
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.

State of Texas §
 § **Know All By These Presents:**
County of Bexar §

Revocable Sanitary Sewer Easement

Authorizing Ordinance:

SP No.: 1838

Grantor: City of San Antonio

Grantor's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Bexar County)

Grantee Rimini Family Limited Partnership

Grantee's Address: 8546 Broadway Street, Suite 234
San Antonio, Texas 78217
(Bexar County)

**Grantee's Address for
Notice:** 314 E. Nakoma, Suite B
San Antonio, Texas 78216
(Bexar County)

Consideration: \$10,000.00, plus recording fees

**Description and
Purpose of Easement:**

A 0.0743 of an acre tract of land (16' wide sanitary sewer easement), as described in **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth, situated in the City of San Antonio, Texas and being over and across a 1.514 acre tract of land, New City Block (N.C.B.) 11186 for constructing, reconstructing, inspecting, patrolling, maintaining, and repairing a sanitary sewer line; removing from the easement area all trees and parts thereof, and other obstructions that may interfere with the exercise of the rights granted hereunder with proper 5 day notice to Grantor; together with the right of ingress and egress over the easement for the purpose of exercising all other rights hereby granted

Description of Servient A 1.514 acre tract of land, New City Block (N.C.B.)

Estate: 11186 conveyed to the City of San Antonio of record in Volume 1597 Page 571 of the Official Public Records of Bexar County, Texas, also known as The Cortez Library located 2803 Hunter Boulevard, as shown on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the benefits accruing to Grantors, to Grantors' other property, and to the public generally, an easement over, across, under and upon the Servient Estate. The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its heirs, executors, successors, and assigns, that no building or obstruction of any kind will be placed on the easement area herein granted. Grantee may remove from the easement area all trees and parts thereof, and other obstructions that may interfere with the exercise of the rights granted hereunder upon providing Grantor 5 day written notice prior to starting any work, unless lesser notice is required due to an emergency.

This easement is granted upon condition that Grantor's use, operations and public services must not be interrupted on the Servient Estate and the Servient Estate must be restored to its original condition, or better, upon any work by Grantee being completed. After 14 days' written notice to Grantee's Address for Notice and no cure by Grantee, Grantor may file a Notice of Non-Compliance for failure to meet these conditions, upon which this easement shall be extinguished. This easement will not be effective unless concurrent with filing this easement, Grantee files and records an instrument, in substantially the same form shown as **Exhibit B**, releasing Grantor from any and all liabilities which may be incurred in connection with this request, indemnifies Grantor and agrees to hold Grantor harmless from and against any and all liens and any other loss, damage or liability which Grantor may incur in the granting of this easement. After 14 days' written notice to Grantee's Address for Notice and no cure by Grantee, Grantor may file a Notice of Non-Compliance for failure to meet this condition within 12 months of the execution of this easement, upon which filing this easement shall be extinguished. The Notice of Non-Compliance shall be a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement condition requiring the release instrument be filed was not met. Upon being extinguished, all rights and privileges cease, and Grantee must promptly cease use of the easement. Grantee's improvements or appurtenances not removed within 90 days after extinguishing of the easement, become the property of Grantor. Grantor may, without liability to Grantee, dispose of such property at a public or private sale, with ten days' written notice to Grantee at Grantee's Address for Notice.

Grantor reserves the right to develop the Servient Estate in any manner that Grantor may deem prudent or expedient which does not interfere with the easement purpose. Grantor hereby reserves the right at any time to require relocation of all or any portion of the sanitary sewer line contained in the Sewer Easement as Grantor may deem expedient, necessary or prudent with respect to the development of the property or adjacent public streets. If Grantor's needs, including a municipally-owned utility of the City of San Antonio, reasonably require relocation, maintenance, or adjustment in the easement area or improvements by Grantee thereto, the relocation, maintenance, or adjustments shall be at Grantee's sole cost and expense. Relocation shall be reflected by a revised metes and bounds defining the new easement areas prepared at the expense of

Grantee. Upon such relocation, Grantor shall deliver to Grantee an easement in recordable form for such relocated line and upon recording of such new easement the sewer easement herein conveyed shall terminate. After 14 days' notice to Grantee to Grantee's Address for Notice, Grantor may file a Notice of Non-Compliance for failure to meet these conditions, upon which filing this easement shall be extinguished. The Notice of Non-Compliance shall be a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement condition requiring that relocation and/or the providing of a new survey was not met.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, after 14 days' written notice to Grantee at Grantee's Address for Notice Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

This Sewer Easement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, mortgagees, successors and assigns.

This Sewer Easement shall be interpreted and construed in accordance with the laws of the State of Texas.

To Have and To Hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

This easement is subject to all pre-existing rights of record in the Servient Estate.

Witness my hand, this _____ day of _____, 2015.

City of San Antonio, a Texas municipal corporation

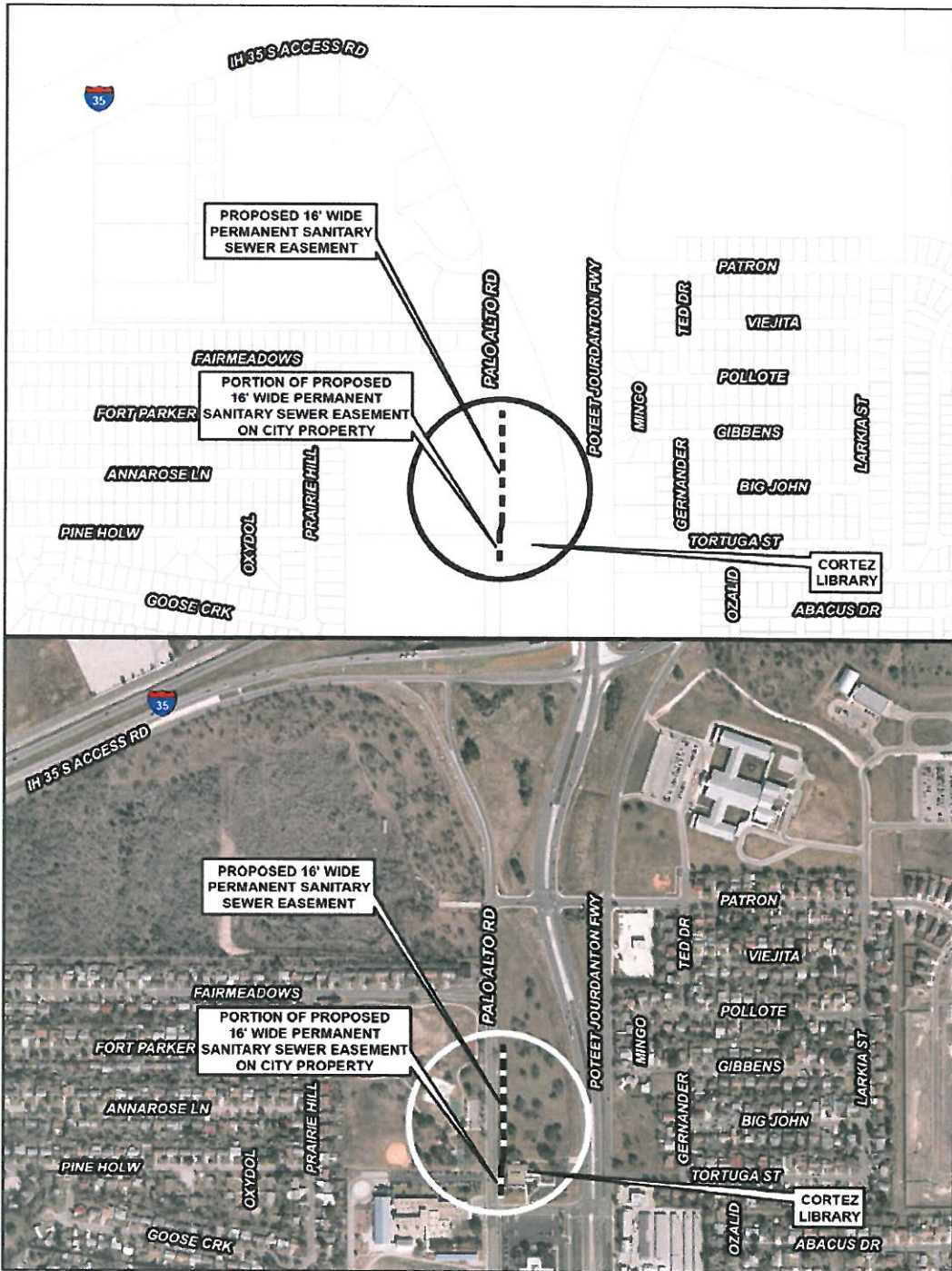
By: _____
Mike Etienne,
Assistant Director of CIMS for Real Estate

Date: _____

Approved As To Form:

City Attorney

Exhibit A





**FIELD NOTES FOR
A 0.0743 OF AN ACRE TRACT
(16' SANITARY SEWER EASEMENT)**

A 0.0743 of an acre tract of land, a 16' wide sanitary sewer easement, situated in the City of San Antonio, Texas and being over and across a 1.514 acre tract of land, New City Block (N.C.B.) 11186 conveyed to the City of San Antonio of record in Volume 1597 Page 571 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" in the south line of a remaining portion of a 6.021 acre tract of land, N.C.B. 11186 conveyed to Rimini Family Limited Partnership of record in Volume 16153 Page 1589 of the Official Public Records of Bexar County, Texas, the north line of the 1.514 acre tract of land and for the northwest corner of the tract described herein, from which a set ½" iron with a blue plastic cap stamped "KFW Surveying" in the east right-of-way line of Palo Alto Road, for the southwest corner of the remaining portion of the 6.021 acre tract and the northwest corner of the 1.514 acre tract bears, S 89° 45' 01" W, a distance of 14.00 feet;

THENCE: N 89° 45' 01" E, along and with the common line between the remaining portion of the 6.021 acre tract and the 1.514 acre tract, a distance of **16.00 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for the northeast corner of the tract described herein, from which a found ½" iron rod for an interior corner of the remaining portion of the 6.021 acre tract and the northeast corner of the 1.514 acre tract bears, N 89° 45' 01" E, a distance of 299.68 feet;

THENCE: Over and across the 1.514 acre tract the following three (3) courses:

1. **S 00° 18' 46" E**, a distance of **7.16 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for an angle of the tract described herein,
2. **S 17° 37' 23" W**, a distance of **45.64 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for an interior corner of the tract described herein, and
3. **S 00° 10' 59" E**, a distance of **149.41 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" in the north right-of-way line of Hunter Boulevard, the south line of the 1.514 acre tract and for the southeast corner of the tract described herein;

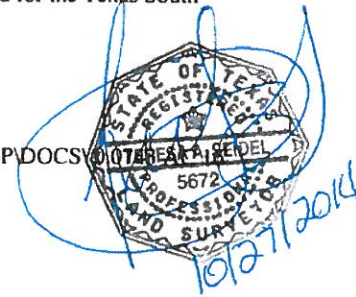
THENCE: S 89° 45' 02" W, along and with north right-of-way line of Hunter Boulevard and the south line of the 1.514 acre tract, a distance of **16.00 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" at the intersection of the east right-of-way line of Palo Alto Road and the north right-of-way line of Hunter Boulevard, for the southwest corner of the 1.514 acre tract and the tract described herein;

THENCE: N 00° 10' 59" W, along and with the east right-of-way line of Palo Alto Road and the west line of the 1.514 acre tract, a distance of **151.93 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for an angle of the tract described herein;

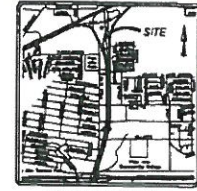
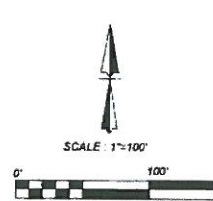
THENCE: Departing the east right-of-way line of Palo Alto Road and over and across the 1.514 acre tract the following two (2) courses:

1. N 17° 37' 23" E, a distance of **45.62 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for an interior corner of the tract described herein, and
2. N 00° 18' 46" W, a distance of **4.65 feet** to the **POINT OF BEGINNING** and containing 0.0743 of an acre or 3,235 square feet of land, more or less, in the City of San Antonio, Bexar County, Texas, and being described in accordance with an exhibit prepared by KFW Surveying. The basis of bearings is the State Plane Coordinate System established for the Texas South Central Zone 4204, North American Datum (NAD) of 1983(2011).

Job No.: 13-103
Prepared by: KFW Surveying
Date: October 27, 2014
File: S:\Draw 2013\13-103 Palo Alto Road - Rimini LP\DOCS\01\TARSA A REDEL
SSE FN.doc



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 (2011).
 2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SAN ANTONIO AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
 3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	4.65'	N00°18'46\"W
L2	16.00'	N89°45'01\"E
L3	7.16'	S00°18'46\"E
L4	16.00'	S89°45'02\"W

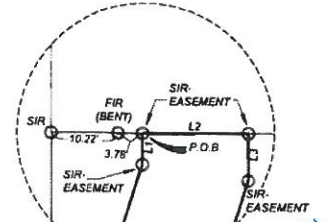
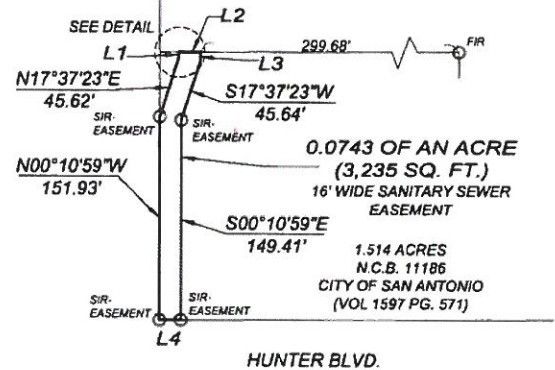
PALO ALTO ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

REMAINING PORTION OF 6.021 ACRES
 N.C.B. 11186
 RIMINI FAMILY LIMITED PARTNERSHIP
 (VOL. 16153 PG. 1589)

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- SIR-EASEMENT SET 1/2" IRON ROD WITH A YELLOW CAP STAMPED "KFW EASEMENT"
- P.O.B. POINT OF BEGINNING

DETAIL
NOT TO SCALE



STATE OF TEXAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TERESA A. SEIDEL
 5672
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
 EMAIL: tseidel@kfwengineers.com
 DATE SURVEYED: 10/27/2014
 PROJECT NO.: 13-103

EXHIBIT OF
 A 0.0743 OF AN ACRE TRACT OF LAND, A 16' WIDE SANITARY SEWER EASEMENT, SITUATED IN THE CITY OF SAN ANTONIO, TEXAS AND BEING OVER AND ACROSS A 1.514 ACRE TRACT OF LAND, NEW CITY BLOCK 11186 CONVEYED TO THE CITY OF SAN ANTONIO OF RECORD IN VOLUME 1597 PAGE 571 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



KFW
 ENGINEERS & SURVEYORS
 11822 MARBLE BRIDGE ROAD, BUILDING 40
 SAN ANTONIO, TEXAS 78247
 PHONE (210) 578-8444
 FAX (210) 578-8444

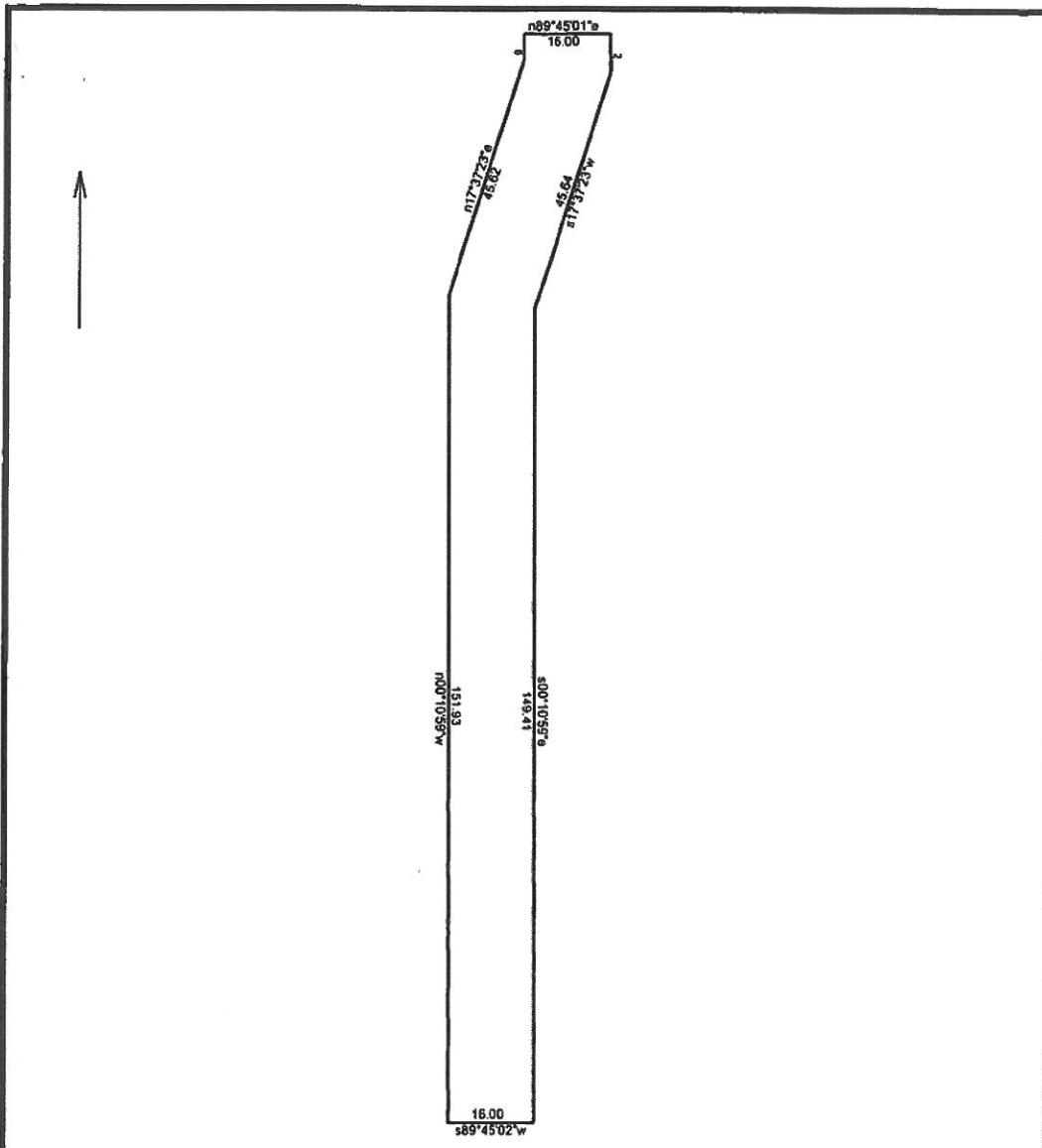
ADDRESS: 2803 HUNTER BLVD,
 SAN ANTONIO, TX

RELATIONS	ISSUE DATE:
JOB NO. 13-103	DATE 10/27/2014
DRAWN BY	CHECKED BY
DATE	DATE

SHEET: 1 OF 1

Date: Oct 27, 2014, 11:00 AM, User: T. Seidel, Plot: 13-103, Title: 2803 Hunter Blvd, Project: 13-103, Scale: 1\"/>

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HAND-COPY WITH ORIGINALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.



10/27/2014

Scale: 1 inch= 24 feet

File: .0743 AC.ndp

Tract 1: 0.0743 Acres (3235 Sq. Feet), Closure: n02.3508e 0.01 ft. (1/48055), Perimeter=436 ft.

- 01 n89.4501e 16.00
- 02 s00.1846e 7.16
- 03 s17.3723w 45.64
- 04 s00.1059e 149.41
- 05 s89.4502w 16.00
- 06 n00.1059w 151.93
- 07 n17.3723e 45.62
- 08 n00.1846w 4.65