

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 first of either (i) 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) 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. 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', 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.

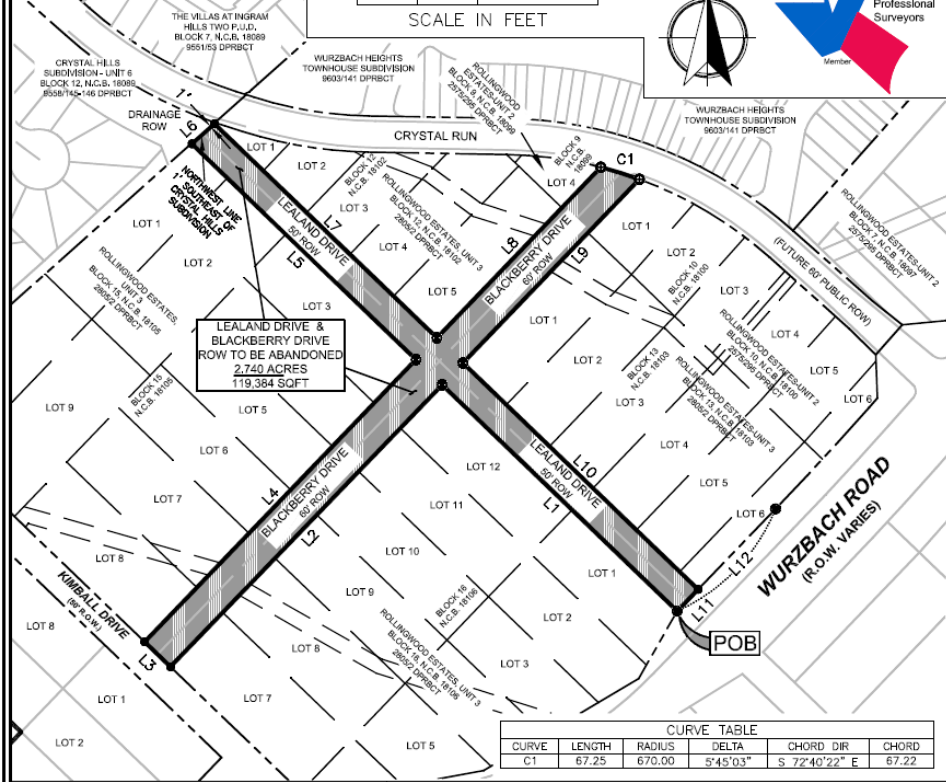
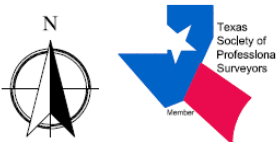
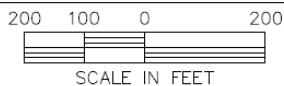
A handwritten signature in black ink, appearing to read "R. S. Rugloski".

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

SURVEY EXHIBIT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 46°06'19" W	541.98
L2	S 43°57'19" W	650.21
L3	N 46°06'16" W	59.47
L4	N 43°53'10" E	650.24
L5	N 46°06'45" W	516.52
L6	N 48°18'47" E	50.21
L7	S 46°06'34" E	512.67
L8	N 43°51'30" E	392.91
L9	S 43°51'30" W	423.04
L10	S 46°06'19" E	542.01
L11	S 43°54'36" W	50.00
L12	N 43°54'36" E	235.57

BEING 2.740 acres (119,384 sqft) of land comprised of a portion of LEALAND DRIVE (60' 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, 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, Deed and Plat Records of Bexar County, Texas, 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, Deed and Plat Records of Bexar County, Texas, 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),



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIR	CHORD
C1	67.25	670.00	S 54°03"	S 72°46'22" E	67.22

SURVEY NOTES

- (1) CLIENT: Russell Yeager / Big Red Dog Consultants, Inc
- (2) SITES: West corner of Crystal Run & Wurzbach Road
- (3) DATE FIELD SURVEY COMPLETED: June 12, 2016
- (4) DATE OF LAST REVISION: February 15, 2017
- (5) BASIS OF BEARINGS is the Texas State Plane Coordinate System, NAD 1983, South Central Zone (4204). All distances shown hereon are ground distances.
- (6) REFERENCES:
 - R1 - 2805/2, DPRBCT. Rollingwood Estates, Unit 3
 - R2 - 9558/145, DPRBCT. Crystal Hills Subdivision, Unit 6
 - R3 - 2575/295, DPRBCT. Rollingwood Estates, Unit 2
 - R4 - 9603/141, DPRBCT. Wurzbach Heights Townhouses

LEGEND

- Found 1/2" rebar w/ plastic cap "PAPE DAWSON"
- Found 1/2" rebar w/ no identification
- Found 1" pipe
- Found 3" Alum. TxDOT manumnt
- Set 1/2" rebar w/ cap "TXLMS.COM RPLS#6002"
- Calculated Point
- DPRBCT Deed & Plat Records, Bexar County, Texas
- OPBCT Official Public Records, Bexar County, Texas
- BSL Building Setback Line
- PUE Public Utility Easement
- BE/EE Backslope/Embankment Easement
- POC Point of Commencement
- POB Point of Beginning

LOCATION MAP



CERTIFICATION

I hereby certify this survey was made on the ground under my supervision and that this plot correctly represents the facts found at the time of the survey, and except as shown hereon there are no visible protrusions or intrusions of improvements across boundary lines. Field Notes have been written as part of this same survey.

Robert S. Rugloski
February 15, 2017
DATE

Robert S. Rugloski, TX RPLS #6002
TX Registered Surveying Firm #10164600
JOB #11605051 (DAK/JDB)

"Do not move the ancient landmark..." (Proverbs 22:28)
 39350 Interstate 10 West, Suite 1, Boerne, TX 78006
 info@landmarksurveying.net (830)428-0290
 TBPLS Firm #10164600