

Response to Document Request

Date: 4/29/26

Property: 117 Emerald HL

Hailee Pratt requested that it be furnished with the following documents concerning the property located at 117 Emerald HL

Vesting Deed (not including probates, divorces, or other court proceedings vesting title)

Liens

Restrictions

Other:

This response to Recipient's request (this "Response") is provided to Recipient by First American Title Insurance Company ("First American") and includes the attached documents (the "Documents"). This Response is furnished on and subject to the following terms, conditions, limitations, and disclaimers:

1. **IMPORTANT – READ CAREFULLY:** THIS RESPONSE IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS RESPONSE IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF RECIPIENT, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS RESPONSE MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE RESPONSE IS COMPLETE OR FREE FROM ERROR. THIS RESPONSE IS PROVIDED AS-IS AND WITH ALL FAULTS. FIRST AMERICAN DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR FURNISHING THIS RESPONSE, RECIPIENT RELEASES FIRST AMERICAN FROM ANY AND ALL LIABILITY (INCLUDING MATTERS ARISING FROM FIRST AMERICAN'S OWN NEGLIGENCE) FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE, INCOMPLETE OR INSUFFICIENT DOCUMENTS OR NEGLIGENCE IN PREPARING THIS RESPONSE, OR CONCERNING OR REGARDING THE OWNERSHIP, NATURE, CONDITION OR DESCRIPTION OF OR TITLE TO ANY PROPERTY, OR RESULTING FROM ANY FAILURE TO FURNISH ANY DOCUMENTS RESPONSIVE TO RECIPIENT'S REQUEST. FIRST AMERICAN WOULD NOT HAVE PROVIDED THIS RESPONSE AND DOCUMENTS BUT FOR THE DISCLAIMERS, RELEASE AND LIMITATION OF LIABILITY IN THIS RESPONSE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE RESPONSE.

2. First American's search was limited and it has not conducted a detailed search as it would if it were issuing a title commitment, binder or policy. In addition, First American's records are certified through a date earlier than the date of the search, and documents recorded after that certification date may not be included.

3. First American does not give or express any representation, warranty or opinion as to (a) ownership of the Property or the validity of the title to the Property, (b) the enforceability, validity or effect of any Documents, or whether or how they affect the Property, (c) the enforceability, validity or effect of any other documents, (c) the existence or non-existence of any other documents affecting the Property or that may otherwise be responsive to Recipient's request, (e) the completeness, sufficiency or accuracy of any Property description or whether the Documents furnished concern the Property and/or persons Recipient is looking for, (f) whether the party executing any Document or other document had the power, authority or capacity to do so or whether the Grantor of any deed or deed of trust had title to the Property, or (g) the existence or non-existence of any liens or encumbrances not included as part of the Documents. **There may be documents responsive to Recipient's request that were not furnished.**

4. It is Recipient's sole responsibility to determine whether the Documents are sufficient for Recipient's intended purpose and whether it is appropriate for Recipient to conduct further investigation as to any matter.

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.

SPECIAL WARRANTY DEED

Date: April 29 2014

Grantor: Dorothy Scott Gallagher, a widow
2900 Tam O'Shanter Lane
Richardson, Texas 75080
Dallas County

Grantee: Larry Allen Gallagher
117 Emerald Hills
Boerne, Texas 78006
Kendall County

Consideration:

Ten dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all of Grantor's interest in that certain tract of land, including all improvements and all manufactured housing thereon, legally described as 5.738 acres, Survey 708, Abstract 262, River Ranch Estates, Kendall County, Texas and being commonly known as 117 Emerald Hills, Boerne, Texas 78006.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: All matters of record validly affecting title to the Property.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

SPECIAL WARRANTY DEED

Page 1 of 2

ORIGINAL

when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Dorothy S. Gallagher
Dorothy Scott Gallagher

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of April, 2014, by Dorothy Scott Gallagher in the capacity and for the purposes therein expressed.



David P. Hendricks
NOTARY PUBLIC

Prepared in the Law Office of David P. Hendricks, Attorney, 7557 Rambler Road, Suite 820 Dallas, Texas 75231, 214-750-0200, without the benefit of a title search.

After Recording, Return to:

Larry Allen Gallagher
117 Emerald Hills
Boerne, Texas 78006

SPECIAL WARRANTY DEED

Page 2 of 2

Doc # 00283865
Vol 1415 Pg 546

Filed & Recorded in:

KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK

05/09/2014 1:42PM

Document Number: 00283865
Total Fees : \$36.00 *pd*

Receipt Number - 45846
By Deputy: Paula Pfeiffer

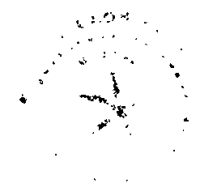
This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Green, Color, Sex or National Origin.

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 Records of Kendall County, Texas on

05/09/2014
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: *PP* Deputy

INTERNAL USE ONLY



State: TX
County: KENDALL - TITLE
Description: PLAT_MAP UR.4

Status: Not Online

**This document is not available online.
Submit a Discrepancy request and Datatree will attempt to fulfill request from media library.**

INTERNAL USE ONLY

481 072

THE STATE OF TEXAS
COUNTY OF KENDALL

KNOW ALL MEN BY THESE PRESENTS:

109448

That River Ranch Estates Homeowners Association, represented by its President, Errad Fawcett, being the owner of a 1.701 acre, more or less, tract of land, being the same tract as described in Contract of Sale recorded in Volume 335, Page 350, Kendall County Official Records does hereby declare such property bound by the hereinafter set out restrictions and covenants and agrees that said purchasers and subsequent owners of said lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for two years from the date that these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source of water for a potable water system ceases.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Such restrictions are as follows, to wit:

1. Sanitation control upon all of area of land of said 1.701 acre, more or less tract as is included within a 100 foot radius of a proposed deep water well located S 37°58'57" E 75.36 feet from an existing iron pin at the northeast corner of the above referenced 1.701 acre tract, and specifically prohibiting the construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land.
2. Tile or concrete sanitary sewers, sewer appurtenances, septic tanks and storm sewers are specifically prohibited within a 50 foot radius of the deep water well described and located above.
3. This sanitation control permits the construction of homes or buildings upon same, provided, however, that all underground petrochemical storage tanks, stock

INTERNAL USE ONLY

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pens, feed lots, privies, tile or concrete sanitation sewers, cesspools, septic tanks, storm sewers, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited within the designated distances.

4. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 Feet. of the proposed well.

IN WITNESS WHEREOF the said owners have executed this 25 day of April

19 96



River Ranch Estates Homeowners Association
Errad Fawcett, President

ATTEST

M. Anne King
M. Anne King, Secretary

THE STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, the undersigned authority, on this day personally appeared Errad Fawcett and M. Anne King known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of April 1996.

Lisa Parker
Notary Public in and for the State of Texas



INTERNAL USE ONLY

8:0481/1074

FILED FOR RECORD
96 APR 26 PM 2:12

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

BY PP
Edgar Schwary

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 stamp-
ed hereon by me, and was duly RECORDED, in the
Official Records of Kendall County, Texas on

MAY 02 1993



Darlene Herrin
County Clerk
Kendall County, Texas

BY PP

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481 075

THE STATE OF TEXAS
COUNTY OF KENDALL

109449

KNOW ALL MEN BY THESE PRESENTS:

That William E. King and M. Anne King being the owners of a 1.731 acre, more or less, tract of land, being the same tract as described deed recorded in Volume 372, Page 184, Kendall County Official Records do hereby declare such property bound by the hereinafter set out restrictions and covenants and agrees that said purchasers and subsequent owners of said lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for two years from the date that these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source of water for a potable water system ceases.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Such restrictions are as follows, to wit:

1. Sanitation control upon all of area of land of said 1.731 acre, more or less tract as is included within a 100 foot radius of a proposed deep water well located S 52°47' 17" E 80.01 feet from an existing iron pin at the northwest corner of the above referenced 1.731 acre tract, and specifically prohibiting the construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land.
2. Tile or concrete sanitary sewers, sewer appurtenances, septic tanks and storm sewers are specifically prohibited within a 50 foot radius of the deep water well described and located above.
3. This sanitation control permits the construction of homes or buildings upon same, provided, however, that all underground petrochemical storage tanks, stock pens, feed lots, privies, tile or concrete sanitation sewers, cesspools, septic

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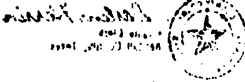
tanks, storm sewers, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited within the designated distances.

4. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

NOTARY PUBLIC STATE OF TEXAS

IN WITNESS WHEREOF the said owners have executed this 25 day of April

25 1996



William E. King
William E. King

M. Anne King
M. Anne King

THE STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, the undersigned authority, on this day personally appeared William E. King and M. Anne King known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of April 1996.

Lisa Parker
Notary Public in and for the
State of Texas



INTERNAL USE ONLY

070481 / 1077

FILED FOR RECORD
96 APR 26 PM 2: 12

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

BY PP
Edgar Schuery

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 stamp-
ed hereon by me, and was duly RECORDED, in the
Official Records of Kendall County, Texas on:

MAY 02 1996



Darlene Herrin
County Clerk
Kendall County, Texas

BY PP

INTERNAL USE ONLY

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UTILITY EASEMENT
AND
COVENANT OF ACCESS

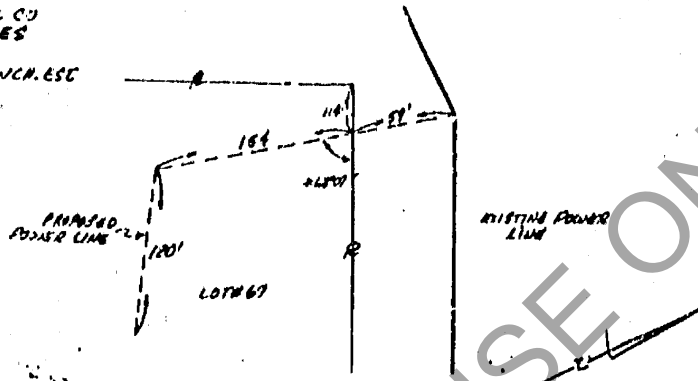
W.O. 32925

STATE OF TEXAS
COUNTY OF BANDERA

KNOW ALL MEN BY THESE PRESENTS
095492

That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor:

KENDALL CO
5.7 ACRES
LOT # 67
RIVER RANCH, E.S.C.



The right-of-way, easement, rights, and privileges herein granted shall be used for the purpose of providing electric service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmissions or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum.

Notary Public
State of Texas
My Comm. Expires
[Signature]
[Circular Notary Seal]

419 1779

Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of the utilities. The easement area and all improvements within it shall be maintained by the owner of the land except for those facilities for which an authority or the utility company is responsible.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS My HAND this 20th day of April, A.D., 1994.

William J Wallace
William J Wallace

THE STATE OF TEXAS
COUNTY OF Baldwin

BEFORE ME, the undersigned authority, on this day personally appeared William J. Wallace, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of April, 1994.

A. Matthew Wendle
Notary Public in and for
County, Texas



Printed or Stamped Name of Notary

My Commission Expires: 3
COUNTY OF BENDALL

I hereby certify that this instrument was FILED in File Number 95492 on the date and at the time stamped above by me and was duly RECORDED in the Official Records of Kendall County, Texas on

APR 21 1994



Barbara Kessie
County Clerk
Kendall County, Texas

FILED FOR RECORD
20 APR 18 AM 10:19
CAROLINE MERRIN
COUNTY CLERK, KENDALL COUNTY

1779