AZJ
04/09/2015
Item No. 16

AN ORDINANCE 2015-04-09-0285

AUTHORIZING GRANTING A SANITARY SEWER EASEMENT FOR 3,235 SQUARE FEET OVER CITY-OWNED PROPERTY LOCATED AT 2803 HUNTER BOULEVARD IN COUNCIL DISTRICT 4 TO RIMINI FAMILY LIMITED PARTNERSHIP FOR $12,000.

* * * * *

SECTION 1. The City Manager and her designee, severally, are authorized and directed to grant a sanitary sewer easement to Rimini Family Limited Partnership consisting of approximately 3,235 square feet over the property located at 2803 Hunter Boulevard as described in **Exhibit B**, and in substantially the form attached as **Exhibit A,** provided that a Release and Indemnity form in substantially the same form attached as **Exhibit C** has been properly executed and provided to the City of San Antonio. Such indemnity is meant to be in addition to, and not in place of, the indemnity provisions of Chapter 37, Section 23 (Indemnity of City) of the City of San Antonio City Code, and nothing herein shall override such chapter and section. The City Manager and her designee, severally, are further authorized and directed to execute and deliver all other documents and instruments necessary or convenient to effectuate the transactions contemplated by this ordinance and otherwise to do all things necessary or convenient to effectuate the transaction.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 256000000001 and General Ledger 4407720.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this **9th** day of **April, 2015**.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for **Martha G. Sepeda, Acting City Attorney**

Agenda Item:	**16**
Date:	04/09/2015
Time:	10:50:29 AM
Vote Type:	Motion to Approve
Description:	An Ordinance granting a sanitary sewer easement over approximately 3,235 square feet of City-owned property located at 2803 Hunter Boulevard, within NCB 11186 in Council District 4, to Rimini Family Limited Partnership for a fee of $12,000.00. [Peter Zanoni, Deputy City Manager; Mike Etienne, Director, Eastpoint & Real Estate Services Office]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		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			x	

Exhibit A

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,
Director of EastPoint and Real Estate Services

Date: _____

Approved As To Form:

_____
City Attorney

State of Texas §

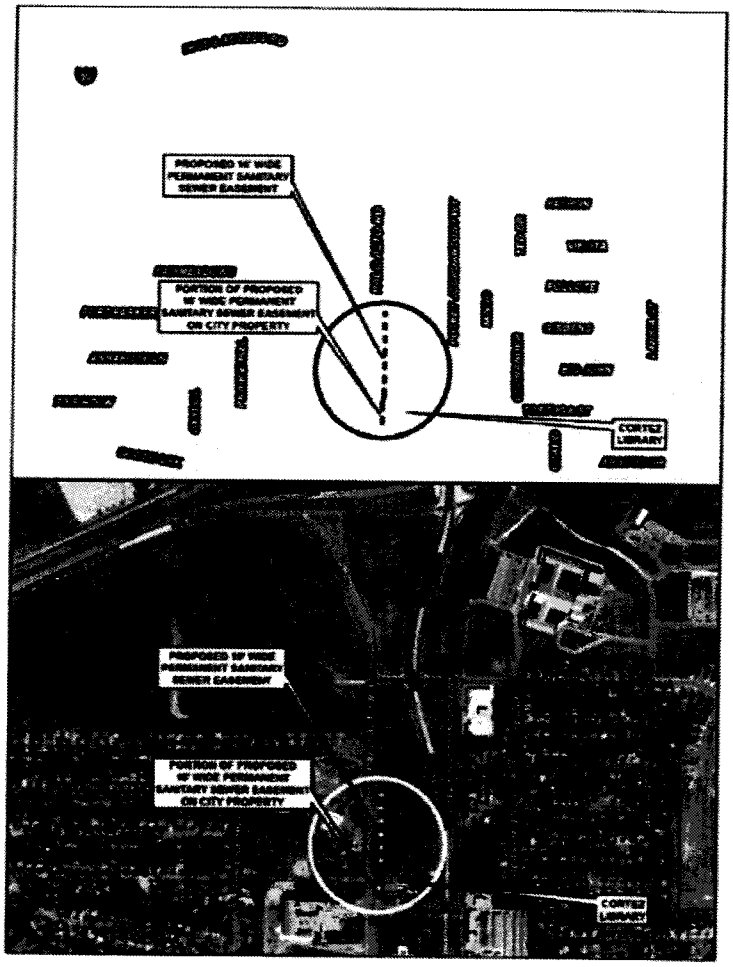
County of Bexar §

This instrument was acknowledged before me this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date:_____ _____
Notary Public, State of Texas

My Commission expires:_____

Exhibit A


PROPOSED 10' WIDE PERMANENT SANITARY SEWER EASEMENT
PORTION OF PROPOSED 10' WIDE PERMANENT SANITARY SEWER EASEMENT ON CITY PROPERTY
CORTEZ LIBRARY
PROPOSED 10' WIDE PERMANENT SANITARY SEWER EASEMENT
PORTION OF PROPOSED 10' WIDE PERMANENT SANITARY SEWER EASEMENT ON CITY PROPERTY
CORTEZ LIBRARY

FIRM LICENSE NO. 10122300

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;

14803 Huebner Rd Bldg 40, San Antonio, Texas 78230 • Phone (210) 979-8444 • Fax (210) 979-8441 • www.kfwengineers.com

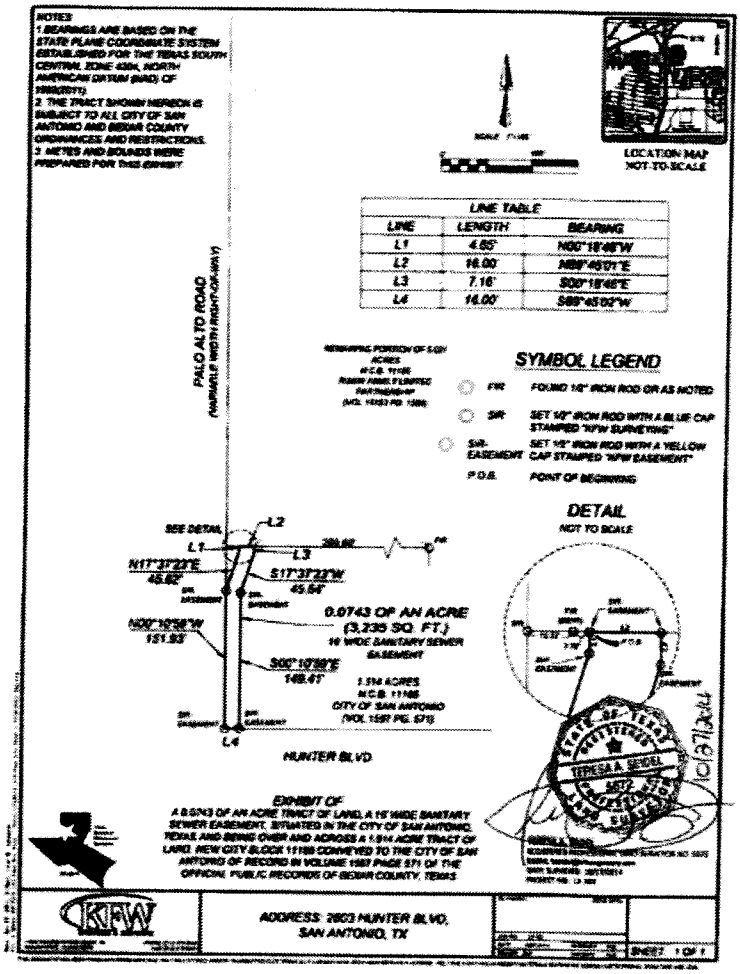
THENCE: **N 00° 10' 59" W**, along and with the east right-of-way line of Palo Alto Road and the west line of the 1.514 acre tract, a distance of **151.93 feet** to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for an angle of the tract described herein;

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\
	SSE FN.doc

10/27/2014


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
LOCATION MAP
NOT-TO-SCALE
LINE TABLE
LINE | LENGTH | BEARING
L1 | 4.65' | N00°18'48"W
L2 | 16.00' | N89°45'01"E
L3 | 7.16' | S00°18'48"E
L4 | 16.00' | S89°45'03"W
PALO ALTO ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
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
SEE DETAIL
L1
L2
L3
L4
N17°37'23"E
45.62'
S17°37'23"W
45.54'
N00°18'58"W
151.93'
S00°18'58"E
148.41'
0.0743 OF AN ACRE
(3,235 SQ. FT.)
16' WIDE SANITARY SEWER EASEMENT
1.514 ACRES
N.C.B. 11166
CITY OF SAN ANTONIO
(VOL 1587 PG. 571)
HUNTER BLVD
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 11166 CONVEYED TO THE CITY OF SAN ANTONIO OF RECORD IN VOLUME 1587 PAGE 571 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
KFW
ADDRESS: 2603 HUNTER BLVD,
SAN ANTONIO, TX
SHEET 1 OF 1

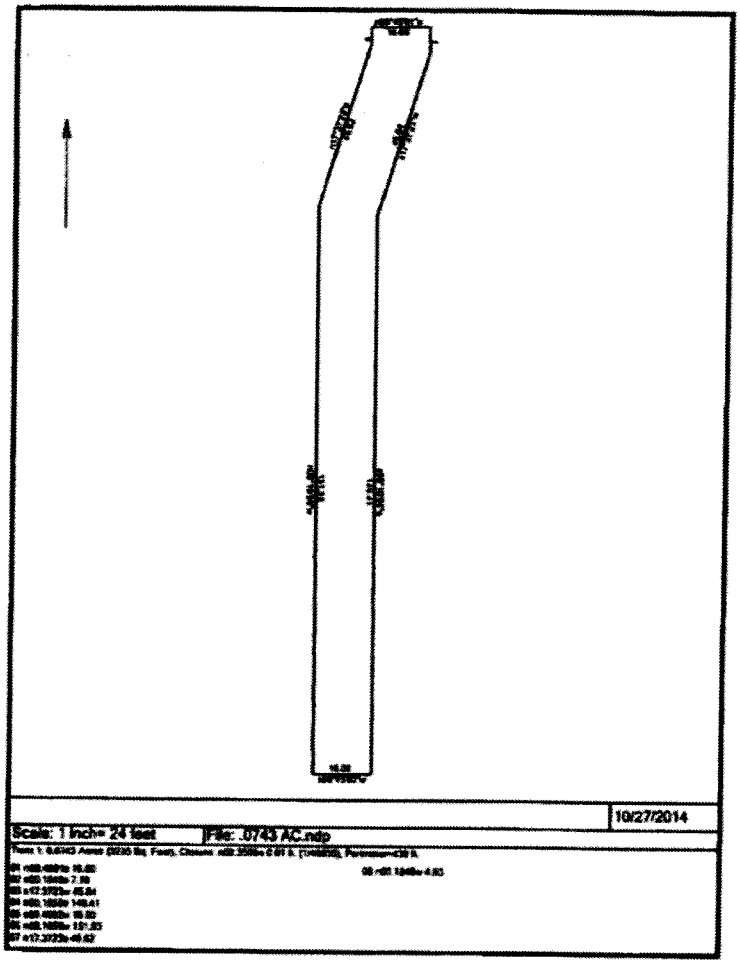
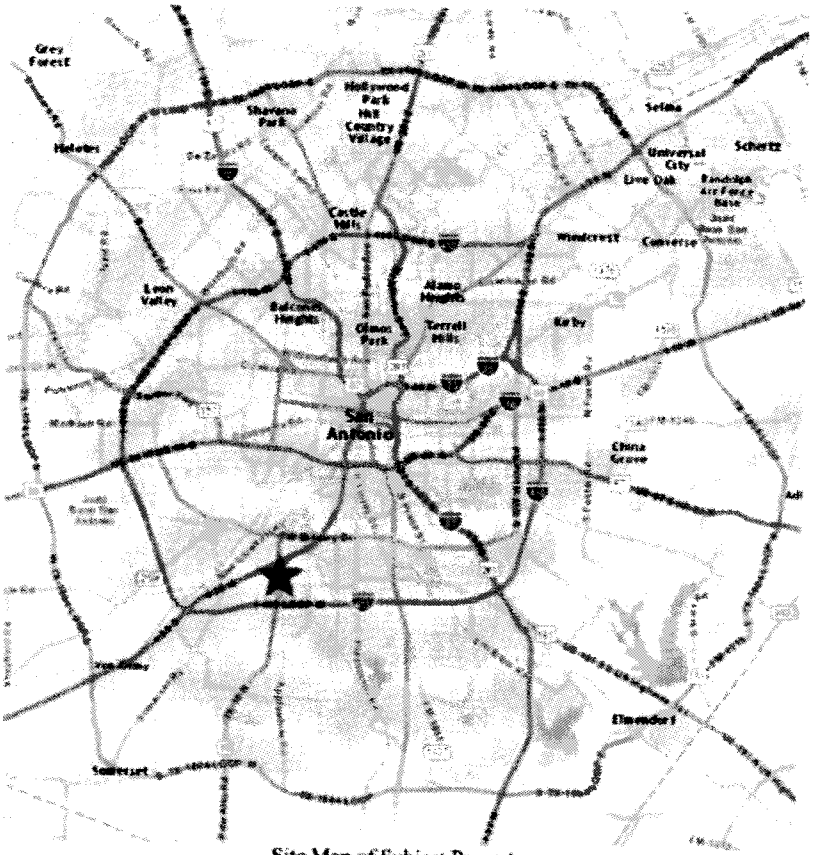
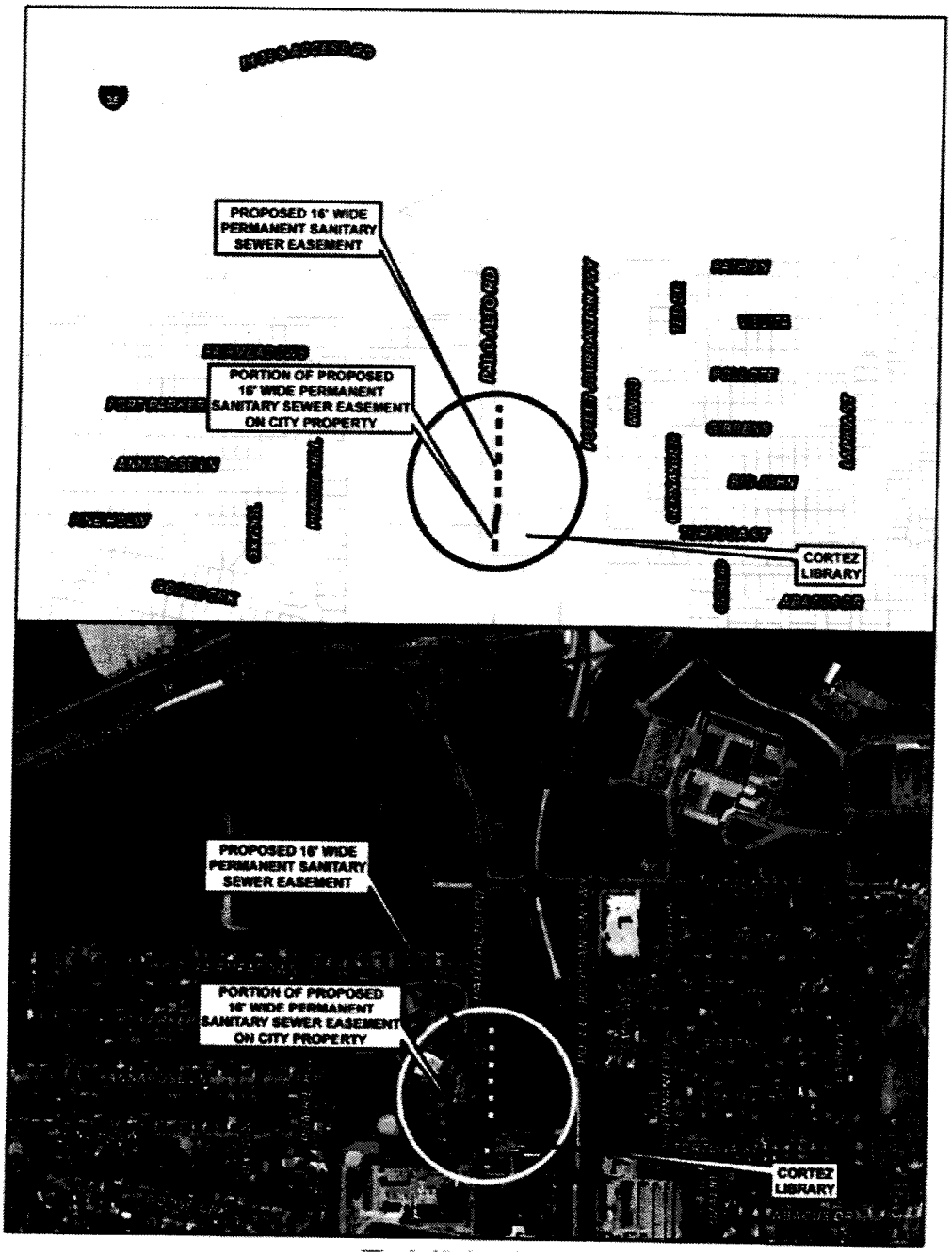

10/27/2014
Scale: 1 inch= 24 feet
File: .0743 AC.ndp

Exhibit B



Site Map of Subject Property

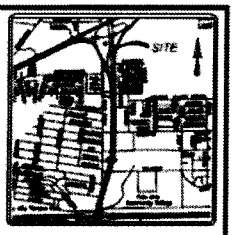

PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT
PORTION OF PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT ON CITY PROPERTY
CORTEZ LIBRARY
PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT
PORTION OF PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT ON CITY PROPERTY
CORTEZ LIBRARY

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 BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
3. NO METES AND BOUNDS WERE PREPARED FOR THIS SURVEY.
4. SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A BLUE CAP STAMPED "KFW SURVEYING".

ADDRESS: 2803 HUNTER BLVD,
SAN ANTONIO, TX

SCALE : 1"=100'

0' 100'



LOCATION MAP
NOT-TO-SCALE

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"

(OVERALL PIPELINE PLACEMENT 0.2667 OF AN ACRE)

SEE DETAIL

L1 L2 L3 L4

299.68' FIR

S17°37'23"W
45.64'

N17°37'23"E
45.62'

N00°10'59"W
151.93'

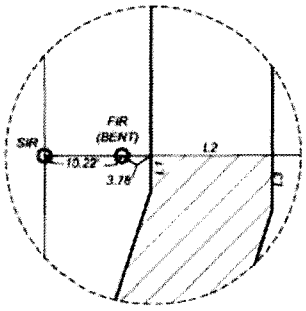
S00°10'59"E
149.41'

0.0743 OF AN ACRE
(3,235 SQ. FT.)
16' WIDE SANITARY SEWER EASEMENT

1.514 ACRES
CITY OF SAN ANTONIO
(VOL 1597 PG. 571)

HUNTER BLVD.

DETAIL
NOT TO SCALE



"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: tseidel@kfwengineers.com
PREPARED: 09/18/2014
PROJECT NO.: 13-103

EXHIBIT OF

A 0.0743 OF AN ACRE TRACT OF LAND, BEING A 16' WIDE SANITARY SEWER EASEMENT OVER AND ACROSS A 1.514 ACRE TRACT OF LAND 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
14103 HUEBNER ROAD, BLDG 40
SAN ANTONIO, TEXAS 78230
PHONE (210) 979-8444
FAX (210) 979-8441

EXHIBIT "B"

REVISIONS ISSUE DATE

JOB NO. 13-103
DATE 09/18/2014 DESIGNER TAS
DRAWN KLP CHECKED TAS

SHEET: 1 OF 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 HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Exhibit C

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

Release and Indemnity

Authorizing Ordinance :	
Releasing Party:	Rimini Family Limited Partnership
Releasing Party's Address:	8546 Broadway Street, Suite 234 San Antonio, Texas 78217 (Bexar County)
Released Party:	City of San Antonio
Released Party's Address:	P.O. Box 839966, San Antonio, Texas 78283-3966
Consideration:	$10, the receipt and adequacy of which Releasing Party acknowledges, plus the granting of the easement shown in Exhibit A.
Scope of Release/Indemnity:	All matters arising out of or relating to personal injury or property damage in any way related to the easement shown in Exhibit A and the property owned by Released Party.

Releasing Party covenants for itself, its administrators, successors, and assigns that it hereby releases, acquits, and forever, discharges any and all claims, actions, and causes of action against Released Party, its officers, agents, and employees for any injuries, damages, losses, costs, or expenses arising out of or resulting from Released Party's use or occupation of the property described in Exhibit A, and any adjoining property owned by Released Party unless arising due to the gross negligence or intentional act of the Released Party.

Releasing Party covenants for itself, and its administrators, successors, and assigns, that it will indemnify and hold harmless Released Party, its officers, agents and employees from and against any and all claims, actions, causes of action, judgments, damages, losses, costs, and expenses (including attorneys' fees) arising out of or

resulting from damage or use of Released Party's property as it relates to the property described in Exhibit A, and any adjoining property owned by Released Party unless arising due to the gross negligence or intentional act of the Released Party.

EXECUTED to be effective March 23, 2015.

Releasing Party:

RIMINI FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: Railpress Family Limited Partnership,
a Texas limited partnership,
its General Partner

By: _____

Printed Name: Augustin Martinez

Title: General Partner

Date: March 23, 2015

State of Texas §

County of Bexar §

This instrument was acknowledged before me on March 23, 2015 by Augustin Martinez, partner(s) on behalf of Rimini FLP, a partnership.

Date: March 23, 2015

_____
Notary Public, State of Texas

JEANETTE DAVILA
Notary Public, State of Texas
My Commission Expires
March 08, 2016

My Commission expires: 3/8/2016

EXHIBIT A

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 Estate: 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, 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,
Director of CIMS for Real Estate

Date:_____

Approved As To Form:

_____
City Attorney

State of Texas §

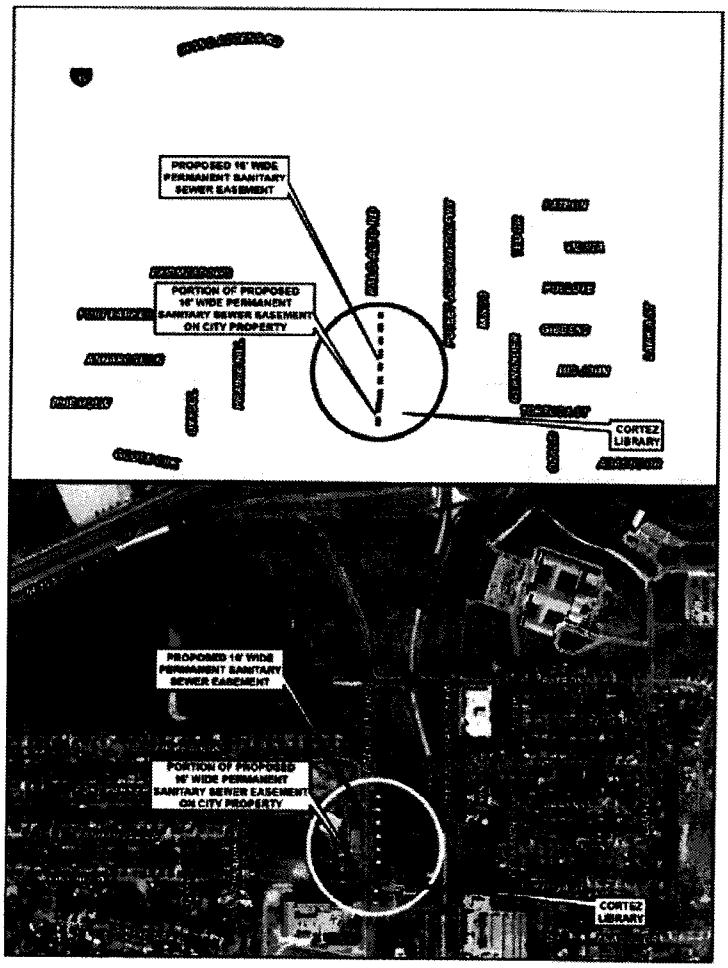
County of Bexar §

This instrument was acknowledged before me this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date:_____ _____
Notary Public, State of Texas

My Commission expires:_____

Exhibit A


PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT
PORTION OF PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT ON CITY PROPERTY
CORTEZ LIBRARY
PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT
PORTION OF PROPOSED 16' WIDE PERMANENT SANITARY SEWER EASEMENT ON CITY PROPERTY
CORTEZ LIBRARY

KFW SURVEYING

FIRM LICENSE NO. 10022300

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;

14803 Huebner Rd Bldg 40, San Antonio Texas 78230 • Phone (210) 979-8444 • Fax (210) 979-8441 • www.kfwengineers.com

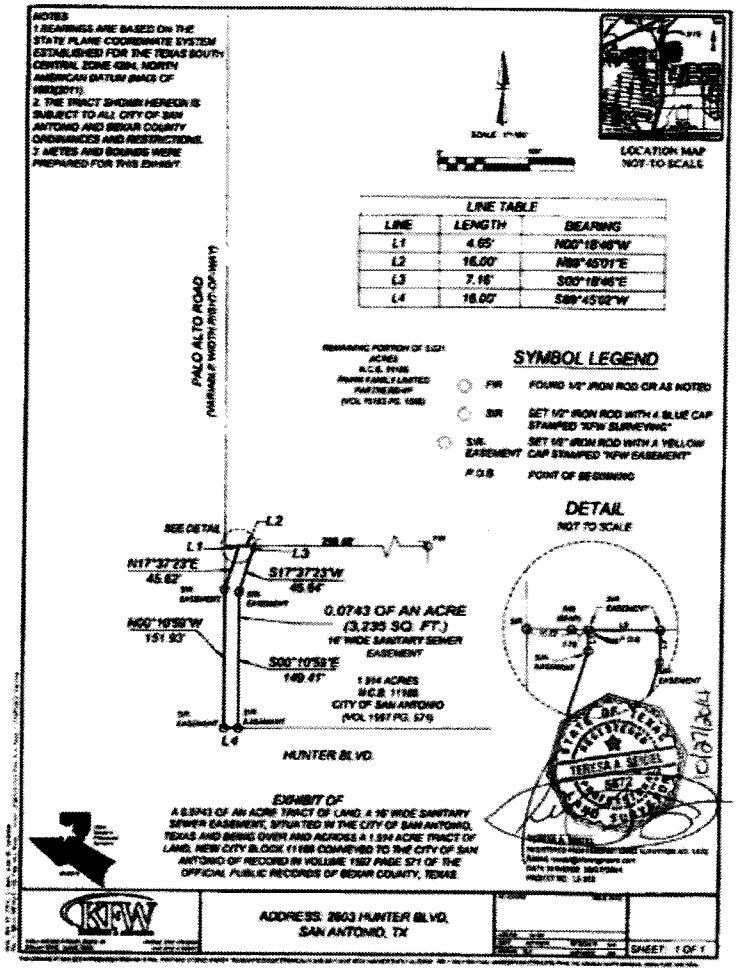
THENCE: N 00° 10' 59" W, along and with the east right-of-way line of Palo Alto Road and the west line of the 1.514 acre tract, a distance of 151.93 feet to a set ½" iron rod with a yellow plastic cap stamped "KFW Easement" for an angle of the tract described herein;

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\
	SSE FN.doc

10/27/2014


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.
LOCATION MAP
NOT TO SCALE
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 | 16.07' | S89°45'02"W
PALO ALTO ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
SYMBOL LEGEND
FIR FOUND 1/2" IRON ROD OR AS NOTED
SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
S/E EASEMENT SET 1/2" IRON ROD WITH A YELLOW CAP STAMPED "KFW EASEMENT"
P.O.B. POINT OF BEGINNING
DETAIL
NOT TO SCALE
SEE DETAIL
L1
L2
L3
L4
N17°37'23"E
45.62'
S17°37'23"W
45.94'
N00°10'59"W
151.93'
S00°10'59"E
149.41'
0.0743 OF AN ACRE
(3,235 SQ. FT.)
16' WIDE SANITARY SEWER EASEMENT
1.934 ACRES
N.C.B. 11188
CITY OF SAN ANTONIO
(VOL 1587 PG. 571)
HUNTER BLVD.
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 1.934 ACRE TRACT OF LAND, NEW CITY BLOCK 11188 CONVEYED TO THE CITY OF SAN ANTONIO OF RECORD IN VOLUME 1587 PAGE 571 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
KFW
ADDRESS: 2603 HUNTER BLVD.
SAN ANTONIO, TX
SHEET: 1 OF 1

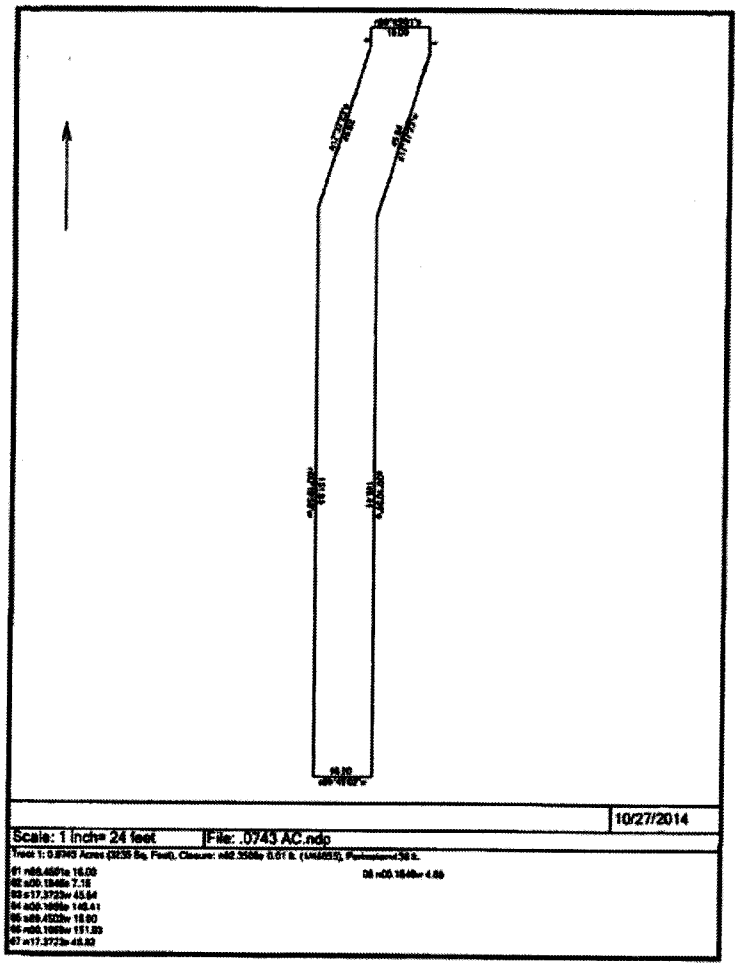

10/27/2014
Scale: 1 inch= 24 feet
File: .0743 AC.ndp

EXHIBIT B

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

Release and Indemnity

Authorizing Ordinance :	
Releasing Party:	Rimini FLP
Releasing Party's Address:	8546 Broadway Street, Suite 234 San Antonio, Texas 78217 (Bexar County)
Released Party:	City of San Antonio
Released Party's Address:	P.O. Box 839966, San Antonio, Texas 78283-3966
Consideration:	$10, the receipt and adequacy of which Releasing Party acknowledges, plus the granting of the easement shown in Exhibit A.
Scope of Release/Indemnity:	All matters arising out of or relating to personal injury or property damage in any way related to the easement shown in Exhibit A and the property owned by Released Party.

Releasing Party covenants for itself, its administrators, successors, and assigns that it hereby releases, acquits, and forever, discharges any and all claims, actions, and causes of action against Released Party, its officers, agents, and employees for any injuries, damages, losses, costs, or expenses arising out of or resulting from Released Party's use or occupation of the property described in Exhibit A, and any adjoining property owned by Released Party unless arising due to the gross negligence or intentional act of the Released Party.

Releasing Party covenants for itself, and its administrators, successors, and assigns, that it will indemnify and hold harmless Released Party, its officers, agents and employees from and against any and all claims, actions, causes of action, judgments, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from damage or use of Released Party's property as it relates to the property described in

Exhibit A, and any adjoining property owned by Released Party unless arising due to the gross negligence or intentional act of the Released Party.

EXECUTED to be effective March 05, 2015.

Releasing Party:

Printed Name: Agustin Martinez

Title: Project Manager

Date: 3-5-15

State of Texas §

County of Bexar §

This instrument was acknowledged before me on March 5, 2015 by Agustin L. Martinez, partner(s) on behalf of Rimini, a partnership.

Date: March 5, 2015

Notary Public, State of Texas

CHRISTINA MARIE GARCIA
Notary Public, State of Texas
My Commission Expires
October 14, 2018

My Commission expires: Oct. 14, 2018