

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

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

GRANT OF EASEMENT:

SAN ANTONIO ONE LIMITED PARTNERSHIP and SAN ANTONIO THREE LIMITED PARTNERSHIP, with the mailing address of 2111 Woodward Ave #910, Detroit, Michigan 48021 (collectively, "Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF SCHERTZ, TEXAS**, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Property"),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (b) "Grantor" shall mean Grantor and Grantor's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (c) "Public Facilities" shall mean sanitary sewer facilities.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for the Public Facilities purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Facilities and related appurtenances, or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Public Facilities and related appurtenances.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not (i) interfere with the use of the Easement Property by Holder for the Easement Purpose, nor (ii) may Grantor construct any building, structure or obstruction on the Easement Property. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property, provided, however, Grantor shall have the right to install and maintain concrete, asphalt or gravel driveways, roads, parking lots, as well as landscaping and irrigation, on, across and within the Easement Property, as approved by plat, site plan, or building permit. Maintenance of landscaping and irrigation shall be the sole responsibility of the Grantor.
6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8., immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.

7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor must comply with applicable ordinances, development codes and engineering guidelines of the City of Schertz, and must not conflict with use of the easement for its intended purpose as described herein.
8. *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 act 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.
9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *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.
12. *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.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately 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.
14. *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.
15. *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.

16. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
17. *Legal Construction.* 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 or less favorably between the parties by reason of authorship or origin of language.
18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
19. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
20. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

[Signatures appear on next pages]

IN WITNESS WHEREOF, this instrument is executed this 18th day of August, 2022.

GRANTOR:

SAN ANTONIO ONE LIMITED PARTNERSHIP

By: Charles A. Forbes
Name: Charles A. Forbes
Title: General Partner

SAN ANTONIO THREE LIMITED PARTNERSHIP

By: Charles A. Forbes
Name: Charles A. Forbes
Title: General Partner

THE STATE OF MI §
§
COUNTY OF Wayne §

This instrument was acknowledged before me this 18 day of August, 2022, by Charles Forbes, General Partner of SAN ANTONIO ONE LIMITED PARTNERSHIP, on behalf of said partnership.

Laurie Bemis
Notary Public Signature

(seal)

Laurie Bemis
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires December 12, 2025
Acting in the County of: Wayne

THE STATE OF MI §
§
COUNTY OF Wayne §

This instrument was acknowledged before me this 18 day of August, 2022, by Charles Forbes, General Partner of SAN ANTONIO THREE LIMITED PARTNERSHIP, on behalf of said partnership.

Laurie Bemis
Notary Public Signature

(seal)

Laurie Bemis
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires December 12, 2025
Acting in the County of: Wayne

GRANTEE:

AGREED AND ACCEPTED:

CITY OF SCHERTZ, TEXAS,
a Texas home-rule municipality

By: _____
Dr. Mark Browne, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 20__, by Dr. Mark Browne, City Manager of the City of Schertz, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

EXHIBIT "A"

EASEMENT PROPERTY

(See attached)

**A METES AND BOUNDS
DESCRIPTION OF
A 0.657 ACRE TRACT OF LAND**

BEING a 0.657 acre (28,612 square feet) tract of land situated in the J.F. Walker Survey, Abstract No. 244, City of Schertz, Guadalupe County, Texas; and being portion of the remainder of a called 220.198 acre tract described in instrument to SAN ANTONIO ONE LIMITED PARTNERSHIP and SAN ANTONIO THREE LIMITED PARTNERSHIP in Volume 979, Page 475 of the Official Public Records of Guadalupe County; and being more particularly described as follows:

COMMENCING at Mag nail set in concrete at the intersection of the northwesterly right-of-way line of Old Wiederstein Road (variable width public right-of-way), and the northeasterly right-of-way line of Cibolo Valley (variable width public right-of-way) and marking the south corner of said 220.198 acre tract;

THENCE, North 31°13'29" West, 1660.93 feet along the northeasterly right-of-way line of said Cibolo Valley to a point for the west corner of a 16-foot sanitary sewer easement recorded in Volume 1800, Page 800 of the Official Public Records of Guadalupe County, from which a 1/2" iron rod found bears North 31°13'29" West, 982.97 feet;

THENCE, North 60°59'07" East, 16.01 feet departing said northeasterly right-of-way line of Cibolo Valley, and along the northwest line of said 16-foot sanitary sewer easement to the **POINT OF BEGINNING**, and a southwest corner of the herein described tract;

THENCE, departing said northwest line of the 16-foot sanitary sewer easement and over and across said 220.198 acre tract, the following ten (10) courses and distances:

1. North 31°13'29" West, 92.25 feet to a point for corner;
2. North 58°47'33" East, 1,208.56 feet to a point for the north corner of a 20-foot sanitary sewer easement recorded in Volume 2024, Page 618 of the Official Public Records of Guadalupe County;
3. South 29°37'29" West, 20.07 feet along a northwest line of said 20-foot sanitary sewer easement to the west corner of said 20-foot sanitary sewer easement;
4. South 65°08'05" East, 12.32 feet along a southwest line of said 20-foot sanitary sewer easement to a point for corner;
5. South 58°47'33" West, 1,165.65 feet departing said southwest line of the 20-foot sanitary sewer easement to a point for corner;
6. South 31°14'25" East, 261.78 feet to a point in a northwest line of a 10-foot sanitary sewer easement recorded in Volume 3169, Page 155 of the Official Public Records of Guadalupe County;
7. South 58°46'31" West, 12.33 feet along said northwest line of the 10-foot sanitary sewer easement to a point for corner;
8. North 31°13'29" West, 189.07 feet along a northeast line of said 10-foot sanitary sewer easement to a point for corner;
9. South 58°46'31" West, 7.95 feet along a northwest line of said 10-foot sanitary sewer easement to a point for the north corner of aforesaid 16-foot sanitary sewer;
10. South 60°59'07" West, 12.06 feet along said northwest line of the 16-foot sanitary sewer to the **POINT OF BEGINNING**, and containing 0.657 acres of land in Guadalupe County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System, South Central Zone (FIPS 4204) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the Surface. To convert Surface distances to Grid apply the Surface to Grid Scale Factor of 0.9998700168978033. The unit of linear measurement is U.S. Survey Feet. This description was generated on 7/28/2022 at 7:46 AM, based on geometry in the drawing file K:\SNA_Survey\064362018-CIBOLO VALLEY SCHERTZ\Dwg\Exhibits\064362018 - CIBOLO VALLEY SCHERTZ_ESMT_SANITARY SEWER 0.657.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 064362018 FOR ADDITIONAL INFORMATION.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



**EXHIBIT OF A 0.657 ACRE
SANITARY SEWER EASEMENT**
J. F. WALKER SURVEY, ABSTRACT NO. 244
CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MGB	JGM	7/28/2022	064362018	1 OF 3

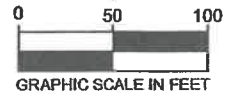
REMAINDER OF CALLED 200.198 ACRES
 SAN ANTONIO ONE, LIMITED PARTNERSHIP
 SAN ANTONIO THREE LIMITED PARTNERSHIP
 VOL.979, PG.475 OPRGC

100' WIDE ELECTRIC
 EASEMENT
 VOL.431 PG.262-263
 OPRGC S29°37'29"W

20.07'
 S65°08'05"E
 12.32'

20' WIDE SEWER EASEMENT -
 VOL.2024, PG.618
 OPRGC

0.657 ACRES
28,612 SQ. FT.

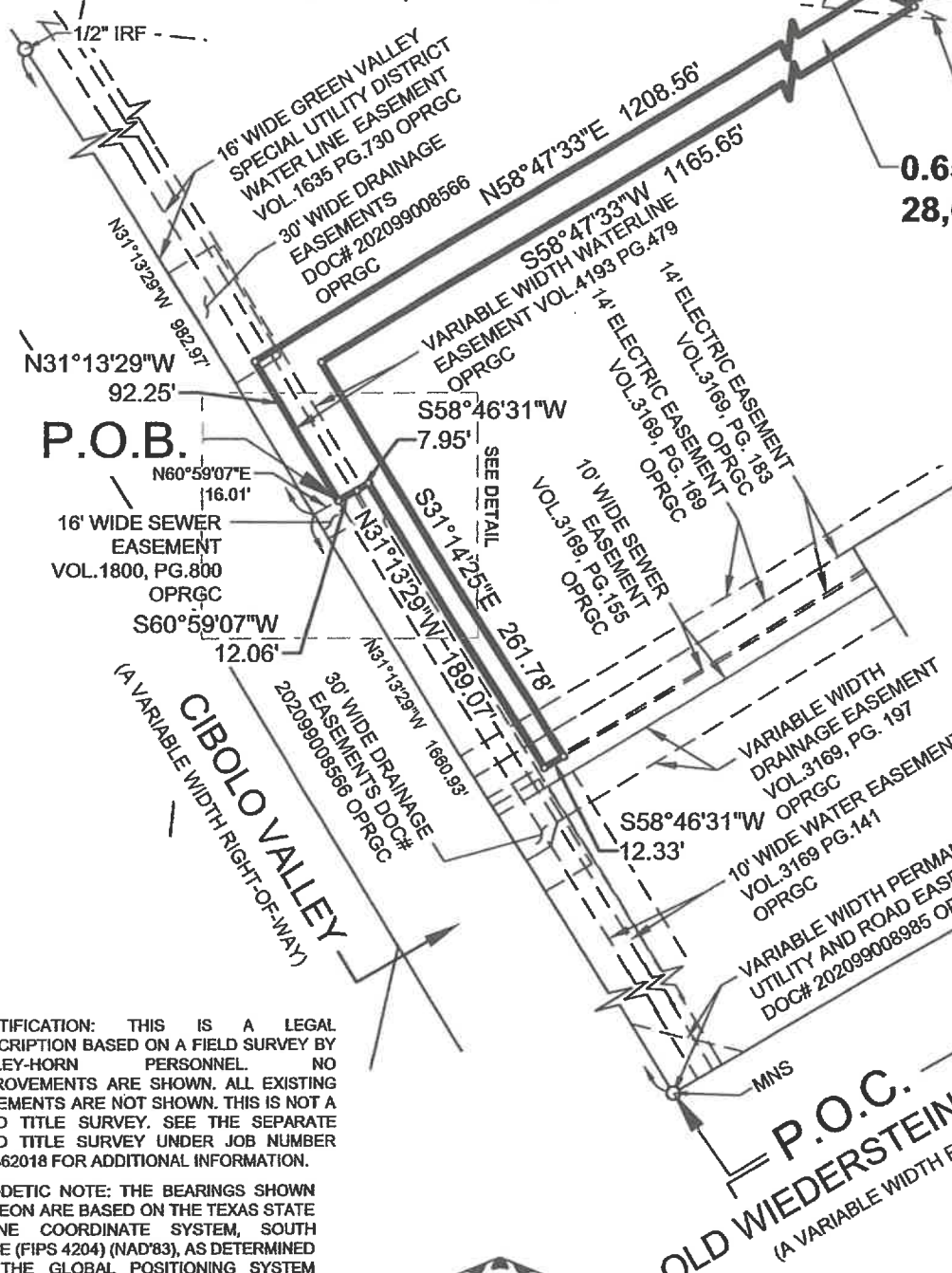


LEGEND:

P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 MNS = MAG NAIL SET
 1/2" IRF = IRON ROD FOUND
 OPRGC = OFFICIAL PUBLIC
 RECORDS GUADALUPE COUNTY

NOTES:

SEE SHEET 3 FOR DETAIL



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GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED GRID TO SURFACE SCALE FACTOR FOR THE PROJECT IS 0.9998700168978033. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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 greg.mosier@kimley-horn.com



John G. Mosier
 7-28-22

P.O.C.
 OLD WIEDERSTEIN ROAD
 (A VARIABLE WIDTH RIGHT-OF-WAY)

**EXHIBIT OF A 0.657 ACRE
 SANITARY SEWER EASEMENT**
 J. F. WALKER SURVEY, ABSTRACT NO. 244
 CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS

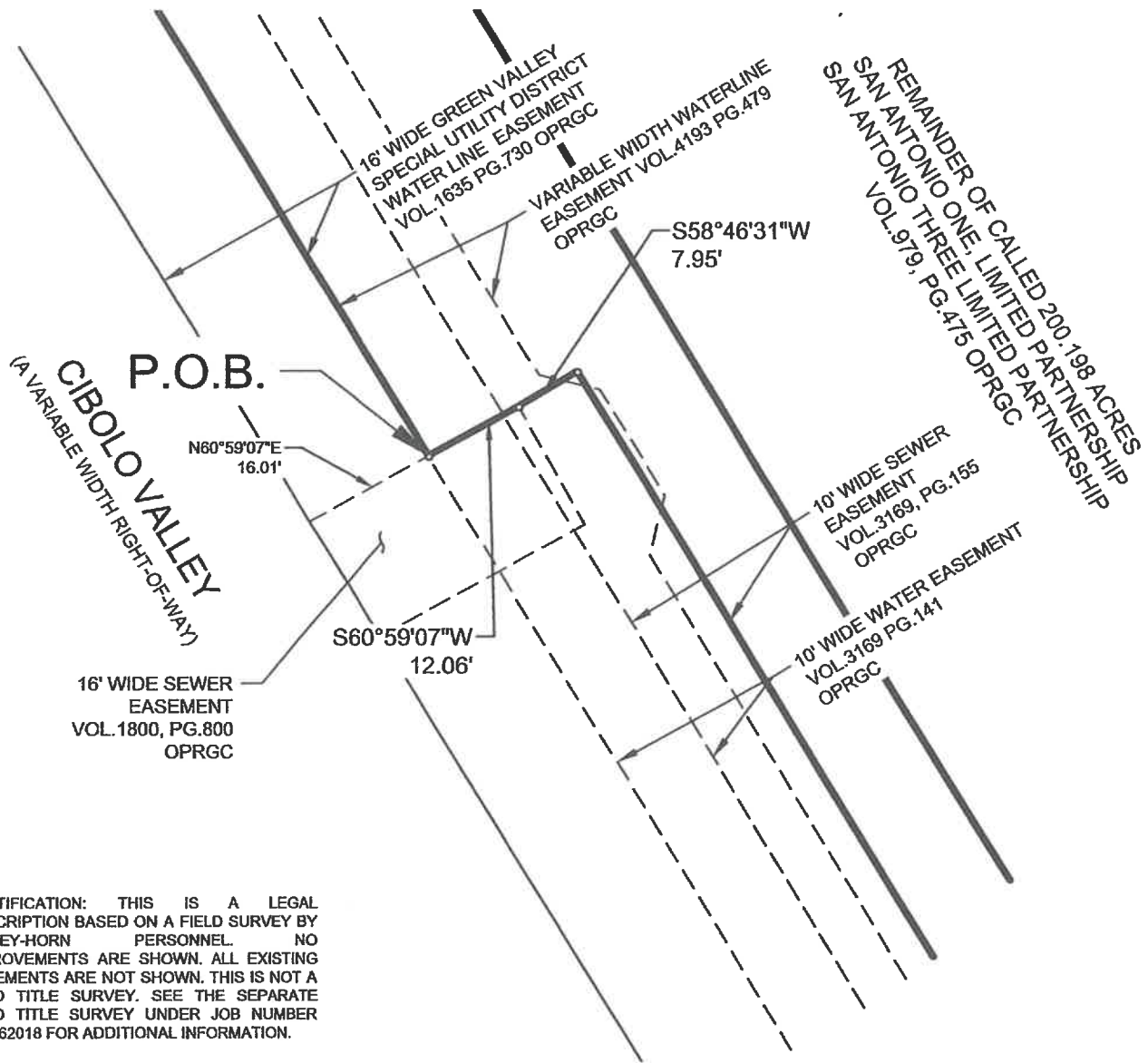
Kimley»Horn

601 NW Loop 410, Suite 350
 San Antonio, Texas 78216

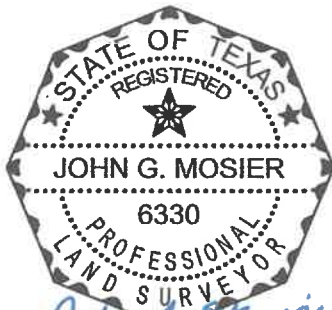
FIRM # 10193973

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MGB	JGM	7/28/2022	064362018	2 OF 3



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 SANITARY SEWER EASEMENT**
 J. F. WALKER SURVEY, ABSTRACT NO. 244
 CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBG	JGM	7/28/2022	064362018	3 OF 3