

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED  
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

**AN ORDINANCE**

**AUTHORIZING THE CLOSURE, VACATION, AND ABANDONMENT  
OF AN APPROXIMATELY 0.0489 ACRE PORTION OF PUBLIC RIGHT  
OF WAY LOCATED BETWEEN NORTH NEW BRAUNFELS AND  
BREEZEWOOD DRIVE IN COUNCIL DISTRICT 10, AS REQUESTED  
BY EVC ALAMO HEIGHTS LP FOR A FEE OF \$11,800.00.**

\* \* \* \* \*

**WHEREAS**, EVC Alamo Heights LP (Petitioner), is requesting the closure, vacation and abandonment of an alley portion of Public Right of Way located between North New Braunfels Avenue and Breezewood Drive; and

**WHEREAS**, Petitioner plans to demolish the old building on its abutting property at 6514 North New Braunfels Avenue and construct a new building for a Natural Grocers Store; 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.** Subject to the reservation below, 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. A condition of the closure, vacation, and abandonment is City’s receipt of the fee set out below in the funding section of this Ordinance, and any conditions or reservations listed in Sections 4 and 5.

**SECTION 2.** The detailed description of the Right of Way Segment is set forth on **Attachment I**. Maps and pictures of the Right of Way Segment are 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 I controls over any discrepancy between it and Attachment II.

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

Address:	Description:	Owner Listed by Bexar Appraisal District:
6514 N. New Braunfels Ave.	NCB 12693 Blk Lot 7 & S 25 Ft. of 6	EVC Alamo Heights LP
6510 N. New Braunfels Ave.	NCB 12693 Blk Lot 1	JBM North New Braunfels Land LLC

The listing above is made solely to facilitate indexing 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.** The closure shall not be authorized until the following conditions have been met:

1. EVC Alamo Heights LP and any other owners of abutting property to the Right of Way Segment must provide an ingress and egress access easement, in substantially the same form as shown in **Attachment III**.

**SECTION 5.** All presently existing water and wastewater lines and facilities, electric transmission and distribution 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 used, repaired, enlarged, and maintained in the ordinary course of business. Any person wanting removal of an existing utility 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 lines or facilities in the segment does so at his own risk. After the date of this Ordinance, no utility may add additional utility lines or facilities in the Right of Way Segment based on a claim that the Right of Way Segment is public right of way. All existing drainage rights in the Right of Way Segment are retained by the City. This closure does not give up any right arising other than from the plat or other instrument creating the public street right of way.

**SECTION 6.** 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 quit claim deeds approved 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 Segments exist by easement. The underlying fee ownership of the Right-of-Way Segments by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned.

**SECTION 8.** Petitioner shall pay \$11,800.00 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 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.



## Attachment I

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### FIELD NOTES FOR A 0.0489 OF AN ACRE TRACT

A **0.0489 of an acre** tract of land, situated in the City of San Antonio, Bexar County, Texas and being all of an 18 foot wide alley, New City Block (N.C.B.) 12693, as dedicated to the public and shown on the Vacating and Resubdivision Plat of the Meadowwood Estates Subdivision, Commercial Area, Unit 1, a plat of record in Volume 4600 Page 176 of the Deed and Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING** at found 5/8" iron rod in the east right-of-way line of New Braunfels Avenue, a 75 foot wide right-of-way, for the northwest corner of Lot 1, N.C.B. 12693 of the Meadowwood Estates Commercial Area Unit-1 of record in Volume 4500 Pages 136-137 of the Deed and Plat Records of Bexar County, Texas, for the southwest corner of the 18 foot wide alley and the tract described herein, from which a point of non-tangency of Lot 1 of the Meadowwood Estates Commercial Area Unit-1 bears, S 00° 33' 16" E, a distance of 149.98 feet, from which a found 1/2" iron rod for a called 3 foot monument for the point of non-tangency of Lot 1 bears, S 89° 26' 44" W, a distance of 3.00 feet;

**THENCE:** N 00° 33' 16" W, along and with the east right-of-way line of New Braunfels Avenue and the west line of the 18 foot wide alley, a distance of **18.00 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for the southwest corner of Lot 7, N.C.B. 12693 of the Vacating and Resubdivision Plat of the Meadowwood Estates Subdivision, Commercial Area, Unit 1 Plat, for the northwest corner of the 18 foot wide alley and the tract described herein,

**THENCE:** Departing the east right-of-way line of New Braunfels Avenue and along and with the common line between Lot 7 and the 18 foot wide alley the following two (2) courses:

1. N 89° 36' 41" E, a distance of **105.69 feet** to a found 1/2" iron rod for an interior corner of the tract described herein, and
2. N 44° 34' 58" E, a distance of **14.07 feet** to a found 1/2" iron rod in the west right-of-way line a 28 foot wide alley, N.C.B. 12693 as shown on the Vacating and Resubdivision Plat of the Meadowwood Estates Subdivision, Commercial Area, Unit 1 Plat, for a southeast exterior corner of Lot 7, the northeast corner of the 18 foot wide alley and the tract described herein;

**THENCE:** S 00° 23' 19" E, along and with the common line between the 18 foot wide alley and the 28 foot wide alley, a distance of **27.96 feet** to a point which is located within the limits of an existing power pole, this date surveyed, in the north line of Lot 1, for the southwest corner of the 28 foot wide alley, the southeast corner of the 18 foot wide alley and the tract described herein, from which the southeast corner of the 28 foot wide alley and northeast corner of Lot 1 bears, N 89° 36' 41" E, a distance of 28.00 feet, from which a found 1/2" iron rod bears, S 45° 22' 14" W, a distance of 1.26 feet;

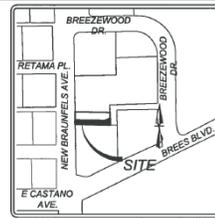
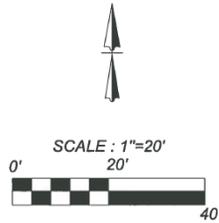
**THENCE: S 89° 36' 41" W**, along and with the common line between the 18 foot wide alley and Lot 1 at a distance of 5.00 feet passing a set ½" iron rod with a pink plastic cap stamped "KFW SURVEYING – REFERNECE POINT" and continuing for a total distance of **115.58 feet** to the **POINT OF BEGINNING** and containing **0.0489 of an acre** or 2,130 square feet, more or less, in the City of San Antonio, Bexar County, Texas and being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.9998300289.

Job No.: 15-074  
Prepared by: KFW Surveying  
Date: November 11, 2015  
File: S:\Draw 2015\15-074 Vitamin Cottage - New Braunfels Ave\DOCS\FN - 0.0489 AC CURTCLAS.DWG



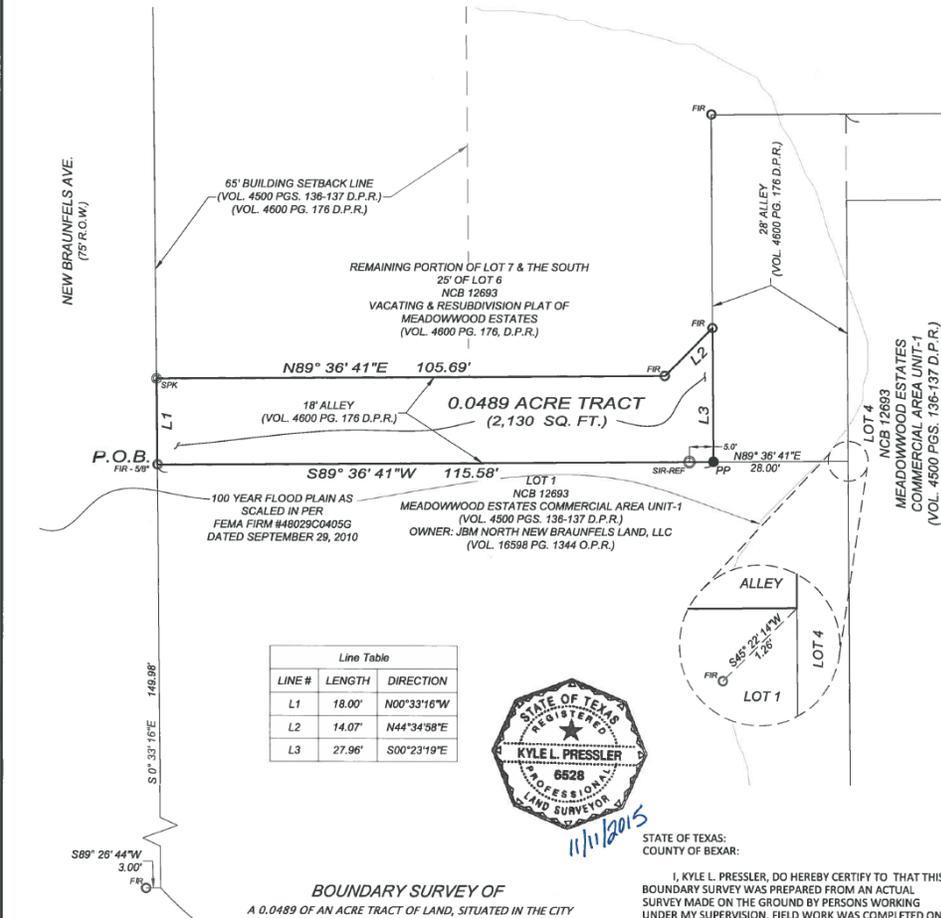
**NOTES**

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.
2. NO TITLE COMMITMENT PROVIDED.
3. SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE THEREFORE NOT ALL EASEMENTS/ENCUMBRANCES MAY BE SHOWN HEREON.
4. PORTION OF THE REFERENCED PROPERTY IS IN ZONE A, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 405 OF 785, COMMUNITY PANEL NO. 48029C0405G, DATED SEPTEMBER 29, 2010.
5. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SAN ANTONIO AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
6. METES AND BOUNDS WERE PREPARED FOR THIS SURVEY.
7. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



**SYMBOL LEGEND**

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR-REF SET 1/2" IRON ROD WITH A PINK CAP STAMPED "KFW SURVEYING - REFERENCE POINT"
- ⊙ SPK SET PK NAIL
- P.O.B. POINT OF BEGINNING
- PP POWER POLE



LINE #	LENGTH	DIRECTION
L1	18.00'	N00°33'16"W
L2	14.07'	N44°34'58"E
L3	27.96'	S00°23'19"E



11/11/2015

STATE OF TEXAS:  
COUNTY OF BEXAR:

I, KYLE L. PRESSLER, DO HEREBY CERTIFY TO THAT THIS BOUNDARY SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION. FIELD WORK WAS COMPLETED ON 7/6/2015.

*Kyle L. Pressler*  
KYLE L. PRESSLER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528  
EMAIL: KPRESSLER@KFPENGINEERS.COM  
DATE OF SURVEY: 7/6/2015  
PROJECT NO.: 15-074

**BOUNDARY SURVEY OF**  
A 0.0489 OF AN ACRE TRACT OF LAND, SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND BEING ALL OF AN 18 FOOT WIDE ALLEY, NEW CITY BLOCK (N.C.B.) 12693, AS DEDICATED TO THE PUBLIC AND SHOWN ON THE VACATING AND RESUBDIVISION PLAT OF THE MEADOWWOOD ESTATES SUBDIVISION, COMMERCIAL AREA, UNIT 1, A PLAT OF RECORD IN VOLUME 4600 PAGE 176 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:  
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING  
17100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-CO ASTON TX 78753  
PHONE: 512-228-6252 FAX: 512-228-6253



ADDRESS: 6514 N. NEW BRAUNFELS AVE.,  
SAN ANTONIO, TEXAS.

REVISIONS	ISSUE DATE
JOB NO: 15-074 DATE: 11/09/2015 DRAWING: KFP	DESIGNER: TAE CHECKED: KFP

SHEET: 1 of 1

Date: Nov 11, 2015 10:10:10 AM  
User: kpressler  
Project: 15-074  
Drawing: 15-074-01  
Title: Boundary Survey - New Braunfels Alley

Attachment II



Attachment III

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**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 ALLEY ACCESS EASEMENT**

**Effective Date:** Effective date of the Ordinance

**Grantor:** EVC Alamo Heights, L.P., by and through  
its General Partner

EVC Texas GP, L.C.,  
a Texas limited liability corporation

**Grantor's Mailing Address:** c/o Patrick W. Christensen, Atty.  
310 S. St. Mary's, Suite 1900  
San Antonio, TX 78205

**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, 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 first of either (i) recordation of an approved subdivision plat (or replat) covering the easement area and providing access in compliance with Chapter 35 of the City Code (Unified Development Code) or (ii) if the Easement Property once again becomes public right-of-way pursuant to the terms of the Ordinance.

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. During the term of this Easement, Grantor has the right to develop the easement Property in accordance with a City of San Antonio approved replat of said property. 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. On written request by Grantee, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the easement Property.

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:**

**EVC Alamo Heights, L.P., by and through  
its General Partner**

**EVC Texas GP, L.C.,  
a Texas limited liability corporation**

By: \_\_\_\_\_  
Luke Spellmeier, Manager

THE STATE OF TEXAS   §  
  §  
COUNTY OF BEXAR   §

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as the Manager of EVC Texas GP, L.C., a Texas limited liability corporation, on behalf of said corporation.

Witness my hand and official seal.

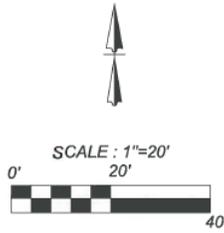
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# EXHIBIT "A"

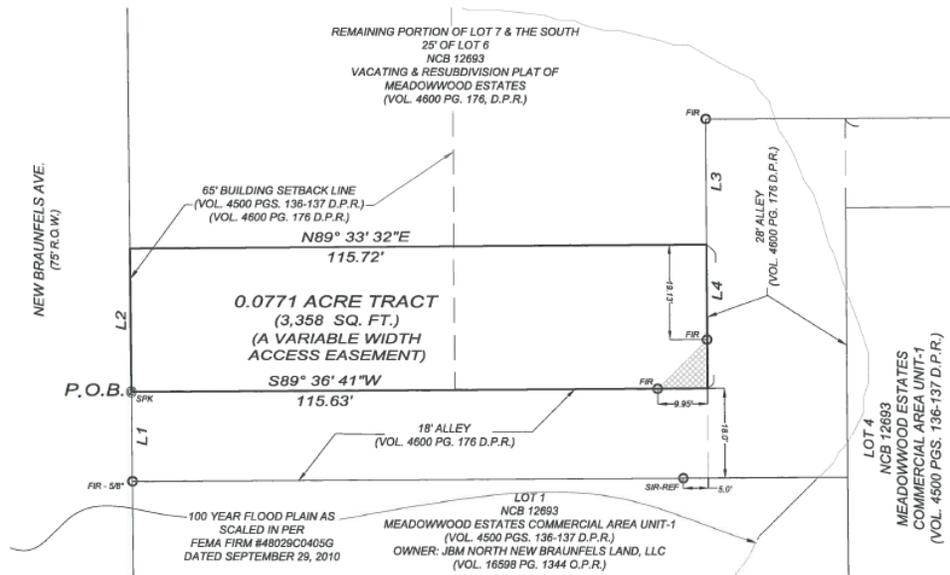
**NOTES**

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.
2. NO TITLE COMMITMENT PROVIDED.
3. SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE THEREFORE NOT ALL EASEMENTS/ENCUMBRANCES MAY BE SHOWN HEREON.
4. PORTION OF THE REFERENCED PROPERTY IS IN ZONE A, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 405 OF 785, COMMUNITY PANEL NO. 48029C0405G, DATED SEPTEMBER 29, 2010.
5. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SAN ANTONIO AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
6. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
7. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



**SYMBOL LEGEND**

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ SPK SET PK NAIL
- P.O.B. POINT OF BEGINNING
- ⊠ AREA WITHIN THE 18 FOOT WIDE ALLEY



Line Table		
LINE #	LENGTH	DIRECTION
L1	18.00'	S00°33'16"E
L2	28.98'	N00°33'16"W
L3	25.29'	N00°23'19"W
L4	29.08'	S00°23'19"E

**EXHIBIT OF**

A 0.0771 OF AN ACRE TRACT OF LAND, A VARIABLE WIDTH ACCESS EASEMENT, SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND BEING OVER AND ACROSS LOT 7 AND AN 18 FOOT WIDE ALLEY, NEW CITY BLOCK (N.C.B.) 12693, OF THE VACATING AND RESUBDIVISION PLAT OF THE MEADOWWOOD ESTATES SUBDIVISION, COMMERCIAL AREA, UNIT 1, A PLAT OF RECORD IN VOLUME 4600 PAGE 176 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.



*Kyle L. Pressler*  
 KYLE L. PRESSLER  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528  
 EMAIL: KPRESSLER@KFWENGINEERS.COM  
 DATE OF SURVEY: 7/6/2015  
 PROJECT NO.: 15-074

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:  
 THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS  
 12100 PARKS BY CIRCLE BLDG. A, SUITE 150 MC COMB AUSTIN, TX 78769  
 PHONE: 512-239-6263, FAX: 512-239-6263



ADDRESS: 6514 N. NEW BRAUNFELS AVE.,  
 SAN ANTONIO, TEXAS.

REVISIONS: REVISED BOUNDARY REVISED LABELS	ISSUE DATE: 11/09/15 05/11/2016
JOB NO: 13-074 DATE: 11/09/15 DRAWN: JLP	DESIGNER: TAB CHECKED: JLP



SHEET: 1 of 1

KFW SURVEYING, 12100 PARKS BY CIRCLE BLDG. A, SUITE 150, MC COMB, AUSTIN, TX 78769  
 PHONE: 512-239-6263, FAX: 512-239-6263  
 WWW.KFWENGINEERS.COM



Firm License No. 10122300

**FIELD NOTES  
FOR  
A 0.0771 OF AN ACRE TRACT  
(A VARIABLE WIDTH ACCESS EASEMENT)**

A **0.0771 of an acre** tract of land, a variable width access easement, situated in the City of San Antonio, Bexar County, Texas and being over and across Lot 7 and an 18 foot wide alley, New City Block (N.C.B.) 12693, of the Vacating and Resubdivision Plat of the Meadowwood Estates Subdivision, Commercial Area, Unit 1, a plat of record in Volume 4600 Page 176 of the Deed and Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING** at set PK nail with a washer stamped "KFW SURVEYING" in the east right-of-way line of New Braunfels Avenue, a 75 foot wide right-of-way, for the northwest corner of the 18 foot wide alley, N.C.B. 12693, as shown on the Vacating and Resubdivision Plat of the Meadowwood Estates Subdivision, Commercial Area, Unit 1, for the southwest corner of Lot 7 and the tract described herein, from which a found 5/8" iron rod in the east right-of-way line of New Braunfels Avenue, for the southwest corner of the 18 foot wide alley and the northwest corner of Lot 1, N.C.B. 12693 of the Meadowwood Estates Commercial Area Unit-1 of record in Volume 4500 Pages 136-137 of the Deed and Plat Records of Bexar County, Texas bears, S 00° 33' 16" E, a distance of 18.00 feet;

**THENCE: N 00° 33' 16" W**, along and with the east right-of-way line of New Braunfels Avenue and the west line of Lot 7, a distance of **28.98 feet** to a point for the northwest corner of the tract described herein;

**THENCE: N 89° 33' 32" E**, departing the east right-of-way line of New Braunfels Avenue and over and across Lot 7, a distance of **115.72 feet** to a point in an east line of Lot 7, the west line of a 28 foot wide alley, N.C.B. 12693, as shown on the Vacating and Resubdivision Plat of the Meadowwood Estates Subdivision, Commercial Area, Unit 1 and for the northeast corner of the tract described herein, from which a found 1/2" iron rod for an interior corner of Lot 7 and the northwest corner of the 28 foot wide alley bears, N 00° 23' 19" W, a distance of 25.29 feet;

**THENCE: S 00° 23' 19" E**, along and with the common line between the 28 foot wide alley and Lot 7, at a distance of 19.13 feet passing a found 1/2" iron rod for a southeast exterior corner of Lot 7 and the northeast corner of the 18 foot wide alley and continuing along and with the common line of the 18 foot wide alley and the 28 foot wide alley, a total distance of **29.08 feet** to a point for the southeast corner of the tract described herein;

**THENCE: S 89° 36' 41" W**, over and across the 18 foot wide alley, at a distance of 9.95 feet passing a found 1/2" iron rod for a southeast exterior corner of Lot 7 and an interior corner of the 18 foot wide alley, and continuing along and with the common line of Lot 7 and the 18 foot wide alley for a total distance of **115.63 feet** to the **POINT OF BEGINNING** and containing **0.0771 of an acre** or 3,358 square feet, more or less, in the City of San Antonio, Bexar County, Texas and being described in accordance with an exhibit prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.9998300289.

Job No.: 15-074  
Prepared by: KFW Surveying  
Date: November 11, 2015  
Revisions: November 20, 2015, May 10, 2016  
File: S:\Draw 2015\15-074 Vitamin Cottage - New Braunfels Ave\DOCS\FN - 0.0771 Acre  
Easement.doc

