

14/11

Russell W. Pfeiffer - To - Guadalupe-Blanco River Authority

**PIPELINE EASEMENT  
FOR TREATED WATER**

22556

STATE OF TEXAS

COUNTY OF COMAL

WHEREAS, GUADALUPE-BLANCO RIVER AUTHORITY (GBRA), a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article XVI, Section 59 of the Constitution of the State of Texas (hereinafter called "GBRA"), acting under the power and authority granted to it by its Charter and the Laws of the State of Texas, is now engaged in the Western Canyon Regional Treated Water Supply Project which requires the acquisition of certain parcels of land in certain counties for public purposes; and

WHEREAS, it is necessary as a part of the Western Canyon Regional Treated Water Supply Project, that GBRA acquire an easement to construct, maintain, operate, repair, rebuild, relocate, replace and remove one pipeline for the transportation of treated water from a point on the Canyon Reservoir in Comal County on, over and across that certain tract or parcel of land more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the PROPERTY); and defined for all purposes as permanent easements and temporary easements.

WHEREAS, the undersigned (hereinafter called "GRANTOR"), are the fee simple owners of the PROPERTY and have agreed to grant such easements to GBRA for the consideration and upon the terms and provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by GBRA to the GRANTOR, the receipt of which is hereby acknowledged and confessed, do hereby grant unto GBRA, and unto its successors and assigns, a perpetual easement for the purpose of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing and removing one pipeline for the transportation of treated water from Canyon Reservoir on, over and across the PROPERTY of the GRANTOR described in Exhibit "A" attached hereto. The right of way and permanent easement herein conveyed is described in Exhibit "A" attached hereto, except that during the period of construction of said pipeline, and for a period of six months from the date of completion of said pipeline within the subject property, GBRA shall have the right to use an additional strip of land as a temporary construction easement (companion temporary construction easement) as described in Exhibit "A" attached hereto.

THERE IS EXPRESSLY RESERVED to the GRANTOR, their heirs and assigns, the right to use fully all of the PROPERTY covered hereby for any purpose not inconsistent with the rights granted to GBRA, its successors and assigns, which reserved rights in and to the PROPERTY by the GRANTOR shall be at all times subject and subservient to the easement rights granted hereunder.

PROVIDED THAT, no structure of any kind or character may be constructed by GRANTOR on the area described in Exhibit "A" as Permanent Easement, and no drilling, mining, exploration for or development of oil, gas and other minerals may be conducted on the property covered by this easement by GRANTOR, or in such a way as to interfere with the use thereof, except as may be provided below in the SPECIAL TERMS and CONDITIONS.

TO HAVE AND TO HOLD the said PROPERTY, upon and subject to the following SPECIAL TERMS and CONDITIONS, together with all and singular the rights and appurtenances thereto in anywise belonging unto the GUADALUPE-BLANCO RIVER AUTHORITY, its successors and assigns, for the purposes aforesaid, forever; and the GRANTOR does hereby bind himself, his heirs and assigns, to WARRANT AND FOREVER DEFEND all and singular, the said premises unto the GUADALUPE-BLANCO RIVER AUTHORITY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

**SPECIAL TERMS AND CONDITIONS**

1. GBRA, and its successors and assigns, are hereby expressly given and granted the right to assign this easement, or any part thereof or interest therein, and/or rights granted hereunder, so that each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed in common or severally.
2. GBRA, in constructing the water pipeline along said easement, will bury said pipeline so that the top of same is at least three (3) feet below the surface of the

earth, except that GBRA shall have the right to construct and maintain pipeline drain valve assemblies and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as testing devices and corrosion prevention appliances and structures on the pipeline, and meters, vaults and location identifying structures above and below the surface of the earth within the permanent easement described in Exhibit "A".

3. GBRA, its successors and assigns, shall have the right of ingress and egress on, over and along the area described in Exhibit "A" as a permanent easement for any and all purposes necessary and incident to the exercise by GBRA of the rights hereunder, including the right to enter the easement area to make connections to said line.
4. GBRA, its successors and assigns, shall have the right to install gates in GRANTOR'S fences which cross the PROPERTY, and to maintain locks on said gates. GRANTOR may construct other fences across the easement, however, if said fences are built, GBRA shall have the right to construct gates in said fences consistent with requirements of GBRA, its successors and assigns, with respect to access, and GBRA may maintain locks on said gates.
5. GRANTOR may construct roads across and perpendicular to the PROPERTY so long as they do not interfere with exercise of the rights granted to GBRA, its successors and assigns herein.
6. GBRA may access the easement by use of GRANTOR'S gate located adjacent to the Easement on the north side of Ammann Road, and the right to install a

lock on said gate that will provide access to both GRANTOR AND GBRA. GBRA shall keep said gate closed when no in actual use.

7. GRANTOR has advised GBRA that GRANTOR operates electric fences on all of GRANTOR'S properties, and that continual service to these fences is vital to GRANTOR'S operations. During construction of the pipeline GBRA shall maintain electricity to the electric fence located on the PROPERTY, or construct adequate temporary fencing to protect livestock. In addition, GBRA shall not disrupt electric service to any of the electric fences on any of GRANTOR'S property whether within the easement area or on GRANTOR'S remaining property.
8. GBRA shall pay for all damages occurring to fences, and livestock now or hereafter placed upon the above described GRANTOR'S lands, and to GRANTOR'S remainder lands to the extent caused by GBRA, its employees, contractors, subcontractors and agents while maintaining, operating, repairing, removing or otherwise working on said Easement.
9. During the period of construction of the said pipeline, GBRA may construct such temporary fences as are required by its contractor or engineers and if such fences are constructed, GBRA will allow access, and ingress and egress across the PROPERTY to GRANTOR.
10. After construction of the said line, GBRA will restore the surface as nearly as practicable to its original condition, so as not to affect normal drainage, and reseed all disturbed areas within the easement with like-grasses.

11. GBRA will provide GRANTOR fourteen (14) days notice of the estimated schedule of construction on the PROPERTY so that GRANTOR can remove any trees from within the easement area. GRANTOR will leave the stump on said tree thirty-six (36) inches above the ground. GBRA shall have the right to use the PROPERTY to burn or mulch all other trees and brush removed from the PROPERTY.
12. GBRA may dispose of any unearthed rocks or material removed from trenches in areas designated by GRANTOR within the PROPERTY.
13. GBRA will provide notice at least twenty-four (24) hours prior to entering the easement, except in the event of an emergency.
14. GBRA will protect Oak trees over twenty (20) inches in diameter within the temporary construction easement. GBRA will protect a specific tree marked by numbered tag by GRANTOR and GBRA within the temporary construction easement and GBRA will avoid trimming or damage to the tree.
15. GBRA agrees that in the event GBRA should fail to start construction within the Permanent Easement on the PROPERTY on or before five (5) years after the date of this agreement, or in the event GBRA should cease to use and abandon said Permanent Easement as to its use herein provided for a period of five (5) consecutive years, the GBRA's rights herein shall be deemed to have been abandoned and shall automatically terminate and the pipeline easement shall revert to GRANTOR free and clear of any right, title and interest in GBRA under this agreement or otherwise.

abandoned and shall automatically terminate and the pipeline easement shall revert to GRANTOR free and clear of any right, title and interest in GBRA under this agreement or otherwise.

15. IN WITNESS WHEREOF, this instrument is executed this 21<sup>st</sup> day of

July, 2004.

Russell W Pfeiffer  
GRANTOR

Sandra K Pfeiffer  
GRANTOR Sandra K Pfeiffer

Address: 418 Ammann Rd.  
Boerne, TX. 78006

ACCEPTED: GUADALUPE-BLANCO RIVER AUTHORITY

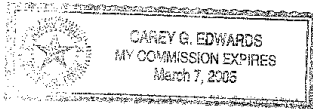
By: [Signature]

Its: Gen MGR.

STATE OF TEXAS  
COUNTY OF KENDALL

BEFORE ME, the undersigned authority, on this day personally appeared SANDRA K. PFEIFFER, known to me / proved to me on the oath of \_\_\_\_\_ / proved to me through Texas Driver's license number 04740109 to be the person whose name is subscribed to the foregoing document and acknowledged to me that she executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 13, day of August, 2004.



Carey G. Edwards  
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Conal )

BEFORE ME, the undersigned authority, on this day personally appeared Russell Pfeiffer and \_\_\_\_\_, (1) known to me, 2) proved to me on the oath of \_\_\_\_\_ or 3) proved to me through their Texas driver's license numbers \_\_\_\_\_ and \_\_\_\_\_ to be the persons whose names are subscribed to the foregoing document and acknowledged to me that they executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 21<sup>st</sup> day of July, 2004

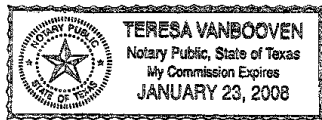


Deborah Stearns Murphy  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 22<sup>nd</sup> day of July, 2004 by W.E. West, Jr., General Manager, of the GUADALUPE-BLANCO RIVER AUTHORITY known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration expressed therein.



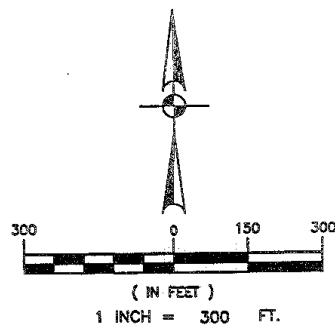
Teresa VanBooven  
Notary Public, State of Texas

PARCEL NUMBER  
 G-8 TRACT 344.979 AC. (CALCULATED)  
 G-8-P.E. 2.570 AC.  
 G-8-C.T.C.A.A. 6.323 AC.  
 G-8-REMAINDER 336.086 AC. (CALCULATED)  
 PARCEL OWNERSHIP RUSSELL W. PFEIFFER

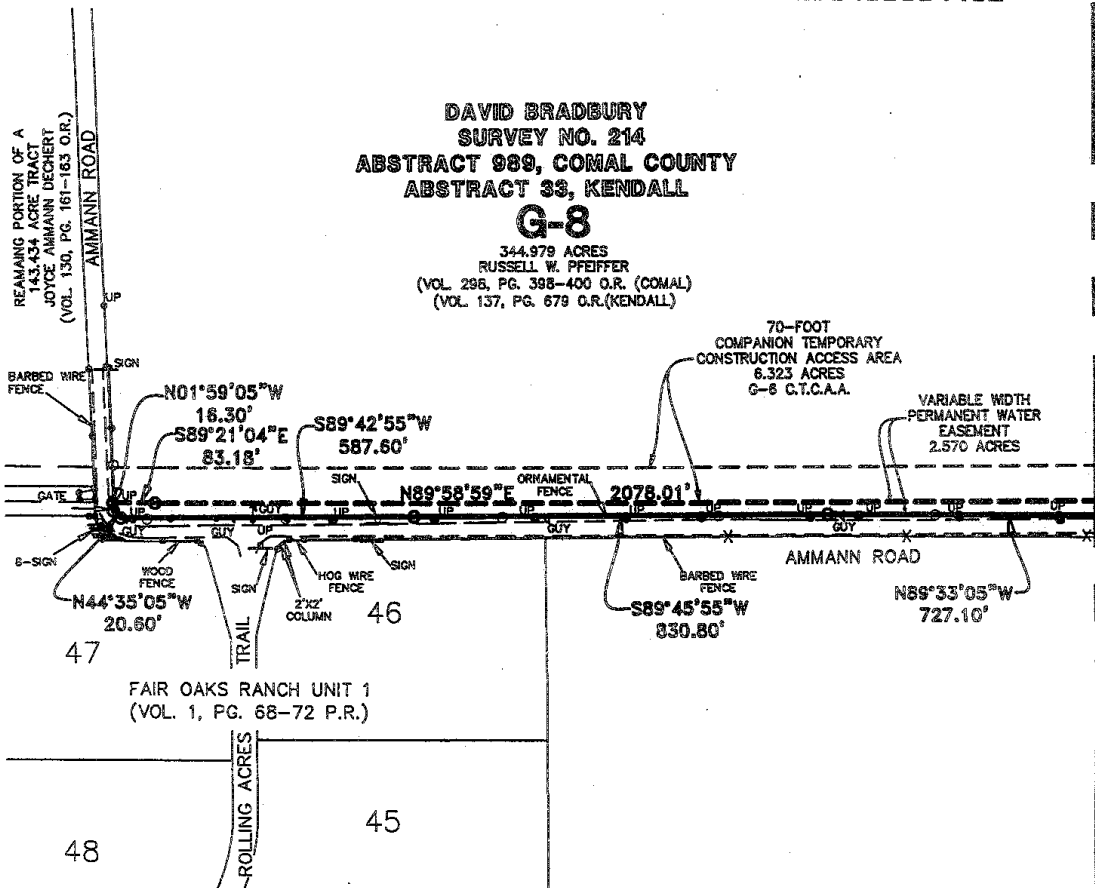
M.P.R.-MAP AND PLAT RECORDS OF KENDALL COUNTY, TEXAS.  
 O.R.-DEED RECORDS OF KENDALL COUNTY, TEXAS.  
 O.R.-OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

ACREAGE SHOWN FOR PARENT TRACT AND THE REMAINDER ARE CALCULATED FROM THE PARENT DEED DESCRIPTION AND NOT DETERMINED FROM AN ACTUAL FIELD SURVEY OR A BOUNDARY RESOLUTION.

NOTE:  
 THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NAD 83 DATUM, FROM STATE PLANE COORDINATES ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE. COORDINATES ESTABLISHED FROM THE SAN ANTONIO REGIONAL REFERENCE POINT (ANTO) IN DECEMBER OF 2000. A COMBINED SCALE FACTOR OF 1.00017 WAS USED TO ESTABLISH SURFACE DIMENSIONS.



Doc# 200406034412



DAVID BRADBURY  
 SURVEY NO. 214  
 ABSTRACT 989, COMAL COUNTY  
 ABSTRACT 33, KENDALL  
**G-8**  
 344.979 ACRES  
 RUSSELL W. PFEIFFER  
 (VOL. 298, PG. 398-400 O.R. (COMAL)  
 (VOL. 137, PG. 679 O.R. (KENDALL)

MATCHLINE SEE SHEET 2

**REFERENCES:**

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: File No. : 22556  
 Title Company: Kendall County Abstract Company  
 Date Issued: July 29, 2004  
 Effective Date: July 14, 2004

Only those matters identified in the Title Commitment and those that the surveyor was aware of at the time of this survey are shown.

Official Records of Kendall County, Texas:

Volume 137, Page 679 Warranty Deed

Kendall County Oil and Gas Lease Records

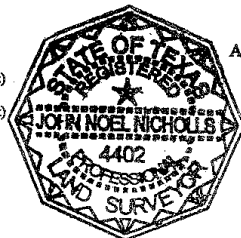
Volume 2, Page 611 Oil, Gas and Mineral Lease

Deed Records of Comal County, Texas:

Volume 125, Page 489-491 Mineral Interest (Blanket) (Shell Oil Company)  
 Volume 222, Page 517-520 Mineral Interest (Blanket) (Walker-DeVasto)

Official Records of Comal County, Texas:

Volume 298, Page 398-400 Warranty Deed



**SURVEY OF**

A 2.570 ACRE TRACT OF LAND OUT OF A 344.979 ACRE TRACT OF LAND AS RECORDED AND CONVEYED TO RUSSELL W. PFEIFFER IN VOLUME 298, PAGES 398-400 OF THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS, AND IN VOLUME 137, PAGE 679 OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS, OUT OF THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT NO. 989 OF COMAL COUNTY, TEXAS, AND THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT NO. 33 OF KENDALL COUNTY, TEXAS.

AND  
 A 70-FOOT WIDE COMPANION TEMPORARY CONSTRUCTION ACCESS AREA OUT OF A 344.979 ACRE TRACT IN KENDALL AND COMAL COUNTIES, TEXAS.

STATE OF TEXAS }  
 COUNTY OF BEXAR }

I hereby certify that the above map was made according to an actual survey made on the ground under my supervision.

This 29 day of March, 20 04 A.D.

**PAPE-DAWSON ENGINEERS**  
 CIVIL & ENVIRONMENTAL

**PAGE 1 OF 2**

SAN ANTONIO TEXAS 78216  
 555 EAST RAMSEY TEL: 210-375-9000 FAX: 210-375-9010

REVISED: JULY 29, 2004  
 REVISED: JUNE 24, 2004

JOB NO. 5155-00

Date: Jul 29, 2004, 2:43pm User: D:\pape\dw Date: 07/29/04 02:43:00 PM Job: 5155-00

PARCEL NUMBER  
 G-8 TRACT 344.979 AC. (CALCULATED)  
 G-8-P.E. 2.570 AC.  
 G-8-C.T.C.A.A. 6.323 AC.  
 G-8-REMAINDER 336.086 AC. (CALCULATED)  
 PARCEL OWNERSHIP RUSSELL W. PFEIFFER

M.P.R.—MAP AND PLAT RECORDS OF KENDALL COUNTY, TEXAS.  
 O.R.—DEED RECORDS OF KENDALL COUNTY, TEXAS.  
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G-8



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( IN FEET )

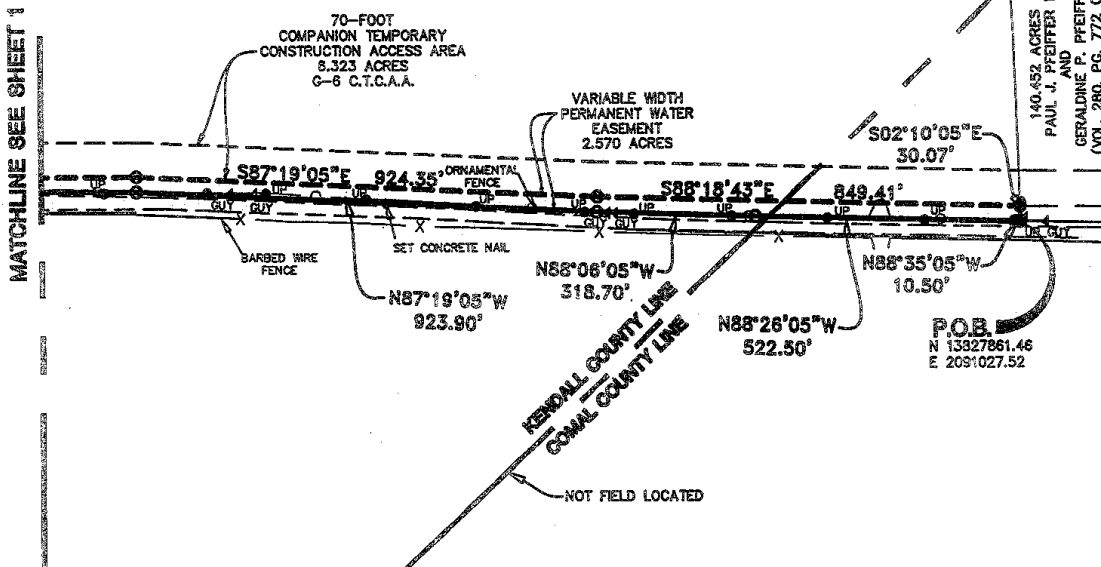
1 INCH = 300 FT.

Doc# 200406034412

DAVID BRADBURY  
 SURVEY NO. 214  
 ABSTRACT 989, COMAL COUNTY  
 ABSTRACT 33, KENDALL

G-8

344.979 ACRES  
 RUSSELL W. PFEIFFER  
 (VOL. 298, PG. 398-400 O.R. (COMAL)  
 (VOL. 137, PG. 679 O.R.(KENDALL)



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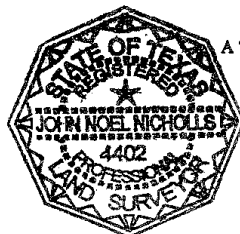
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 COUNTY OF BEXAR }

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PAPE-DAWSON ENGINEERS  
 CIVIL & ENVIRONMENTAL ENGINEERS

PAGE 2 OF 2

855 EAST RAMSAY

SAN ANTONIO TEXAS 78218

TEL: 210-375-9000 FAX: 210-375-9000

REVISED: JULY 29, 2004  
 REVISED: JUNE 24, 2004

JOB NO. 5155-00

GBRA Western Canyon Regional Treated Water Supply Project  
Tract G-8-PE  
Tract G-8-C.T.C.A.A.  
Russell W. Pfeiffer  
Page 1 of 2

Doc# 200406034412

**G-8**

## FIELD NOTES

## FOR

## A VARIABLE WIDTH PERMANENT WATER EASEMENT

A 2.570 acre tract of land out of a 344.979 acre tract of land as recorded and conveyed to Russell W. Pfeiffer in Volume 298, Pages 398-400 of the Official Records of Comal County, Texas, and in Volume 137, Page 679 of the Official Records of Kendall County, Texas, out of the David Bradbury Survey No. 214, Abstract No. 989 of Comal County, Texas, and the David Bradbury Survey No. 214, Abstract No. 33 of Kendall County, Texas said 2.570 tract being more particularly described by metes and bounds as follows;

**BEGINNING:** At a point on the north line of Ammann Road, the southeast corner of said 344.979 acre tract, the southwest corner of a 140.452 acre tract recorded in Volume 280, Page 772 of the Official Records of Kendall County, Texas;

**THENCE:** Along and with the north right-of-way line of said Ammann Road, the south line of said 344.979 acre tract, the following calls and distances:

N 88°35'05"W, a distance of 10.50 feet to a point;

N 88°26'05"W, a distance of 522.50 feet to a point;

N 88°06'05"W, a distance of 318.70 feet to a point;

N 87°19'05"W, a distance of 923.90 feet to a point;

N 89°33'05"W, a distance of 727.10 feet to a point;

S 89°45'55"W, a distance of 830.80 feet to a point;

S 89°42'55"W, a distance of 587.60 feet to a point on the east line of said Ammann Road;

**THENCE:** N 44°35'05"W, along and with the east line of said Ammann Road, a distance of 20.60 feet to a point;

**THENCE:** N 01°59'05"W, along and with the east line of said Ammann Road, a distance of 16.30 feet to a point

**THENCE:** Departing the east right-of-way line of said Ammann Road, the following calls and distances:

S 89°21'04"E, a distance of 83.18 feet to a point;

N 89°58'59"E, a distance of 2078.01 feet to a point;

**PAPE-DAWSON ENGINEERS, INC.**

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

GBRA Western Canyon Regional Treated Water Supply Project  
Tract G-8-PE  
Tract G-8-C.T.C.A.A.  
Russell W. Pfeiffer  
Page 2 of 2

Doc# 200406034412

S 87°19'05"E, a distance of 924.35 feet to a point;

S 88°18'43"E, a distance of 849.41 feet to a point on the east line of said 344.979 acre tract, the west line of said 140.452 acre tract;

THENCE: S 02°10'05"E, along and with the east line of said 344.979 acre tract, the west line of said 140.452 acre tract, a distance of 30.07 feet to a point on the north right-of-way line of said Ammann Road and to the POINT OF BEGINNING, and containing 2.570 acres in Kendall County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

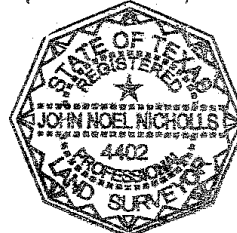
TOGETHER WITH:

A seventy (70) foot wide companion temporary construction access area running north of, parallel with, and adjacent to the north line of the aforesaid variable width permanent water easement, the sidelines of said seventy (70) foot wide companion temporary construction access area terminating on the east by the east line of said 344.979 acre tract and terminating on the west line by the west line of said 344.979 acre tract.

Bearings are based on NAD 83 Texas State Plane Coordinate System South Central Zone

PREPARED BY: PAPE DAWSON ENGINEERS INC..  
DATE: March 29, 2004  
REVISED: June 24, 2004, July 29, 2004  
JOB No.: 5155-00  
FILE: N:\Civil\5155-00\SEG-G\G-COMP\G-Word\G-08.doc

*[Handwritten Signature]*  
7-29-2004



Filed for Record in:  
Kendall County  
Darlene Herrin  
County Clerk

On: Aug 13, 2004 at 02:45P

Document Number: 00188090  
Total Fees: 33.00

Receipt Number - 67429  
By Deputy: Angie San Miguel

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

*KEAC*

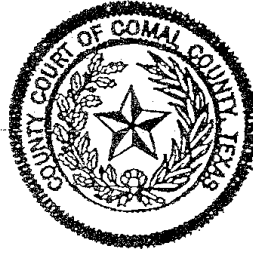
STATE OF TEXAS  
COUNTY OF KENDALL  
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon and was duly recorded in the Official Records of Kendall County, Texas on:

AUG 16 2004

DARLENE HERRIN, County Clerk  
Kendall County, Texas



By: *[Signature]* Deputy



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Doc# 200406034412  
# Pages 14  
09/02/2004 02:31:47 PM  
Filed & Recorded in  
Official Records of  
COMAL COUNTY  
JOY STREATER  
COUNTY CLERK  
Fees \$48.00

Doc# 200406034412