

RESOLUTION 26-R-101

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE RELEASE OF THE WATER AND WASTEWATER EASEMENT AGREEMENT FROM SCRAPPY DEVELOPMENT, LLC FOR PARKLANDS II, UNIT 1

WHEREAS, the City of Schertz, Texas received an Easement from SCRAPPY DEVELOPMENT, LLC titled Water and Wastewater Easement Agreement across the Grantor's property, and said easement was recorded in the Public Records of Guadalupe County on November 29, 2022, as document number 202299035891; and

WHEREAS, the City desires to terminate and grant a release of the easement; and

WHEREAS, a copy of the Release and Abandonment of the Easement Instrument, which includes a more particular description of the Easement as shown in Exhibit A attached hereto and incorporated herein for all purposes and has authorized such release and abandonment; and

WHEREAS, the Release and Abandonment of the Easement will be recorded in the Public Records of Guadalupe County, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the Release and Abandonment of the Easement in substantially the form as set out in Exhibit A, and such other instruments and documents that are reasonably necessary to effectuate the purpose of this Resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

Exhibit A
Release and Abandonment of Easement

Exhibit A

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.

RELEASE AND ABANDONMENT OF EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

WHEREAS, on November 23, 2022, Scrappy Development LLC, granted to the City of Schertz, Texas, a Water and Sewer Easement for use of public utilities; and

WHEREAS, the instrument memorializing the grant of the easement was recorded in Document No. 202299035891 in the Real Property Records of Guadalupe County; and

WHEREAS, the Water and Sewer easement has been platted into right of way, is no longer needed, and is now abandoned.

NOW THEREFORE GRANTEE, THE CITY OF SCHERTZ, TEXAS FOREVER RELEASES AND ABANDONS THE EASEMENT RECORDED IN DOCUMENT NO. 202299035891 IN THE REAL PROPERTY RECORDS OF GUADALUPE COUNTY, AND AS OF THE DATE OF THIS RELEASE AND ABANDONMENT THE PROPERTY, SO DESCRIBED, SHALL NO LONGER BE ENCUMBERED BY THE EASEMENT.

The remainder of this page is intentionally left blank.

GRANTEE:

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

By: _____
Steve Williams, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 2026, by Steve Williams, City Manager of the City of Schertz, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

Notary Public Signature

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WATER AND WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF GUADALUPE §

GRANT OF EASEMENT:

Scrappy Development, LLC, a Texas limited liability company, 5210 Thousand Oaks, Suite I318, San Antonio, Bexar County, Texas 78233 ("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 **Exhibits "A" & "B"**, 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 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 successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (c) "Public Utility Facilities" shall mean the water and sanitary sewer facilities to be constructed in the Easement Property.

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 public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Utility 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 Utility Facilities and related appurtenances.
4. *Term.* Easement and Secondary 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 and Secondary 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 and Secondary 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.
6. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use the surface of the 20-foot wide area adjacent to the Easement Property (the "Secondary Easement Area"), to assist in the initial installation and as may be reasonably necessary to maintain, repair, and replace the Public Utility Facilities within the Easement Property of the Public Utility Facilities within the Easement Property. However, Holder must promptly restore the Secondary Easement Property to its previous physical condition if changed by use of the rights granted by the Secondary Easement.
7. *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, and Secondary 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.

8. *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.
9. *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.
10. *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.
11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *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.
13. *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.
14. *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.

15. *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.
16. *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.
17. *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.
18. *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.
19. *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.
20. *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.
21. *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.

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

GRANTOR:

SCRAPPY DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Name: Gordon V. Hartman

Title: President

STATE OF TEXAS

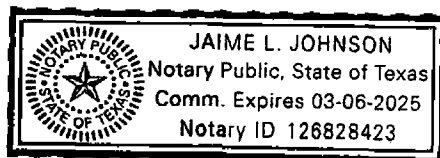
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared **GORDON V. HARTMAN**, as President of SCRAPPY DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of October, 2022.

Notary Public



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 November 23rd, 2022, 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)

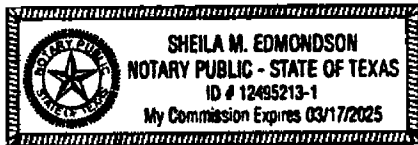


EXHIBIT "A"

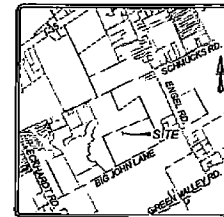
EASEMENT PROPERTY

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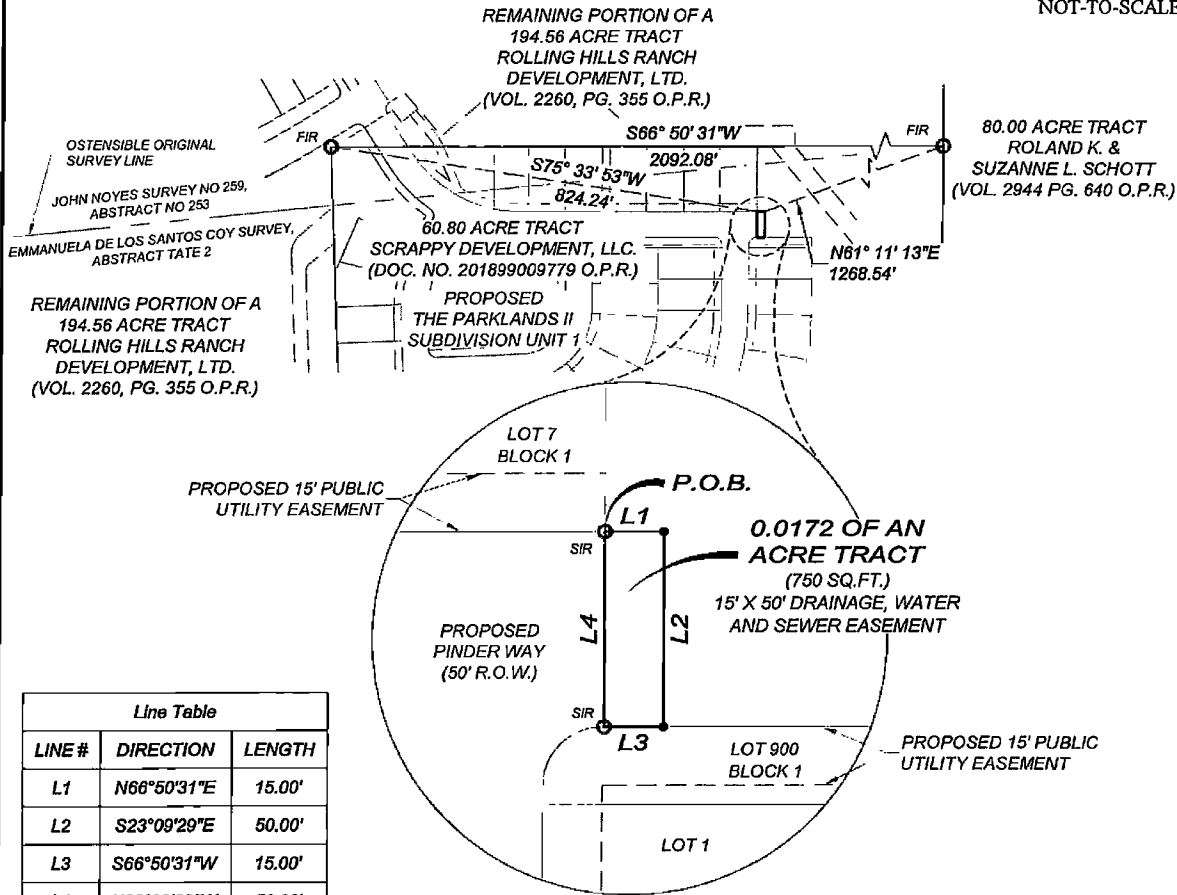
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SCHERTZ AND GUADALUPE COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT GUADALUPE COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

EXHIBIT A
1 OF 2

SCALE: 1"=40'



LOCATION MAP
NOT-TO-SCALE



Line Table		
LINE #	DIRECTION	LENGTH
L1	N66°50'31"E	15.00'
L2	S23°09'29"E	50.00'
L3	S66°50'31"W	15.00'
L4	N23°09'29"W	50.00'

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- CALCULATED POINT
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GUADALUPE COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-230 AUSTIN, TX 78733
PHONE: 512-235-2023; FAX: 512-235-2023

KFW
ENGINEERS + SURVEYING

has joined Callers Engineering & Design
1805 FIRM #51511781 & FIRM #01223-00

EXHIBIT OF

A 0.0172 OF AN ACRE TRACT OF LAND, BEING A 15'X50' DRAINAGE, WATER AND SEWER EASEMENT, GUADALUPE COUNTY, TEXAS.



5/26/22

[Signature]

TERESA A. SEIDEL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF SURVEY: 05/26/2022
PROJECT NO.: 17-132

REVISIONS:

ISSUE DATE:

JOB NO. 17-132
DATE: 05/16/2022
DRAWN: JSD

DESIGNER: TJS
CHECKED: TJS

SHEET: 1 OF 1

EXHIBIT A
2 OF 2



**FIELD NOTES FOR
A 0.0172 ACRE TRACT (750 SQUARE FEET)
A 15'x50' DRAINAGE, WATER AND SEWER EASEMENT**

A 0.0172 of an acre tract of land, being a 15 foot by 50 foot Drainage, Water and Sewer Easement, situated in the Emmanuela De Los Santos Coy Survey, Abstract Tate 2, Guadalupe County, Texas, over and across a 60.80 acre tract as conveyed to Scrappy Development LLC of record in Document No 201899009779 of the Official Public Records of Guadalupe County, Texas and being more particularly described by metes and bounds as follows:

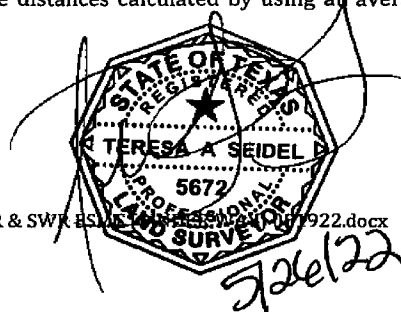
BEGINNING at a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEY" for the southeast corner of Proposed Lot 7, Block 1 of the Parklands II Subdivision Unit 1 and the northwest corner of the easement described herein, from which a found $\frac{1}{2}$ " iron rod for an interior corner of the remaining portion of a 194.56 acre tract as conveyed to Rolling Hills Ranch Development, LTD. of record in Volume 2260 Page 355 (OPR) and the northwest corner of the 60.80 acre tract bears, S 75°33'53" W, a distance of 824.24 feet;

THENCE: Over and across the 60.80 acre tract the following four (4) courses:

1. **N 66°50'31" E**, a distance of **15.00 feet** to a calculated point, for the northeast corner of the easement described herein, from which a found $\frac{1}{2}$ " iron rod in the southerly southwest line of an 80.00 acre tract as conveyed to Roland K. & Suzanne L. Schott of record in Volume 2944 Page 640 (OPR), for the easterly southeast corner of the 194.56 acre tract and the northeast corner of the 60.80 acre tract bears, N61°11'13"E, a distance of 1,268.54 feet;
2. **S 23°09'29" E**, being 15 feet from and parallel to the northeast termination line of Proposed Pinder Way, a distance of **50.00 feet** to a calculated point in the northwest line of Proposed Lot 900, Block 1 of The Parklands II Subdivision Unit 1, for a point of curvature of the easement described herein,
3. **S 66°50'31" W**, a distance of **15.00 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEY" for a point of curvature of Proposed Lot 900, Block 1 of The Parklands II Subdivision Unit 1 and for the southwest corner of the easement described herein, and
4. **N 23°09'29" W**, along and with the northeast termination line of Proposed Pinder Way, a 50 foot wide right-of-way, a distance of **50.00 feet** to the **POINT OF BEGINNING** and containing **0.0172 of an acre tract**, or 750 square feet, more or less situated in City of Schertz, Guadalupe County, Texas and being described in accordance with an exhibit prepared by KFW Surveying. Basis of Bearing is NAD83 Texas South Central Zone. Distances recited herein are surface distances calculated by using an average combined factor of 0.99984364551.

Job No.: 17-132
Prepared by: KFW Surveying
Date: May 26, 2022

File: S:\Draw 2017\17-132 Pinder Tract\DOCS\FN 0.0172AC DRN, WTR & SWR EASEMENT\0172.docx

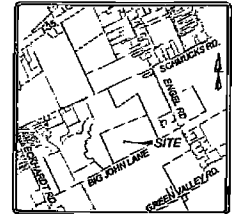


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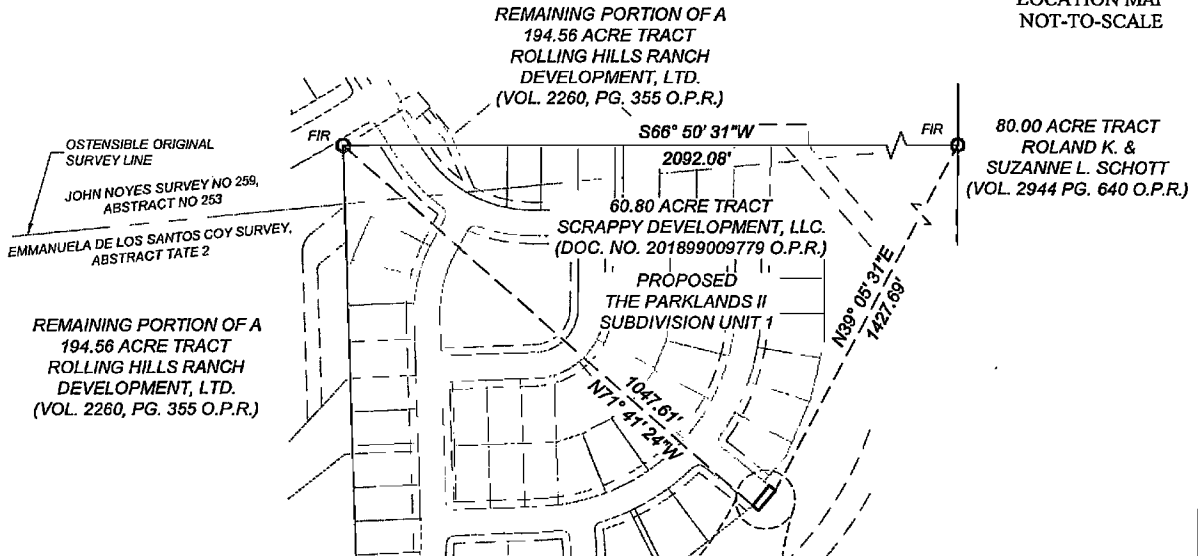
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SCHERTZ AND GUADALUPE COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT GUADALUPE COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

EXHIBIT B
1 OF 2

SCALE: 1"=40'



LOCATION MAP
NOT-TO-SCALE



Line Table		
LINE #	DIRECTION	LENGTH
L1	N16°34'50\"E	50.00'
L2	S73°59'33\"E	15.00'
L3	S16°34'50\"W	50.00'
L4	N73°59'33\"W	15.00'

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- CALCULATED POINT
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GUADALUPE COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

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THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-200 AUSTIN, TX 78753
PHONE: 817-239-5263; FAX: 817-239-5250



has joined Colliers Engineering & Design
10000 FIRM 48513 / 10000 FIRM 8101223-00

EXHIBIT OF

A 0.0172 OF AN ACRE TRACT OF LAND, BEING A 15'X50' DRAINAGE, WATER AND SEWER EASEMENT, GUADALUPE COUNTY, TEXAS.



TERESA A. SEIDEL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF SURVEY: 05/26/2022
PROJECT NO.: 17-132

REVISIONS:	ISSUE DATE:
JOB NO. 17-132	
DATE: 05/18/2022	DESIGNER: TJS
DRAWN: JSD	CHECKED: TJS



SHEET: 1 OF 1

EXHIBIT B
2 OF 2

**FIELD NOTES FOR
A 0.0172 ACRE TRACT (750 SQUARE FEET)
A 15'x50' DRAINAGE, WATER AND SEWER EASEMENT**

A 0.0172 of an acre tract of land, being a 15 foot by 50 foot Drainage, Water and Sewer Easement, situated in the Emmanuela De Los Santos Coy Survey, Abstract Tate 2, Guadalupe County, Texas, over and across a 60.80 acre tract as conveyed to Scrappy Development LLC of record in Document No 201899009779 of the Official Public Records of Guadalupe County, Texas and being more particularly described by metes and bounds as follows:

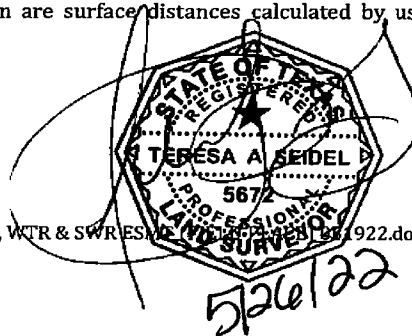
BEGINNING at a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEY" for the southeast termination corner of Proposed Field Place, a 50 foot wide right-of-way, and the northeast corner of Proposed Lot 17, Block 5, both of The Parklands II Subdivision Unit 1 and the southwest corner of the easement described herein, from which a found $\frac{1}{2}$ " iron rod for an interior corner of the remaining portion of a 194.56 acre tract as conveyed to Rolling Hills Ranch Development, LTD. of record in Volume 2260 Page 355 (OPR) and the northeast corner of the 60.80 acre tract bears, N 71°41'24" W, a distance of 1,047.61 feet;

THENCE: Over and across the 60.80 acre tract the following four (4) courses:

1. **N 16°34'50" E**, along and with the east termination line of Proposed Field Place, a distance of **50.00 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEY", for the northeast termination corner of Proposed Field Place and the northwest corner of the easement described herein,
2. **S 73°59'33" E**, a distance of **15.00 feet** to a calculated point, for the northeast corner of the easement described herein, from which a found $\frac{1}{2}$ " iron rod in the southerly southwest line of an 80.00 acre tract as conveyed to Roland K. & Suzanne L. Schott of record in Volume 2944 Page 640 (OPR), for the easterly southeast corner of the 194.56 acre tract and the northeast corner of the 60.80 acre tract bears, N39°02'31" E, a distance of 1,427.69 feet;
3. **S 16°34'50" W**, being 15 feet from and parallel to the east termination line of Proposed Field Place, a distance of **50.00 feet** to a calculated point for the southeast corner of the easement described herein,
4. **N 73°59'33" W**, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing **0.0172 of an acre tract**, or 750 square feet, more or less situated in City of Schertz, Guadalupe County, Texas and being described in accordance with an exhibit prepared by KFW Surveying. Basis of Bearing is NAD83 Texas South Central Zone. Distances recited herein are surface distances calculated by using an average combined factor of 0.99984364551.

Job No.: 17-132
Prepared by: KFW Surveying
Date: May 26, 2022

File: S:\Draw 2017\17-132 Pinder Tract\DOCS\FN 0.0172AC DRN, WTR & SWR EASEMENT 5/26/22 17-132.docx



FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202299035891
Recorded On: November 29, 2022 02:04 PM
Total Pages: 12
Total Fees: \$66.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

Receipt Number: 20221129000096
User: Leah D
Station: Production 4

Return To:
CSC

**STATE OF TEXAS
GUADALUPE COUNTY**

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX