

AN ORDINANCE **2017-03-09-0155**

AUTHORIZING THE CLOSURE, VACATION, AND ABANDONMENT OF 2.740 ACRES OF UNIMPROVED PORTIONS OF BLACKBERRY DRIVE AND LEALAND DRIVE IN COUNCIL DISTRICT 7 AS REQUESTED BY CALIBURN CAPITAL FOR A FEE OF \$120,678.00.

* * * * *

WHEREAS, Caliburn Capital (“Petitioner”) owns or has agreement from the owners abutting the property surrounding the proposed closures; and

WHEREAS, the public right-of-ways were platted, but never developed; and

WHEREAS, if approved, the right-of-way area will be incorporated into the development of multi-family housing; and

WHEREAS, this portion of street is surplus to City of San Antonio needs and such closure will alleviate the City of San Antonio from maintenance and other costs; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. As an exercise of its discretion, the City Council authorizes the closure, vacation, and abandonment of the right of way segment (“Right of Way Segment”) identified in Section 2 of this Ordinance. The City Manager or her designee, severally, are authorized and directed to execute and deliver all necessary documents and to do all other things conducive to effectuate this closure, abandonment, and vacation.

SECTION 2. Maps and pictures of the Right of Way Segment are set forth on **Attachment I**. The detailed description of the Right of Way Segment is set forth on **Attachment II**. Both Attachments I and II are incorporated into this ordinance for all purposes as if they were fully set forth. Attachment II controls over any discrepancy between it and Attachment I.

SECTION 3. The properties abutting the Right-of-Way Segment are:

Address:	Description:	Owner Listed by Bexar Appraisal District :
CRYSTAL RUN	NCB 18102 PT OF LTS 1 THRU 3 & LT 4 BLK 12 & P 100(.3444) NCB 18099 PT OF LOTS 2, 3,4	ITHACA INVESTMENTS L P
WURZBACH RD	NCB 18100 BK 10 LOT 1-5, NE IRR 72.05 OF 6,NCB 18103 BK 13 LOT 2-5,N PT OF 6, & P100	ITHACA INVESTMENTS L P
BLACKBERRY DR	NCB 18106 BLK 16 LOT 8	CALIBURN CAPITAL LLC
WURZBACH RD	NCB 18106 BLK 16 LOT N IRR 253.09 FT OF 1 & 2, ALL OF 9,10,11 & 12	ITHACA INVESTMENTS L P

LEALAND	NCB 18105 BLK 15 LOT 2 THRU 8	ITHACA INVESTMENTS L P
BLACKBERRY DR	NCB 18106 BLK 16 LOT 7	CALIBURN CAPITAL LLC
LEALAND	NCB 18105 BLK 15 LOT 1	CALIBURN CAPITAL LLC
LEALAND	NCB 18103 BLK 13 LOT 1	COVEY PAUL
LEALAND	NCB 18102 BLK 12 LOT 5	COVEY PAUL
WURZBACH RD	NCB 18100 BK 10 LT S PT OF 6 NCB 18108 BK 13 LT S PT OF 6 NCB18106 BK16 S PT 1&2,P100A	STATE OF TEXAS

The listing above is made solely to facilitate indexing of this Ordinance in the real property records. If the listing is inaccurate or not comprehensive, it does not affect the validity of the closure.

SECTION 4. Reservation of Utility Rights. All presently existing water, recycled water and wastewater lines and facilities, electric transmission and distribution poles, lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and facilities, if any, may remain in place despite this Ordinance and may continue to be accessed, used, repaired, enlarged, upgraded, replaced (and realigned within the Right-of-Way segment) and maintained in the ordinary course of business. Any person wanting removal or relocation of an existing utility pole, line or facility must negotiate separately with the pertinent utility. Any person building on the Right-of-Way Segment without first reaching an agreement with a utility having poles, lines or facilities in the segment does so at his own risk. After the date of this Ordinance, other than replacement of an existing pole, line or facility, no utility may add additional utility poles, lines or facilities in the Right-of-Way Segment based on a claim that the Right-of-Way Segment is public right of way. This closure does not give up any right arising other than from the plat or other instrument creating the public street or alley right of way. Neither does this Ordinance create new easement rights.

SECTION 5. Reservation of Drainage Easement. It is a condition of the closure, which Petitioner has agreed to, that the City retains for itself, and exempts from closure, a drainage easement coterminus with the Right-of-Way Segment area until such area is replatted to address drainage as part of an approved and recorded plat per Chapter 35 of the City Code. After such replat has been approved and recorded, the City Manager or her designee may issue a release of this easement. All presently existing drainage facilities if any, may remain in place despite this Ordinance and may continue to be accessed, used, repaired, enlarged, upgraded, replaced (and realigned within the Right-of-Way segment) and maintained in the ordinary course of City business. New drainage facilities may be added until the easement is released.

SECTION 6. The closure shall not be authorized until the following conditions have been met:

1. Underlying fee owners of the Right of Way Segment must provide an ingress and egress access easement to maintain compliance with Chapter 35 of the City Code, the Unified Development Code, in substantially the same form as shown in **Attachment III**.

If the City Manager finds that each of the conditions listed in this Ordinance have been satisfied, the City Manager or her designee is authorized and directed to execute and deliver a recordable certificate of closure reflecting this ordinance and closing, vacating and abandoning the Right of Way Segment. The City Manager or her designee, severally, are further authorized and directed to execute and deliver all necessary documents, including releases of temporary easements approved to form by the City Attorney's Office, and to do all other things conducive to effect this closure, abandonment, and vacation

SECTION 7. The Right-of-Way Segment exists by easement. The underlying fee ownership of the Right-of-Way Segment by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned. For purposes of future conveyance and to better reflect their ownership generally, owners of the fee underlying the Right-of-Way Segment should replat. No such replat impairs the rights retained by City above, unless in the course of replatting, the owner, at its own expense, otherwise provides for those rights according to platting rules of general applicability.


SECTION 8. Petitioner shall pay \$120,678.00 to the City of San Antonio. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 223000000253 and General Ledger 4903101.

SECTION 9. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.


SECTION 10. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 11. This Ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 9th day of March, 2017.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vadek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	14 (in consent vote: 7, 8, 9, 10, 11, 13, 14, 15, 16, 18, 21, 23, 25A, 25B)						
Date:	03/09/2017						
Time:	09:47:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the closure, vacation and abandonment of a 2.740 acre unimproved portion of Blackberry Drive and Lealand Drive public right-of-ways in Council District 7 for a fee of \$120,678.00 as requested by Caliburn Capital. [Peter Zaroni, Deputy City Manager, Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I



Proposed Right-of-Way Closures – 2,741 unimproved portions of Blackberry Drive and Leiland Drive

Attachment II

TX LANDMARK SURVEYING

26254 IH 10 West, Suite 105 | Boerne, TX 78006 | 830.428.0290
TBPLS Firm No. 10164600

FIELD NOTES FOR 2.740 ACRES (119,384 SQFT) OF LAND LEALAND DRIVE ROW TO BE ABANDONED AND BLACKBERRY DRIVE ROW TO BE ABANDONED

BEING 2.740 acres (119,384 sqft) of land comprised of a portion of LEALAND DRIVE (50' ROW) as shown on the plat of ROLLINGWOOD ESTATES, UNIT 3, recorded in Volume 2805, Page 2, Deed and Plat Records of Bexar County, Texas, (DPRBCT), which lies between the northwestern ROW of WURZBACH ROAD and 1 foot southeast of the southeastern boundary of the CRYSTAL HILLS SUBDIVISION, UNIT 6, recorded in Volume 9558, Pages 145 and 146, DPRBCT, and a portion of BLACKBERRY DRIVE (60' ROW) as shown on said plat of ROLLINGWOOD ESTATES, UNIT 3 and as shown on the plat of ROLLINGWOOD ESTATES, UNIT 2, recorded in Volume 2575, Page 295, DPRBCT, which lies between the northeastern ROW of KIMBALL DRIVE as shown on said plat of ROLLINGWOOD ESTATES, UNIT 3, and the southwestern ROW of CRYSTAL RUN (future 60' public ROW), said 2.740 acres being more particularly described by metes and bounds as follows:

- BEGINNING** at a found 3" aluminum Texas DOT monument for a southern corner of this tract, the easternmost corner of the remaining portion of LOT 1, BLOCK 16, NCB 18106, of said ROLLINGWOOD ESTATES, UNIT 3, on the northwestern ROW of WURZBACH ROAD (variable width ROW), from which a found 3" aluminum Texas DOT monument on the southeastern boundary of the remaining portion of LOT 6, BLOCK 13, NCB 18103, of said ROLLINGWOOD ESTATES, the northwestern ROW of said WURZBACH ROAD which bears North 43°54'36" East for 235.57 feet for reference;
- THENCE** North 46°06'19" West for 541.98 feet along a southwestern boundary of this tract, the northeastern boundary of BLOCK 16, NCB 18106, of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the northernmost corner of said BLOCK 16;
- THENCE** South 43°57'19" West for 650.21 feet along a southeastern boundary of this tract, the northwestern boundary of BLOCK 16, NCB 18106, of said ROLLINGWOOD ESTATES, UNIT 3, to a point for a southern corner of this tract, the westernmost corner of said BLOCK 16, at the intersection of the southeastern ROW of BLACKBERRY DRIVE and the northeastern ROW of KIMBALL DRIVE (50' ROW);
- THENCE** North 46°06'16" West for 59.47 feet along a southwestern boundary of this tract, the northeastern ROW of KIMBALL, to a point for the westernmost corner of this tract, the southernmost corner of BLOCK 15, NCB 18105, of said ROLLINGWOOD ESTATES, UNIT 3, at the intersection of the northwestern ROW of BLACKBERRY DRIVE and the northeastern ROW of KIMBALL DRIVE;
- THENCE** North 43°53'10" East for 650.24 feet along a northwestern boundary of this tract, the southwestern boundary of said BLOCK 15, NCB 18105 of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the easternmost corner of said BLOCK 15, at the intersection of the northwestern ROW of BLACKBERRY DRIVE and the southwestern ROW of LEALAND DRIVE;
- THENCE** North 46°06'45" West for 516.52 feet along a southwestern boundary of this tract, the northeastern boundary of BLOCK 15, NCB 18105, of said ROLLINGWOOD ESTATES, UNIT 3, to a point for a northwestern corner of this tract, being 1 foot southeast of the southeast boundary of BLOCK 12, NCB 18089, CRYSTAL HILLS SUBDIVISION, UNIT 6, recorded in Volume 9558, Pages 145 - 146, DPRBCT;

THENCE North 48°18'47" East for 50.21 feet along a northwestern boundary of this tract, 1 foot southeast of and parallel with the southeast boundary of BLOCK 12, NCB 18089, of said CRYSTAL HILLS SUBDIVISION, UNIT 6, to a point for the northernmost corner of this tract on the southwestern boundary of BLOCK 12, NCB 18102, of said ROLLINGWOOD ESTATES, UNIT 3, recorded in Volume 2805, Page 2, DPRBCT;

THENCE South 46°06'34" East for 512.67 feet along a northeastern boundary of this tract, the southwestern boundary of BLOCK 12, NCB 18102, of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the southernmost corner of said BLOCK 12, NCB 18102, of said ROLLINGWOOD ESTATES, UNIT 3, recorded in Volume 2805, Page 2, DPRBCT;

THENCE North 43°52'10" East for 392.91 feet along a northwestern boundary of this tract, the southeastern boundary of said BLOCK 12, NCB 18102 and the southeastern boundary of BLOCK 9, NCB 18099 of ROLLINGWOOD ESTATES, UNIT 2 recorded in Volume 2575, Page 295, DPRBCT, to a set 1/2" rebar with plastic cap stamped "TXLMS.COM RPLS #6002" for a northwestern corner of this tract on the southwestern ROW of said CRYSTAL RUN;

THENCE Easterly for 67.25 feet along a curve to the right (R=670.00', Δ=05°45'03", CB=South 72°40'22" East, CH=67.22) along a northeastern boundary of this tract, the southwestern ROW of said CRYSTAL RUN to a set 1/2" rebar with plastic cap stamped "TXLMS.COM RPLS #6002" for a northeastern corner of this tract on the northwestern boundary of BLOCK 10, NCB 18100, of said ROLLINGWOOD ESTATES, UNIT 2;

THENCE South 43°51'30" West for 423.04 feet along a southeastern boundary of this tract, the northwestern boundary of BLOCK 10, NCB 18100 of said ROLLINGWOOD ESTATES, UNIT 2, the northwestern boundary of BLOCK 13, NCB 18103 of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the westernmost corner of said BLOCK 13;

THENCE South 46°06'19" East for 542.01 feet along a northeastern boundary of this tract, the southwestern boundary of BLOCK 13, NCB 18103, of said ROLLINGWOOD ESTATES, UNIT 3, to a point for the easternmost corner of this tract, the southernmost corner of the remaining portion of LOT 6 of said BLOCK 13, on the northwestern ROW of WURZBACH ROAD;

THENCE South 43°54'36" West for 50.00 feet along a southeastern boundary of this tract, the northwestern ROW of WURZBACH ROAD, to the **POINT OF BEGINNING**.

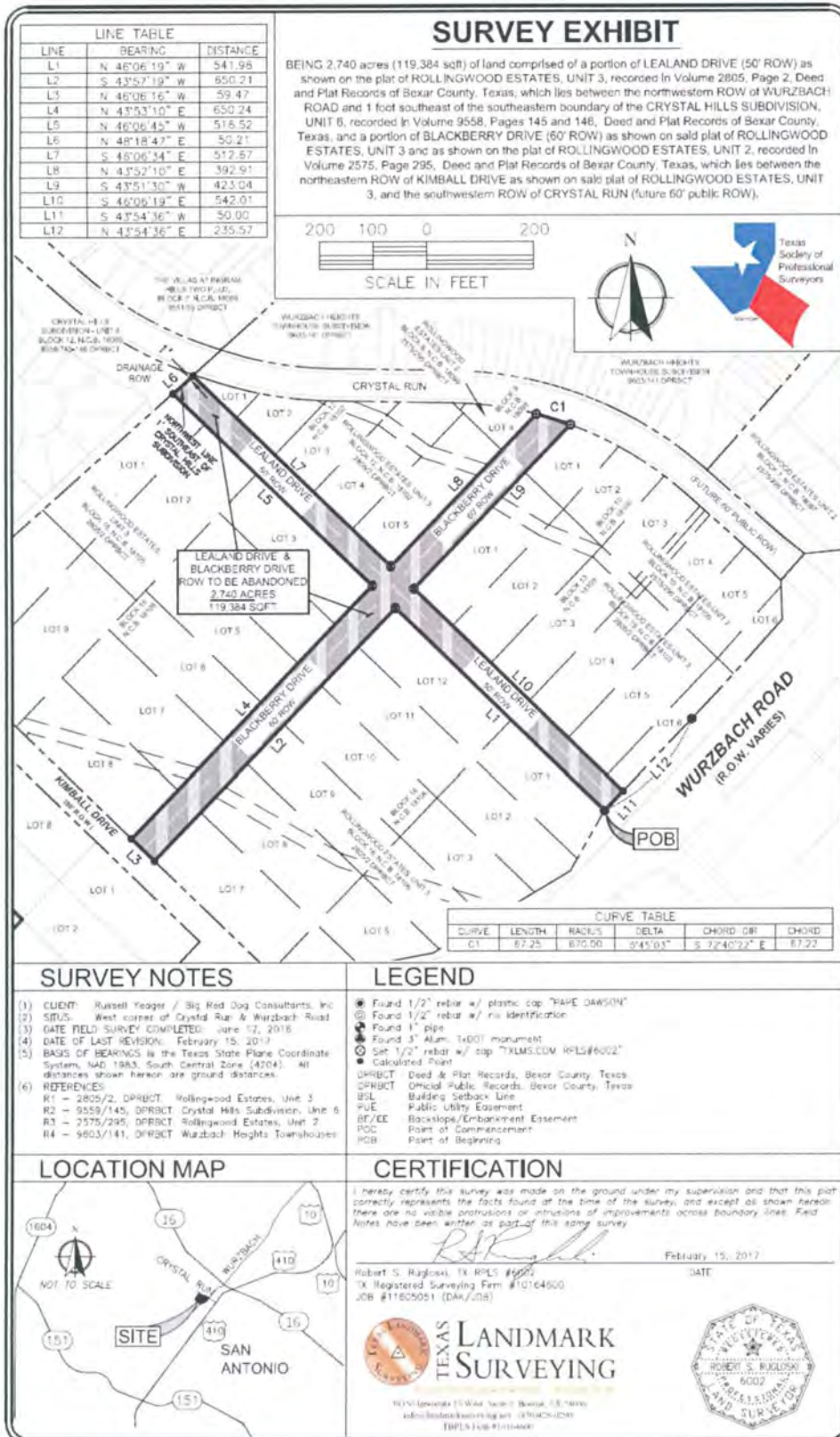
CONTAINING: 2.740 acres (119,384 sqft) of land.



The Basis of Bearings is Texas State Plane Coordinate System, South Central Zone, NAD 1983. This description was based on a survey made on the ground under my supervision completed on June 12, 2016 from which an exhibit was prepared.

A handwritten signature in black ink, appearing to read "R. S. Rugloski".

Robert S. Rugloski, RPLS #6002
Job #11605051 (DAK/BA) | February 15, 2017



Attachment III

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

PUBLIC ACCESS EASEMENT

Effective Date: Effective date of Ordinance No. _____

Grantor:

Grantor's Mailing Address:

Grantee: CITY OF SAN ANTONIO

Grantee's Mailing Address: CITY OF SAN ANTONIO,
Attn: TCI Real Estate Division
PO Box 839966,
San Antonio, Texas 78283

Easement Property: See Attached **Exhibit A.**

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress and egress along that portion of the Easement Property and all other associated rights as if such portion were a platted public alley in conformance with Chapter 35 of the City Code, San Antonio (Unified Development Code).

Consideration: 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 by Grantor.

Ordinance:

Reservations from Conveyance: None.

Exceptions to Warranty: None.

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 heirs, successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the general public, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors and assigns. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent such claim arises by, through, or under Grantor but not otherwise.

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

1. *Character of Easements.* The Easement is exclusive and irrevocable subject to the duration in subsection 2, and for the benefit and use of the general public for ingress and egress along the Easement Property.

2. *Duration of Easement.* The duration of the Easement shall be the period commencing on the Effective Date and automatically expiring upon the recordation of an approved subdivision plat (or replat) covering the Easement Property and providing access in compliance with Chapter 35 of the City Code (Unified Development Code).

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs 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 Grantee for the Easement Purposes. Grantor shall not grant any additional easements, licenses, permits, or other interest that may affect the rights of Grantee unless agreed to in writing by Grantee.

4. *Improvement and Maintenance of Easement Property.* Maintenance of the Easement Property shall be the sole expense of Grantor. Grantee has the right to eliminate any encroachments into the Easement Property. Grantor must maintain the Easement Property in a neat and clean condition. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to continue the purposes of this easement.

5. *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.

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

7. *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.

8. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. *Waiver of Default.* It is not a waiver 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.

10. *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.

11. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. Grantor represents that (i) it owns the property over which this easement is granted and (ii) it is a Texas corporation, duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to grant this easement to Grantee. There are no representations, agreements, warranties, or promises other than those in this agreement and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

12. *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 this 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.

13. *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.

14. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holidays, the date for performance will be the next following regular business day.

GRANTOR:

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this the ____ day of _____, 2017, by _____, as the _____, a _____, on behalf of said _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A

TX LANDMARK SURVEYING

26254 IH 10 West, Suite 105 | Boerne, TX 78006 | 830.428.0290
TBPLS Firm No. 10164600

FIELD NOTES FOR 2.740 ACRES (119,384 SQFT) OF LAND LEALAND DRIVE ROW TO BE ABANDONED AND BLACKBERRY DRIVE ROW TO BE ABANDONED

BEING 2.740 acres (119,384 sqft) of land comprised of a portion of LEALAND DRIVE (50' ROW) as shown on the plat of ROLLINGWOOD ESTATES, UNIT 3, recorded in Volume 2805, Page 2, Deed and Plat Records of Bexar County, Texas, (DPRBCT), which lies between the northwestern ROW of WURZBACH ROAD and 1 foot southeast of the southeastern boundary of the CRYSTAL HILLS SUBDIVISION, UNIT 6, recorded in Volume 9558, Pages 145 and 146, DPRBCT, and a portion of BLACKBERRY DRIVE (60' ROW) as shown on said plat of ROLLINGWOOD ESTATES, UNIT 3 and as shown on the plat of ROLLINGWOOD ESTATES, UNIT 2, recorded in Volume 2575, Page 295, DPRBCT, which lies between the northeastern ROW of KIMBALL DRIVE as shown on said plat of ROLLINGWOOD ESTATES, UNIT 3, and the southwestern ROW of CRYSTAL RUN (future 60' public ROW), said 2.740 acres being more particularly described by metes and bounds as follows:

BEGINNING at a found 3" aluminum Texas DOT monument for a southern corner of this tract, the easternmost corner of the remaining portion of LOT 1, BLOCK 16, NCB 18106, of said ROLLINGWOOD ESTATES, UNIT 3, on the northwestern ROW of WURZBACH ROAD (variable width ROW), from which a found 3" aluminum Texas DOT monument on the southeastern boundary of the remaining portion of LOT 6, BLOCK 13, NCB 18103, of said ROLLINGWOOD ESTATES, the northwestern ROW of said WURZBACH ROAD which bears North 43°54'36" East for 235.57 feet for reference;

THENCE North 46°06'19" West for 541.98 feet along a southwestern boundary of this tract, the northeastern boundary of BLOCK 16, NCB 18106, of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the northernmost corner of said BLOCK 16;

THENCE South 43°57'19" West for 650.21 feet along a southeastern boundary of this tract, the northwestern boundary of BLOCK 16, NCB 18106, of said ROLLINGWOOD ESTATES, UNIT 3, to a point for a southern corner of this tract, the westernmost corner of said BLOCK 16, at the intersection of the southeastern ROW of BLACKBERRY DRIVE and the northeastern ROW of KIMBALL DRIVE (50' ROW);

THENCE North 46°06'16" West for 59.47 feet along a southwestern boundary of this tract, the northeastern ROW of KIMBALL, to a point for the westernmost corner of this tract, the southernmost corner of BLOCK 15, NCB 18105, of said ROLLINGWOOD ESTATES, UNIT 3, at the intersection of the northwestern ROW of BLACKBERRY DRIVE and the northeastern ROW of KIMBALL DRIVE;

THENCE North 43°53'10" East for 650.24 feet along a northwestern boundary of this tract, the southwestern boundary of said BLOCK 15, NCB 18105 of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the easternmost corner of said BLOCK 15, at the intersection of the northwestern ROW of BLACKBERRY DRIVE and the southwestern ROW of LEALAND DRIVE;

THENCE North 46°06'45" West for 516.52 feet along a southwestern boundary of this tract, the northeastern boundary of BLOCK 15, NCB 18105, of said ROLLINGWOOD ESTATES, UNIT 3, to a point for a northwestern corner of this tract, being 1 foot southeast of the southeast boundary of BLOCK 12, NCB 18089, CRYSTAL HILLS SUBDIVISION, UNIT 6, recorded in Volume 9558, Pages 145 - 146, DPRBCT;

THENCE North 48°18'47" East for 50.21 feet along a northwestern boundary of this tract, 1 foot southeast of and parallel with the southeast boundary of BLOCK 12, NCB 18089, of said CRYSTAL HILLS SUBDIVISION, UNIT 6, to a point for the northernmost corner of this tract on the southwestern boundary of BLOCK 12, NCB 18102, of said ROLLINGWOOD ESTATES, UNIT 3, recorded in Volume 2805, Page 2, DPRBCT;

THENCE South 46°06'34" East for 512.67 feet along a northeastern boundary of this tract, the southwestern boundary of BLOCK 12, NCB 18102, of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the southernmost corner of said BLOCK 12, NCB 18102, of said ROLLINGWOOD ESTATES, UNIT 3, recorded in Volume 2805, Page 2, DPRBCT;

THENCE North 43°52'10" East for 392.91 feet along a northwestern boundary of this tract, the southeastern boundary of said BLOCK 12, NCB 18102 and the southeastern boundary of BLOCK 9, NCB 18099 of ROLLINGWOOD ESTATES, UNIT 2 recorded in Volume 2575, Page 295, DPRBCT, to a set 1/2" rebar with plastic cap stamped "TXLMS.COM RPLS #6002" for a northwestern corner of this tract on the southwestern ROW of said CRYSTAL RUN;

THENCE Easterly for 67.25 feet along a curve to the right (R=670.00', $\Delta=05^{\circ}45'03"$, CB=South 72°40'22" East, CH=67.22) along a northeastern boundary of this tract, the southwestern ROW of said CRYSTAL RUN to a set 1/2" rebar with plastic cap stamped "TXLMS.COM RPLS #6002" for a northeastern corner of this tract on the northwestern boundary of BLOCK 10, NCB 18100, of said ROLLINGWOOD ESTATES, UNIT 2;

THENCE South 43°51'30" West for 423.04 feet along a southeastern boundary of this tract, the northwestern boundary of BLOCK 10, NCB 18100 of said ROLLINGWOOD ESTATES, UNIT 2, the northwestern boundary of BLOCK 13, NCB 18103 of said ROLLINGWOOD ESTATES, UNIT 3, to a found 1" pipe for an interior corner of this tract, the westernmost corner of said BLOCK 13;

THENCE South 46°06'19" East for 542.01 feet along a northeastern boundary of this tract, the southwestern boundary of BLOCK 13, NCB 18103, of said ROLLINGWOOD ESTATES, UNIT 3, to a point for the easternmost corner of this tract, the southernmost corner of the remaining portion of LOT 6 of said BLOCK 13, on the northwestern ROW of WURZBACH ROAD;

THENCE South 43°54'36" West for 50.00 feet along a southeastern boundary of this tract, the northwestern ROW of WURZBACH ROAD, to the **POINT OF BEGINNING**.

CONTAINING: 2.740 acres (119,384 sqft) of land.



The Basis of Bearings is Texas State Plane Coordinate System, South Central Zone, NAD 1983. This description was based on a survey made on the ground under my supervision completed on June 12, 2016 from which an exhibit was prepared.

A handwritten signature in black ink, appearing to read "R. S. Rugloski".

Robert S. Rugloski, RPLS #6002
Job #11605051 (DAK/BA) | February 15, 2017

