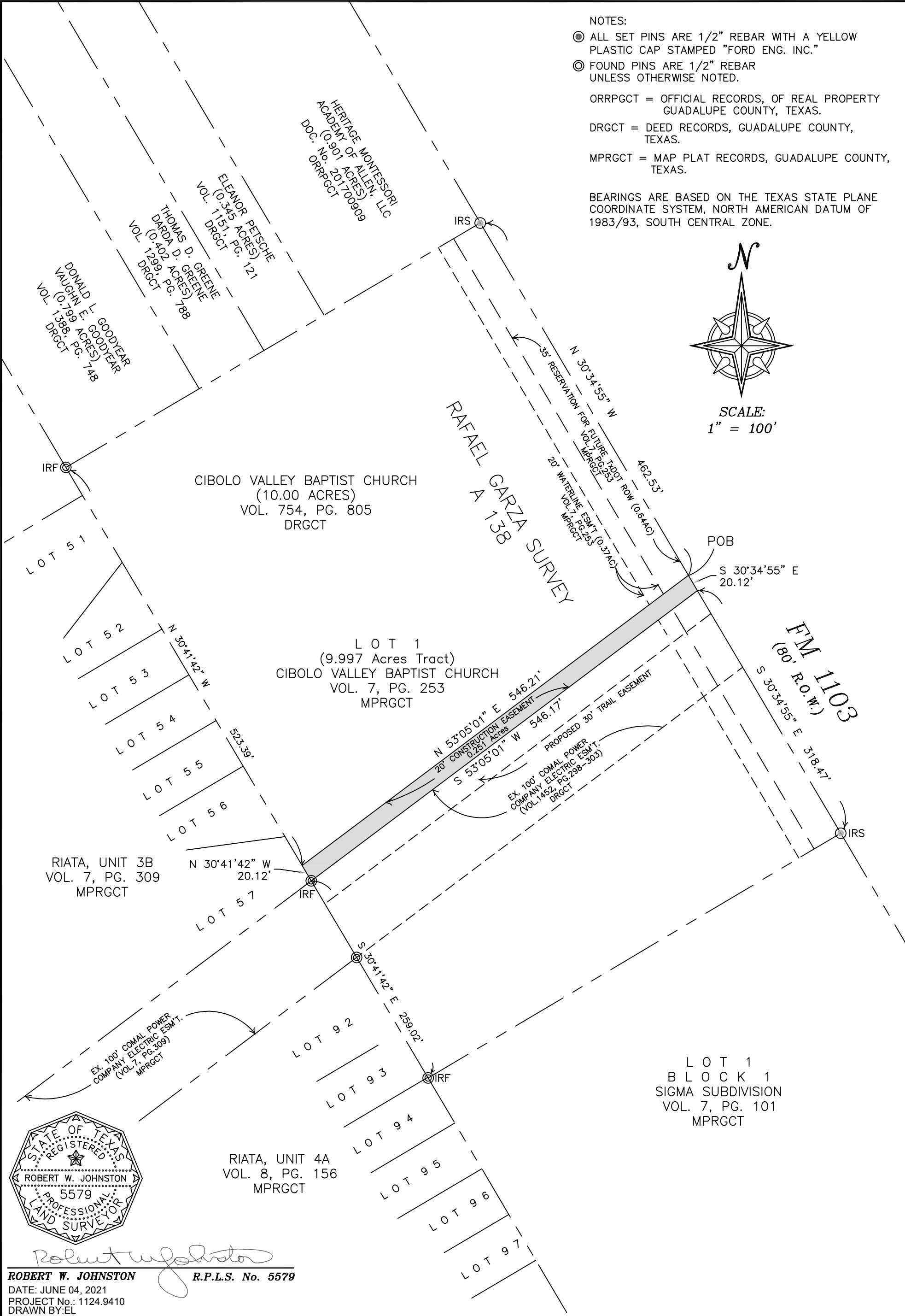
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SCALE:
1" = 100'



Robert W. Johnston
ROBERT W. JOHNSTON R.P.L.S. No. 5579
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