

22-693887-KR

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**NON-EXCLUSIVE WASTEWATER LINE EASEMENT AGREEMENT**

STATE OF TEXAS                    §  
   §  
COUNTY OF BEXAR               §

Effective Date: September 30, 2022

**Grantor:**

WAT SADDHADHAMMA BUDDIST 1518 TEMPLE

**Grantee and Holder of the Easement:**

EDWARD E. MINTER III and HYON C. MINTER  
8210 FM 1518  
Schertz, Texas 78109

**Dominant Estate Property:**

Being a tract of land, called Tract 6, containing 5.63 acres of land, more or less, situated in the Julian Diaz Survey, Abst. 187, in Bexar County, Texas, said 5.63 acre tract is part of a 245.23 acre tract in conveyance from Oscar Gerth to Nan Beake by deed recorded in Volume 3137, Page 35, Deed Records of Bexar County, Texas, said Tract 6 being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**Permanent Easement Property:**

All that certain 30 feet wide Utility Easement, a 0.2124 acre tract of land, more or less, created in a 4.81 acre tract, surveyed this day, being 4.91 acres (called Tract 7 of the Thomas H. William Subdivision, an recorded subdivision) described in Deed recorded in Volume 15074, Page 1876, Official Public Records of Bexar County, Texas, out of the Julian Diaz Survey, Abstract 187, County Block 5059A, Bexar County, Texas, being a portion of that tract called 245.23 acres described in conveyance from Oscar Gerth to Nan Benke by Deed recorded in Volume 3137, page 35, Deed Records of Bexar County, Texas, Save and Except, that 20' Right-of-Way portion of said 4.91 acres, recorded in Document No. 20190147120, Real Property Records, Bexar County, Texas, said easement tract being more particularly described by metes and bounds as more fully described on the attached Exhibit A, which Exhibit A is made a part hereof..

**TEMPORARY CONSTRUCTION EASEMENT PROPERTY:**

All that certain 20 feet wide Temporary Construction Easement, a 0.1427 acre tract of land, more or less, created in a 4.81 acre tract, surveyed this day, being 4.91 acres (called Tract 7 of the Thomas H. William Subdivision, an recorded subdivision) described in Deed recorded in Volume 15074, Page 1876, Official Public Records of Bexar County, Texas, out of the Julian Diaz Survey, Abstract 187, County Block 5059A, Bexar County, Texas, being a portion of that tract called 245.23 acres described in conveyance from Oscar Gerth to Nan Benke by Deed recorded in Volume 3137, page 35, Deed Records of Bexar County, Texas, Save and Except, that 20' Right-of-Way portion of said 4.91 acres, recorded in Document No. 20190147120, Real Property Records, Bexar County, Texas, said easement tract being more particularly described by metes and bounds as Exhibit B, attached hereto and made a part hereof:

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, upgrade and removal of wastewater line located within the Easement Property.

**Consideration:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Reservations from Conveyance:** Grantor, for Grantor's successors and assigns, reserves the right to continue to use the Easement Property and the Temporary Construction Easement Property (collectively "Easement Properties") and to grant additional easements across the Easement Properties so long as such additional easements do not interfere with the Easement Purpose.

**Exceptions to Warranty:** All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property and taxes for the current year, the payment of which Grantee assumes.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns, a non-exclusive easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Non-Exclusive Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Non-Exclusive Easement in Grantee and Grantee's successors against every person whomsoever lawfully claiming or to claim the Non-Exclusive Easement or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty.

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

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee, its successors and assigns (as applicable, in each case, a “Holder”).

2. *Duration of Easement.* The duration of the Easement is perpetual. The rights granted herein for the Temporary Construction Easement shall terminate no later than sixty days after the wastewater line is complete and the surface of the Easement Properties have been restored.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor’s successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor’s successors and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder. Notwithstanding, no trees, buildings or other landscaping or improvements may be built on the Easement Property, or during its term, the Temporary Construction Easement Property.

4. *Temporary Construction Easement.* Holder has the right to use the Temporary Construction Easement Property to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement.

5. *Improvement and Maintenance of Easement Property* 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. Grantor will maintain the Easement Property in a neat and clean condition. 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 within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Except in the case of an emergency, Holder shall provide Grantor notice of entry in writing no less than fourteen days prior to such entry.

6. *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.

7. *Attorney's Fees.* If a 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.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *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 shall be in the State District Courts of the County in which the Easement Property is located.

10. *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.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a 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.

12. *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.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *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.

15. *Legal Construction.* If 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.

16. *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.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

18. *Grantor's Disclaimers.* GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE EASEMENT. GRANTOR SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE EASEMENT OR ANY PORTION THEREOF. GRANTOR SHALL NOT BE LIABLE TO GRANTEE OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE EASEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE EASEMENT OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. GRANTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE EASEMENT.

**GRANTOR:**

WAT SADDHADHAMMA BUDDIST 1518 TEMPLE

By: Win Tonklan  
WIN TONKLAN  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally WIN TONKLAN, President of the WAT SADDHADHAMMA BUDDIST 1518 TEMPLE who are personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he has signed this instrument in the capacity set forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this 30th day of September



Rebecca F. Sandoval  
Notary Public in and for The State of Texas

After Recording Return To:  
Capital Title  
GF No. 22-693887-KR

Prepared in the Law Office of:  
Kristen Quinney Porter, LLC  
PO Box 312643  
New Braunfels, Texas 78131

# EXHIBIT A

## FIELD NOTES

Being a tract of land, called Tract 6, containing 5.63 acres of land, more or less, situated in the Jullan Diaz Survey, Abst. 187, in Bexar County, Texas, said 5.63 acre tract is part of a 245.23 acre tract in conveyance from Oscar Gerth to Nan Benke by deed recorded in Vol. 3137, Pg. 35, Deed Records of Bexar County, Texas, said Tract 6 being more particularly described as follows:

BEGINNING at the South corner of the tract herein described, said corner being situated in the East R.O.W. line of F.M. 1518, and being N.  $29^{\circ}10'$  W. 1045 feet from the South corner of the parent tract;

THENCE with fence along said line, N.  $29^{\circ}07'$  W. 384.6 feet to the West corner of this tract;

THENCE N.  $60^{\circ}32'$  E. 435.1 feet to a point for corner;

THENCE S.  $75^{\circ}52'$  E, 557.2 feet to a point for corner;

Thence S  $60^{\circ}31'$  W, 840.9 feet to the PLACE OF BEGINNING,  
all corners of the tract herein described being marked with Iron stakes.

\* Tract 6

PLAT OF SURVEY

SCALE 1" = 100 FT

**FIELD NOTES**

For

**30 Feet Wide Utility Easement**

**0.2124 Acres of Land**

8086 E FM 1518 N

Schertz, Bexar County, Texas

All that certain 30 feet wide Utility Easement, a 0.2124 acre tract of land, more or less, created in a 4.81 acre tract, surveyed this day, being 4.91 acres (called Tract 7 of the Thomas H. William Subdivision, an recorded subdivision) described in Deed recorded in Volume 15074, Page 1876, Official Public Records of Bexar County, Texas, out of the Julian Diaz Survey, Abstract 187, County Block 5059A, Bexar County, Texas, being a portion of that tract called 245.23 acres described in conveyance from Oscar Gerth to Nan Benke by Deed recorded in Volume 3137, page 35, Deed Records of Bexar County, Texas, Save and Except, that 20' Right-of-Way portion of said 4.91 acres, recorded in Document No. 20190147120, Real Property Records, Bexar County, Texas, said easement tract being more particularly described by metes and bounds as follows:

**BEGINNING** At an iron pipe found at the East corner of said 4.81 acre tract and said Tract 7, same being the North corner of Tract 8, said subdivision, described in conveyance to the Wat Saddhadhamma Buddhist Temple of record in Volume 6537, Page 364, Official Public Records of Bexar County, Texas, for the East corner of this easement tract;

**THENCE** S 60°30'00" W (Based Recorded Deed Bearing), 39.31 feet with the common line of said Tracts 7 and 8, same being the Southeast line of said 4.81 acre tract to a point for the South corner of this easement tract;

**THENCE** N 69°45'09" W, 148.67 feet, and N 75°56'10" W, 161.22 feet across and parallel to the Northeast line of said 4.81 acre tract and said Tract 7, to a point in the Northwest line of said 4.81 acre tract, same being the common line of said Tract 7 and a 5.63 acre tract being Tract 6, said subdivision, described in conveyance to Edward E. Minter, III and Hyon C. Minter of record in Volume 7142, Page 72, Official Public Records of Bexar County, Texas, for the West corner of this easement tract;

**THENCE** N 60°31'50" E, 43.56 feet along with the common line of said Tracts 6 and 7 to an iron pipe found on the Southwest line of Tract 13, said subdivision, at the East corner of said Tract 6, for the North corner of said Tract 7 and this easement tract;

30 Feet Wide Utility Easement (0.2124 Acres of Land)

Page 2 of 2

**THENCE** S 75°56'10" E, 131.26 feet to an iron pipe and S 69°45'09" E, 175.69 feet with the Northeast line of said 4.81 acre tract and said Tract 7 to the **POINT OF BEGINNING**, and containing 0.2124 acres of land, more or less.

*S. B. Shrestha*

S.B. 'David' Shrestha, R.P.L.S. #5920  
Texas Engineering & Surveying, Inc.  
Job No. 22215800  
August 11, 2022



**FIELD NOTES**

For

**20 Feet Wide Temporary Construction Easement**

**0.1427 Acres of Land**

8086 E FM 1518 N

Schertz, Bexar County, Texas

All that certain 20 feet wide Temporary Construction Easement, a 0.1427 acre tract of land, more or less, created in a 4.81 acre tract, surveyed this day, being 4.91 acres (called Tract 7 of the Thomas H. William Subdivision, an recorded subdivision) described in Deed recorded in Volume 15074, Page 1876, Official Public Records of Bexar County, Texas, out of the Julian Diaz Survey, Abstract 187, County Block 5059A, Bexar County, Texas, being a portion of that tract called 245.23 acres described in conveyance from Oscar Gerth to Nan Benke by Deed recorded in Volume 3137, page 35, Deed Records of Bexar County, Texas, Save and Except, that 20' Right-of-Way portion of said 4.91 acres, recorded in Document No. 20190147120, Real Property Records, Bexar County, Texas, said easement tract being more particularly described by metes and bounds as follows:

**COMMENCING** At an iron pipe found at the East corner of said 4.81 acre tract and said Tract 7, same being the North corner of Tract 8, said subdivision, described in conveyance to the Wat Saddhadhamma Buddhist Temple of record in Volume 6537, Page 364, Official Public Records of Bexar County, Texas, for the East corner of a 30 foot wide Utility Easement (0.2124 acres), created this day;

**THENCE** S 60°30'00" W (Based Recorded Deed Bearing), 39.31 feet with the common line of said Tracts 7 and 8, same being the Southeast line of said 4.81 acre tract to a point for the South corner of said 30 foot Utility Easement, and for the East corner of this easement tract and the **POINT OF BEGINNING**;

**THENCE** S 60°30'00" W, 26.21 feet continuing with said common line of said Tracts 7 and 8, same being the Southeast line of said 4.81 acre tract to a point for the South corner of this easement tract;

**THENCE** N 69°45'09" W, 130.66 feet, and N 75°56'10" W, 181.19 feet across and parallel to the Northeast line of said 4.81 acre tract and said Tract 7, same being also parallel to said 30 foot Utility Easement to a point in the Northwest line of said 4.81 acre tract, same being the common line of said Tract 7 and a 5.63 acre tract being Tract 6, said subdivision, described in conveyance to Edward E. Minter, III and Hyon C. Minter of record in Volume 7142, Page 72, Official Public Records of Bexar County, Texas, for the West corner of this easement tract;

20' Wide Temporary Construction Easement (0.1427 Acres) Page 2 of 2

**THENCE** N 60°31'50" E, 29.04 feet along with said common line of said Tracts 6 and 7 to a point at the West corner of said 30 foot Utility Easement for the North corner of this easement tract;

**THENCE** S 75°56'10" E, 161.22 feet to a point and S 69°45'09" E, 148.67 feet across said 4.81 acre tract and said Tract 7, and with the Southwest line of said 30 foot Utility Easement to the **POINT OF BEGINNING**, and containing 0.1427 acres of land, more or less.

*S. B. Shrestha*

S.B. 'David' Shrestha, R.P.L.S. #5920  
Texas Engineering & Surveying, Inc.  
Job No. 22215800  
August 11, 2022



**File Information**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 10/5/2022 10:08 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk